

United States Bankruptcy Court
Southern District of Texas

ENTERED

January 27, 2026

Nathan Ochsner, Clerk

Exhibit 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

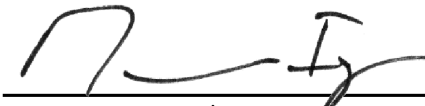
In re: § Chapter 11
ATHENEX, INC., §
§ Case No. 23-90295 (MI)
§
Post-Effective Date § (Jointly Administered)
Debtors.¹

ORDER (I) GRANTING LIQUIDATING TRUSTEE’S MOTION FOR ENTRY OF AN ORDER APPROVING SETTLEMENT OF CONTROVERSIES WITH IMMUNITYBIO, INC. AND EXYTE, U.S., INC. SUCCESSOR-IN-INTEREST TO M+W U.S., INC. PURSUANT TO RULE 9019; (II) AUTHORIZING THE ASSIGNMENT TO IMMUNITYBIO, INC. OF THE LIQUIDATING TRUSTEE’S RIGHTS FREE AND CLEAR OF ALL LIENS, CLAIMS, COUNTERCLAIMS, AND ENCUMBRANCES; AND (III) GRANTING RELATED RELIEF

[Relates to Docket No. ____]

Upon consideration of the motion (the “Motion”) pursuant to sections 105(e) and 262 of the Bankruptcy Code, the Court has considered the Motion and the proposed order. The proposed order inverts the notice requirements. The Court declines to give notice to the Additional Notice Parties only after the order is entered. A revised proposed order may be filed.

Signed: January 27, 2026


Marvin Isgur
United States Bankruptcy Judge

and Resolving the Proof of Claim of Exyte U.S., Inc., Claim Number 10317 (the “Stipulation”) dated as of December 18, 2025 (as amended, supplemented, or otherwise modified from time to

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/athenex>.

time, and including the exhibits, schedules or attachments thereto, the “Stipulation”)² between the Liquidating Trustee; ImmunityBio, Inc. a Delaware Corporation (“ImmunityBio”); and Exyte U.S., Inc. (“Exyte”) (together with ImmunityBio, the “Claimants”), successor-in-interest to M+W U.S., Inc. (“M+W”); (b) authorizing and approving the transaction contemplated by the Stipulation, including (i) the assignment of the Acquired Assets to the ImmunityBio (the “Sale”) in accordance with the terms and conditions contained in the Stipulation, free and clear of all liens, claims, counterclaims, and encumbrances, provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall not be free and clear of Exyte’s defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex; (ii) fixing the Exyte Claim (Claim No. 10317) (the “Exyte Claim”), as an allowed general unsecured claim in the amount of \$4,662,926,88, and (c) granting related relief; and this Court having conducted a hearing on the Motion on October 27, 2025 (the “Settlement Hearing”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the Southern District of Texas, dated May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue 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 proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that no other or further notice of the Motion is required; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Motion, the Stipulation, and this Order;

² Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Stipulation. For the avoidance of doubt, the term “Settlement Effective Date” throughout this Order refers to the term as defined in Paragraph 2 of the Stipulation.

and this Court having reviewed and considered the Motion and all objections thereto, and the arguments of counsel made, and the evidence adduced at the Settlement Hearing; and upon the entire record of the Settlement Hearing, and after due deliberation thereon, and good cause appearing therefor:

THE COURT HEREBY FINDS THAT:³

A. The Liquidating Trustee has articulated good and sufficient reasons for the Court to (i) approve the Stipulation; (ii) authorize the assignment of the Acquired Assets free and clear of all liens, claims, counterclaims, and encumbrances, provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall not be free and clear of Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex; (iii) fixing the Exyte Claim as a general unsecured claim in the amount of \$4,662,926,88 (the "Allowed Exyte Claim"); and (iv) grant the other relief set forth in this Order.

B. Notice of the Motion was adequate and appropriate, and a reasonable opportunity to object or be heard with respect thereto has been afforded to all known interested Persons entitled to receive such notice, including the following parties: (i) the U.S. Trustee; (ii) the United States Department of Justice; (iii) Exyte U.S., Inc. ("Exyte"); and (iv) all parties who filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. As set forth below, within seven (7) days of the entry of this Order, the Parties shall serve this Order on those parties set forth on the attached **Exhibit B** (the "Additional Notice Parties") and provide notice

³ The findings and conclusions set forth herein constitute this 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, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

that any Additional Notice Party seeking to object to any of the relief set forth in this Order must file a written objection with the Court and serve a copy on counsel for the Liquidating Trustee, ImmunityBio and Exyte by no later than twenty-one (21) days from the date of service of this Order on the Additional Notice Parties.

C. The Liquidating Trustee has demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and other transactions contemplated by the Stipulation pursuant to sections 363 of the Bankruptcy Code or otherwise, Section XIV of the Combined Disclosure Statement and Plan of Liquidation of the Debtors under Chapter 11 of the Bankruptcy Code dated as of August 1, 2023 (the “Plan”), Paragraphs 5, 9, 11, 12, 13, 15, 19, 23, and 24 of the Order of this Court dated September 12, 2023 *Granting Final Approval of Disclosure Statement and Confirming Plan of Liquidation of Athenex, Inc. and its Affiliated Debtors under Chapter 11 of the Bankruptcy Code* [Docket No. 595] (the “Confirmation Order”), the terms of Article III of the Liquidating Trust Agreement, and such action is an appropriate exercise of the Liquidating Trustee’s business judgment, is in the best interests of the unsecured creditors, and reflects the Liquidating Trustee’s evaluation of (i) the probability of success of litigation concerning the ImmunityBio Claim; (ii) the probability of success of litigation concerning the Exyte Claim; (iii) the complexity and likely duration of the litigation; (iv) any attendant expense, inconvenience, or delay; and (v) the interest of creditors with proper deference to their reasonable views; is truly the product of arm’s length negotiations, and falls above the lowest point in the range of reasonableness.

D. ImmunityBio is not an insider (as that term is defined in section 101(31) of the Bankruptcy Code) of the Post-Effective-Date Debtor, is purchasing the Acquired Assets in good faith, and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code,

and is therefore entitled to, and granted pursuant to paragraph 16 below, the full rights, benefits, privileges, and protections of that provision, and has otherwise proceeded in good faith in all respects in connection with the Stipulation. Similarly, Exyte is not an insider of the Post-Effective Date Debtor, and has entered into this settlement in good faith after arms-length negotiation.

E. The Stipulation was not entered into for, the purpose of hindering, delaying, or defrauding creditors of the Post-Effective-Date Debtors under applicable law, and none of the Parties to the Stipulation are consummating the settlements reflected therein and related transactions with any fraudulent or otherwise improper purpose. Similarly, the Sale is not being consummated for, the purpose of hindering, delaying, or defrauding creditors of the Post-Effective-Date Debtors under applicable law, and none of the Parties to the Stipulation are consummating the Sale and related transactions with any fraudulent or otherwise improper purpose.

F. ImmunityBio shall have no liability, responsibility, or obligations of any kind or nature whatsoever for any Interest of or against the Debtors, or otherwise related to the Acquired Assets, by reason of the transfer of the Acquired Assets to ImmunityBio, provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall not be free and clear of Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex. ImmunityBio shall not be deemed, as a result of any action taken in connection with the Stipulation (i) to be a successor (or other such similarly situated party) to any of the Debtors; or (ii) to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors. Notwithstanding the foregoing, the relief granted in this Order and the Stipulation shall have no effect on the rights, claims, or defenses raised by Exyte and ImmunityBio in the Civil Action. This Order shall not be construed as an adjudication of any issue

that has been or may be presented to the Court in the Civil Action, including those issues related to Athenex's assignment of rights and liabilities to ImmunityBio, or ImmunityBio's assumption of liabilities as alleged by Exyte. By way of specific, but non-exclusive examples, nothing contained in the Stipulation or this Order shall be construed as a ruling on the issues of: a) whether ImmunityBio previously assumed or was assigned the obligation to pay Exyte under the D/B Agreement or the Purchase Agreement; b) whether ImmunityBio, through its actions following execution of the Purchase Agreement, is responsible for paying Exyte for its work under the D/B Agreement; and c) whether Exyte consented to, approved, or had knowledge of any assignment of rights that may have been made by and between Athenex and ImmunityBio under the Purchase Agreement.

G. As of the Settlement Effective Date, the transfer of the Acquired Assets to ImmunityBio will be a legal, valid, and effective transfer thereof, and will vest ImmunityBio with all right, title, and interest of the Liquidating Trustee in and to the Acquired Assets, free and clear of all Interests (as that term is defined in the Confirmation Order and Plan) accruing or arising any time prior to the Settlement Effective Date, provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall not be free and clear of Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex.

H. ImmunityBio would not have entered into the Stipulation and would not consummate the transactions set forth therein if the sale of the Acquired Assets to ImmunityBio were not free and clear of all Interests of any kind or nature whatsoever or if ImmunityBio, or any of its affiliates or subsidiaries, any of their respective current and former officers, directors,

managers, members, partners, managed funds, affiliates, agents, advisors, professionals, and representatives (collectively, the “Representatives”) would, or in the future could, be liable for any of such Interests, provided, however, that it is expressly understood by the Parties that the sale is without prejudice to Exyte’s defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex, which defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved.

I. One or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied and the Liquidating Trustee may sell or otherwise transfer the Acquired Assets free and clear, provided, however, that such sale or transfer is without prejudice to Exyte’s defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex, and such defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved

J. Those holders of Interests against the Debtors, their estates, or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected.

K. As used in this Order, the term “**Debtors**” includes each of the debtors incorporated in footnote 1 hereto immediately prior to the occurrence of the effective date of the Plan.

L. As used in this Order, the term “**Interest**” includes all of the following, in each case to the extent against or with respect to any of the Debtors and the Post-Effective-Date Debtor or in, on, or against or with respect to any of the Acquired Assets: liens (as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial, or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, 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, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of setoff to the extent not taken prepetition, rights of use or possession, subleases, leases, condition sale arrangements, or any similar rights; (ii) all claims and counterclaims, including all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff to the extent not taken prepetition, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or the Post-Effective-Date Debtor or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued,

or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors or the Post-Effective-Date Debtor's or ImmunityBio's interest in the Acquired Assets, or any similar rights; (v) any bulk sales or similar law; (vi) any tax statutes or ordinances, including the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or businesses of the Debtors or the Post-Effective-Date Debtor prior to the Closing; (vii) any unexpired and executory contract or unexpired lease to which a Post-Effective-Date Debtor is a party; and (viii) Interests arising under or in connection with any acts, or failures to act, of any of the Post-Effective-Date Debtor or any of the Post-Effective-Date Debtor's predecessors, affiliates, or subsidiaries, including Interests arising under any doctrines of successor liability or transferee or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise.

M. Without limiting the nature or scope of paragraph F above, the transfer of the Acquired Assets to ImmunityBio will not subject ImmunityBio or its affiliates, subsidiaries, or Representatives or subject any Acquired Asset to or provide recourse for, any Interest whatsoever with respect to the operation or condition any of the Acquired Assets prior to the Closing or with respect to any facts, acts, actions, omissions, circumstances, or conditions existing, occurring or accruing with respect thereto prior to the Settlement Effective Date, provided, however, that,

except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall not be free and clear of Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion, and the relief requested therein, are granted and approved, and the Sale contemplated thereby and by the Stipulation is approved, in each case as set forth in this Order.

2. The Liquidating Trustee is authorized to enter into the Stipulation attached hereto as **Exhibit A**, which is fully incorporated herein.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, resolved, or otherwise settled as set forth herein, as announced to this Court at the Settlement Hearing, or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits.

4. Upon the Settlement Effective Date, the Exyte Claim is hereby fixed and allowed as a general unsecured claim in the amount of \$4,662,926.88 (the "Allowed Exyte Claim"), shall be treated as an allowed unsecured claim pursuant to the Bankruptcy Code, the Liquidating Trust Agreement, and the Plan, and Exyte's rights to amend such claim or file any further claims against the Debtors' estates are hereby waived.

5. The adversary proceeding captioned *Exyte U.S., Inc. v. Athenex, Inc., et al.* (AP No. 24-03280), currently pending before this Court, shall be closed, and is hereby remanded to the Supreme Court of the State of New York, Erie County, subject to the provisions in Paragraphs 18, 19, and 20, *infra*. Any issues of fact or law regarding the causes of action raised by these parties

related to the claims and issues between them shall be remanded to the State Court for adjudication in connection with Exyte's claims against ImmunityBio in the Civil Action. This Order shall not impact ImmunityBio's right to litigate Counterclaims previously asserted by Athenex in the Civil Action by virtue of the Sale and assignment. This Order shall not impact Exyte's right to litigate claims previously asserted by Exyte in the Civil Action or to amend its pleading to include new claims that may have accrued or have yet to accrue, provided however that ImmunityBio assumes no liability as a result of the transactions contemplated by the Stipulation and this Order.

6. Upon the Settlement Effective Date, ImmunityBio's proof of claim against Athenex in the amount of \$14,752,929.80 (Claim No. 10016) for breach of contract and fraud is hereby disallowed and expunged from the claims register in its entirety, and ImmunityBio's rights to amend such claim or file any further claims against the Debtors' estates are hereby waived.

7. The consideration provided by ImmunityBio for the Acquired Assets under the Stipulation is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and any other applicable law, and the Sale may not be avoided, or costs or damages imposed or awarded, under section 363(n) or any other provision of the Bankruptcy Code.

8. The Liquidating Trustee is authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately fully implement this Order as well as the Stipulation in accordance with the terms, conditions, and agreements set forth therein, including entering the Stipulation, all of which are hereby approved. For the avoidance of doubt, Epiq Corporate Restructuring, LLC, the claims and noticing agent in these Chapter 11 Cases, is authorized to perform under and implement the terms of this Order as well as the Stipulation including, but not limited to, fixing the Exyte Claim in the amount of the Allowed Exyte Claim,

expunging and removing the ImmunityBio Claim from its claim register, and taking any other action consistent with the implementation of this Order including, but not limited to, modifying the claims register.

9. Pursuant to section 363 of the Bankruptcy Code, Article III of the Liquidating Trust Agreement, Section XIV of the Plan, and Paragraphs 5, 9, 11, 12, 13, 15, 19, 23, and 24 of the Confirmation Order, and the Liquidating Trustee is authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Stipulation; (b) implement and effectuate the settlements reflected in the Stipulation, and (c) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their respective obligations as contemplated by the Stipulation, in each case, without further notice to or order of this Court. The Sale authorized herein shall be of full force and effect, regardless of any Debtor's lack or purported lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

10. This Order shall be binding in all respects on the Liquidating Trustee, the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of any claims (whether known or unknown) against any Debtor, any holders of Interests against, in, or on all or any portion of the Acquired Assets, ImmunityBio, Exyte, and all successors and assigns of the foregoing, including any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of these Chapter 11 Cases, in each case, in any and all circumstances, including after the closing of the transactions contemplated by the Stipulation, conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or the dismissal of these Chapter 11 Cases for any reason.

11. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Liquidating Trustee is authorized and directed to transfer the Acquired Assets to ImmunityBio on the Settlement Effective Date in accordance with the Stipulation. Upon and as of the Settlement Effective Date, such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets, and ImmunityBio shall take title to and possession of such Acquired Assets free and clear of all Interests; provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall be without prejudice to Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex, which defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved.

12. This Order shall be effective as a determination that, on and as of the Closing, all Interests of any kind or nature whatsoever have been unconditionally released, discharged, and terminated in, on, or against the Acquired Assets; provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall not be without prejudice to Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex, which defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved.

13. Except as expressly permitted by the Stipulation or this Order, all Persons holding Interests are hereby forever barred, estopped, and permanently enjoined from asserting their

respective Interests against ImmunityBio or any of its affiliates, subsidiaries, Representatives and each of their respective property and assets, including the Acquired Assets.

14. Effective upon the Settlement Effective Date, all Persons are forever prohibited and permanently enjoined from (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding), to collect, recover, or set off any Interest; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order with respect to an Interest; provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall be without prejudice to Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex; (c) creating, perfecting, or enforcing any Interest; or (d) asserting any setoff that was not taken prepetition or right of subrogation of any kind with respect to an Interest, in each case as against ImmunityBio, any of its affiliates, subsidiaries, or Representatives, or any of their respective property or assets, including the Acquired Assets.

15. The transactions contemplated by the Stipulation do not cause there to be, and there is not (a) a consolidation, merger, or *de facto* merger of ImmunityBio, on the one hand, with or into the Post-Effective-Date Debtor or its estate, on the other hand, or vice versa; (b) a substantial continuity between ImmunityBio, on the one hand, and the Post-Effective-Date Debtor or its estate, on the other hand; (c) a common identity between ImmunityBio, on the one hand, and the Post-Effective-Date Debtor or its estate, on the other hand; or (d) a mere continuation of the Post-Effective-Date Debtor or its estate, on the one hand, with ImmunityBio, on the other hand.

16. The transfer of the Acquired Assets to ImmunityBio shall not cause or result in, or be deemed to cause or result in, ImmunityBio or any of its affiliates, subsidiaries or Representatives having any liability, obligation, or responsibility for, or any Acquired Assets being subject to or being recourse for, any Interest whatsoever, whether arising under any doctrines of successor liability, transferee or vicarious liability, breach of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise, whether at law or in equity, directly or indirectly, and whether by payment, setoff, or otherwise; provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall be without prejudice Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex, which defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved..

17. For the avoidance of doubt, ImmunityBio shall not have any obligations or liabilities to Exyte or any successor or assignee of Exyte on account of the Sale or the acquisition of the Acquired Assets and no claim or counterclaim or other right of Exyte or its successor or assignee against the Post-Effective-Date Debtor, its estate, and/or the Liquidating Trustee shall transfer to ImmunityBio, its affiliates, its subsidiaries, or its Representatives on account of or in connection with the Sale or the acquisition of the Acquired Assets; provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall be without prejudice to Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex which defenses and legal challenges to any

claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved.

18. Notwithstanding any relief set forth herein and other than the assignment of the right to pursue claims on behalf of Athenex in the Civil Action, this Order and the Stipulation shall have no effect on the rights, claims, or defenses raised by the Parties in the Civil Action. This Order and the Stipulation shall not be construed as an adjudication of any issue that has been presented to the Court in the Civil Action. By way of specific, but non-exclusive examples, nothing contained in the Stipulation, this Order, or the underlying settlement between ImmunityBio and Athenex shall be construed as a ruling on the issues of: a) whether ImmunityBio previously assumed or was assigned the obligation to pay Exyte under the D/B Agreement or the Purchase Agreement; b) whether ImmunityBio, through its actions following execution of the Purchase Agreement, is responsible for paying Exyte for its work under the D/B Agreement; and c) whether Exyte consented to, approved, or had knowledge of any assignment of rights that may have been made by and between Athenex and ImmunityBio under the Purchase Agreement. For the avoidance of doubt ImmunityBio assumes no liability as a result of the transactions contemplated by the Stipulation and this Order.

19. This Order is not an adjudication of any existing claim or issue in the Civil Action other than the claims between ImmunityBio and Athenex, and, with respect to any monetary recovery asserted by Exyte against Athenex, Exyte, on the one hand, and Athenex, on the other hand. For the avoidance of doubt, any and all claims held by ImmunityBio and/or any and all monetary claims held by Exyte that were or could have been asserted against Athenex and/or the Debtors' estates shall be resolved pursuant to the agreement amongst the Parties contained in the Stipulation and approved herein. Excluding any claims of Exyte for monetary recovery from

Athenex, ImmunityBio and Exyte may therefore pursue an adjudication of all issues previously articulated in the pleadings in the Civil Action, as well as those raised in any future pleadings by ImmunityBio and Exyte. For the avoidance of doubt, (i) the Stipulation, this Order, and the transfer of the Acquired Assets shall have no effect on any of the claims previously asserted or assertable by Exyte against ImmunityBio or Exyte's defenses and legal challenges to any claims previously asserted or assertable by ImmunityBio against Exyte in the Civil Action, (ii) ImmunityBio assumes no liability as a result of the transactions contemplated by this Order, and (iii) the transfer of the Acquired Assets is without prejudice to Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio (in its capacity as the recipient of the Acquired Assets), which defenses and legal challenges of Exyte to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio (in its capacity as recipient of the Acquired Assets) are expressly preserved..

20. The Parties waive and agree to not assert that this Order provides a basis to invoke *res judicata* or collateral estoppel arguments in order to seek dismissal of any claim or defense that was previously raised in the Civil Action, all of which remain unadjudicated. In assessing the rights and responsibilities of Athenex and ImmunityBio in the Civil Action, this Order and the Stipulation shall be afforded no weight by any court adjudicating the remaining claims and issues in any continued or future litigation.

21. The transactions contemplated by this Order and the Stipulation are undertaken by ImmunityBio without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale approved by this Court shall not alter, affect, limit, or

otherwise impair the validity of the Sale unless such authorization and such sale are duly stayed pending such appeal. ImmunityBio is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code.

22. ImmunityBio is hereby authorized, in its discretion, in connection with consummation of the transactions provided by the Stipulation, to allocate the Acquired Assets among any its affiliates, subsidiaries, designees, assignees, and/or successors in a manner as it, in its discretion, deems appropriate, and such Person shall be entitled to all of the rights, benefits, privileges, and protections of ImmunityBio as are afforded to ImmunityBio under this Order, and the Liquidating Trustee shall cooperate with and take all actions reasonably requested by ImmunityBio to effectuate any of the foregoing. In the event that ImmunityBio designates any designee (a “Claimant Designee”) to acquire any Acquired Assets, then any reference to the “Claimant” or “ImmunityBio” in this Order shall be deemed to be a reference to “the Claimant and/or such applicable Claimant Designee,” unless the context requires otherwise. Upon the transfer of any Acquired Asset to a Claimant Designee, such Claimant Designee shall be solely responsible for such Acquired Asset.

23. Pursuant to Bankruptcy Rules 6004(h), 7062, and 9014, this Order shall not be stayed after the entry hereof, and the stays provided in Bankruptcy Rules 6004(h) are hereby expressly waived and shall not apply. Notwithstanding the foregoing, within seven (7) days of the entry of this Order, the Liquidating Trustee shall serve this Order on the Additional Notice Parties set forth on the attached **Exhibit B** and provide notice that if any of the Additional Notice Parties have any objection to any of the relief set forth in this Order, they must file a written objection with the Court, and serve a copy on counsel for the Liquidating Trustee, ImmunityBio, and Exyte

by no later than twenty-one (21) days from the date of service upon the Additional Notice Parties (the “Additional Notice Objection Deadline”). The Liquidating Trustee shall file an additional Certificate of Service listing the Additional Notice Parties served pursuant to this Order. Absent the filing of an objection by any of the Additional Notice Parties by the Additional Notice Objection Deadline, this Order shall become effective and enforceable on the day following the Additional Notice Objection Deadline. If an objection is filed by an Additional Notice Party by the Additional Notice Objection Deadline and such objection cannot be resolved on consent with all Parties, the resolution of which shall be proposed by the Liquidating Trustee to the Court and shall not require a hearing unless the Court orders otherwise, the Parties will coordinate with the Court to schedule a further hearing with respect to any such objection, and this Order shall become effective and enforceable upon further Order of the Court after the Court rules on the filed objection(s) or approves the resolution(s) as may be applicable. After this Order becomes effective and enforceable, the Liquidating Trustee is authorized and empowered to immediately close the Sale.

24. Nothing in this Order shall modify or waive any closing conditions or termination rights in the Stipulation, including but not limited to the conditions set forth in Paragraph 2 of the Stipulation, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

25. To the extent that there is a conflict or inconsistency between any provision of this Order and the Stipulation, this Order shall govern.

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

27. The Debtors, the Debtors' claims agent, the Liquidating Trustee, and the Clerk of the Court are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

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

Signed: _____, 2025.

**THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE**

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
ATHENEX, INC.,	§	Case No. 23-90295 (MI)
	§	
Post-Effective Date Debtor. ¹	§	(Jointly Administered)

JOINT STIPULATION RESOLVING THE PROOF OF CLAIM OF IMMUNITYBIO, INC., CLAIM NUMBER 10016, AND THE PROOF OF CLAIM OF EXYTE U.S., INC. successor-in-interest to M+W U.S., INC. CLAIM NUMBER 10317

This stipulation (“Stipulation”) is entered by and among Emerald Capital Advisors, solely in its capacity as the Liquidating Trustee (the “Liquidating Trustee”) of the Athenex Liquidating Trust (the “Liquidating Trust”), established by the *Combined Disclosure Statement and Plan of Liquidation of Athenex, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (the “Plan”), which was confirmed by an order on September 12, 2023 [Docket No. 595] (the “Confirmation Order”), in the above-captioned Chapter 11 Cases, ImmunityBio, Inc. (“ImmunityBio”), and Exyte U.S., Inc. (“Exyte”), successor-in-interest to M+W U.S., Inc. (“M+W”) (together with the Liquidating Trustee, the “Parties”, and individual each a “Party”). The Parties respectfully submit this Stipulation, by and through the undersigned counsel, and hereby stipulate and agree as follows:

WHEREAS, On May 14, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), commencing these cases (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/athenex>.

WHEREAS, on May 25, 2023, ImmunityBio filed a proof of claim against Athenex in the amount of \$14,752,929.80 (Claim No. 10016) (the “ImmunityBio Claim”) for breach of contract and fraud with respect to the Purchase Agreement;

WHEREAS, on July 20, 2023 Exyte filed a proof of claim against Athenex in the amount of \$8,478,048.88 (Claim No. 10317) (the “Exyte Claim”) for breach of contract and other causes of action with respect to the D/B Agreement;

WHEREAS, there are issues of fact and law regarding whether and to what extent ImmunityBio is responsible for all or part of the Exyte Claim and it is the Parties’ intent that these issues not be affected or determined by this Stipulation;

WHEREAS, on September 12, 2023, the Court entered the Confirmation Order. The Plan became effective on September 22, 2023 [Docket No. 621] (the “Effective Date”);

WHEREAS, on September 5, 2023, the Debtors filed that certain *Notice of Filing Amended Plan Supplement for the Combined Disclosure Statement and Plan of Liquidation of Athenex, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 573], which attached the Liquidating Trust Agreement as a plan supplement;

WHEREAS, pursuant to the Plan, Confirmation Order, and the Liquidating Trust Agreement, the Liquidating Trustee has exclusive authority to settle or compromise any disputed general unsecured claim and to pursue, settle, or abandon causes of action belonging to the Liquidating Trust. *See* Plan, § XIV(F-G); Confirmation Order, ¶5, 12-13; Liquidating Trust Agreement, § 3.1;

WHEREAS, on or around December 29, 2017, Athenex entered into a *Design/Build Agreement* (as amended) (the “D/B Agreement”) with M+W, predecessor-in-interest to Exyte, pursuant to which, M+W agreed to construct certain aspects (the “Project”) of a cGMP ISO Class

5 high potency pharmaceutical manufacturing facility located at 3805 Lakeshore Drive East, Dunkirk, New York (the “Facility”);

WHEREAS, on February 14, 2022, Athenex sold and assigned certain of its rights and interests in and to the Facility to ImmunityBio pursuant to that certain *Asset Purchase Agreement* dated January 7, 2022 (the “Purchase Agreement”);

WHEREAS, on October 5, 2022, Exyte commenced an action (the “Civil Action”) in the Supreme Court of the State of New York, County of Erie (the “State Court”) by filing a *Summons & Complaint* against Athenex and ImmunityBio seeking damages for breach of contract and related claims in connection with the Project;

WHEREAS, on December 2, 2022, Athenex filed an *Answer with Counterclaims* (the “Answer”) in the State Court against Exyte alleging breach of contract and for liquidated damages as provided under the D/B Agreement, and on January 25, 2024, Athenex moved to dismiss counts 3-6 of the Complaint in the Civil Action;

WHEREAS, on December 2, 2022, ImmunityBio filed a Pre-Answer Motion to Dismiss Exyte’s Complaint in the State Court; Exyte and Athenex both filed opposition to this motion; ImmunityBio filed a reply in further support of its Motion; and oral argument was held on this Motion, which was attended by all Parties, however the motion is still pending and has not been ruled on;

WHEREAS, on January 23, 2023, Exyte filed an Answer to the Counterclaims of Athenex in the State Court which, *inter alia*, sets forth Exyte’s Affirmative Defenses to the various Counterclaims by Athenex;

WHEREAS, Athenex also filed a Pre-Answer Motion to Dismiss certain claims by Exyte and this application was fully submitted, but not adjudicated, and is still pending;

WHEREAS, in the Civil Action, there remain disputed legal and factual issues, including, *inter alia*, issues of whether the Project was substantially completed by Exyte; the scope and extent of the liabilities assumed by ImmunityBio as a result of or following the Purchase Agreement, if any (the “Disputed Liabilities”); and ImmunityBio’s possession and control of state funds that have been earmarked for the Project;

WHEREAS, the Disputed Liabilities in the Civil Action include payments that Exyte alleges are due and owing to Exyte for certain construction services that it provided under the D/B Agreement in connection with the Project, which ImmunityBio disputes;

WHEREAS, Athenex asserted in the Civil Action that liabilities under the D/B Agreement had been “assigned by Athenex to ImmunityBio via the Purchase Agreement” and, contrary to ImmunityBio’s and Exyte’s assertions, denied that Exyte had achieved Substantial Completion of the Project;

WHEREAS, the filing of these Chapter 11 Cases stayed discovery in the Civil Action;

WHEREAS, on March 20, 2024, the Liquidating Trustee removed the Civil Action (the “Removal Motion”) to the United States District Court for the Western District of New York (the “District Court”) pursuant to 28 U.S.C. §§ 1334(b) & 1452, and Bankruptcy Rule 9027, and moved to transfer the Civil Action to the United States District Court for the Southern District of Texas pursuant to 28 U.S.C. § 1412, to be referred to Bankruptcy Court;

WHEREAS, on April 18, 2024, ImmunityBio filed a cross-motion to remand the Civil Action to State Court pursuant to 28 U.S.C. § 1334 (the “Remand Motion”) and on May 15, 2024, the Liquidating Trustee filed a reply in opposition to the Remand Motion and in further support of the Motion to Transfer (the “Reply” and, together with the Removal Motion and Remand Motion, the “Removal Proceedings”);

WHEREAS, on March 7, 2025, the District Court entered a decision and order granting the Liquidating Trustee’s Removal Motion and denying ImmunityBio’s Remand Motion, and the Civil Action was transferred to the United States District Court for the Southern District of Texas for referral to the United States Bankruptcy Court for the Southern District of Texas, where it is now pending;

WHEREAS, the Parties have engaged in discussions regarding the foregoing; the Parties wish to expressly preserve all rights, defenses, and claims in the Civil Action, including, but not limited to, the Affirmative Defenses of Exyte to the Counterclaims of Athenex; Exyte and ImmunityBio wish to expressly preserve their rights and defenses against each other to pursue an adjudication of factual or legal issues in the Civil Action; and ImmunityBio and Athenex wish to effectuate an assignment of any remaining rights that Athenex may possess under the D/B Agreement and the Purchase Agreement but do not wish to effect the pending motions to dismiss before the State Court in the Civil Action, Exyte disputes whether any such interests in the D/B Agreement remain with Athenex, and preserves its right to dispute any claims or arguments made by ImmunityBio based on the claims it is acquiring from Athenex, and therefore any transfer is made without prejudice to the Parties’ various arguments regarding this issue, the Parties have agreed to the terms set forth in this Stipulation.

NOW, THEREFORE, IT IS STIPULATED AND AGREED TO BY THE PARTIES, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS:

1. The recitals set forth above are incorporated herein by this reference as though set forth herein at length.

2. This Stipulation shall be effective (the “Settlement Effective Date”) upon the date that the proposed order in the form and substance attached as Exhibit A hereto (or such other order in a form and substance acceptable to each Party) of the Bankruptcy Court (in either case, an “Agreed Order”) approving the settlements set forth herein becomes a final and non-appealable.

3. Upon the Settlement Effective Date, the ImmunityBio Claim shall be disallowed and expunged from the claims register in its entirety and ImmunityBio shall be deemed to have waived any rights it may hold to amend the ImmunityBio Claim or file any other claims in these Chapter 11 Cases, and agrees it does not hold any other claims against the Debtors, the Debtors’ estates, or the Liquidating Trust other than the ImmunityBio Claim that is being expunged.

4. Upon the Settlement Effective Date, any and all contractual rights and interests belonging to the Liquidating Trustee, as successor-in-interest to Athenex, related to or arising from the D/B Agreement, the Purchase Agreement, the Pre-Answer Motions to Dismiss, and the Answer (collectively, the “Acquired Assets”) shall be irrevocably assigned and transferred to ImmunityBio, free and clear of all liens, claims, counterclaims, encumbrances, and any other interests, and any successor liability, each as further set forth in the Agreed Order, provided, however, that, except for any claim for monetary recovery asserted by Exyte against Athenex, such transfer and assignment shall be without prejudice to Exyte’s defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex, which defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio in its capacity as the assignee and transferee of Athenex are expressly preserved.

5. Upon the Settlement Effective Date, the Exyte Claim shall be reduced and allowed as a general unsecured claim in the amount \$4,662,926.88 (the “Allowed Exyte Claim”), and Exyte

shall be deemed to have waived any rights it may hold to amend the Exyte Claim or file any other claims in these Chapter 11 Cases, and agrees it does not hold any other claims against the Debtors, the Debtors' estates, or the Liquidating Trust other than the Allowed Exyte Claim. The Parties agree that the Allowed Exyte Claim does not resolve any issue of fact or law before the State Court in the Civil Action, including whether and to what extent Athenex and/or ImmunityBio is responsible in whole or in part for any portion of the Disputed Liabilities. The Parties further agree that no portion of this Stipulation or the Allowed Exyte Claim shall be construed as an admission that Athenex is or is not responsible for any portion of Disputed Liabilities, as it is the Parties' intent for this issue to be litigated in the Civil Action between ImmunityBio and Exyte.

6. Upon the Settlement Effective Date, the Parties shall work cooperatively to request that the Civil Action be transferred and remanded to the State Court.

7. Notwithstanding the assignment of rights and Acquired Assets set forth in this Stipulation, the conversion of the Exyte Claim to the Allowed Exyte Claim, and the relief granted in the Agreed Order, this Stipulation shall have no effect on the rights, claims, or defenses raised by the Parties in the Civil Action. This Stipulation and the Agreed Order shall not be construed as an adjudication of any issue that has been or may be presented to the Court in the Civil Action. By way of specific, but non-exclusive examples, nothing contained in this Stipulation or the Agreed Order shall be construed as a ruling on the issues of: a) whether ImmunityBio previously assumed or was assigned the obligation to pay Exyte under the D/B Agreement or the Purchase Agreement; b) whether ImmunityBio, through its actions following execution of the Purchase Agreement, is responsible for paying Exyte for its work under the D/B Agreement; and c) whether Exyte consented to, approved, or had knowledge of any assignment of rights that may have been made by and between Athenex and ImmunityBio under the Purchase Agreement.

8. Notwithstanding the foregoing Paragraph and the rights, claims, and defenses preserved therein, the Parties agree that to the extent that Exyte is awarded a judgment against ImmunityBio in the State Court, then the actual amounts that Exyte receives as distributions in the Athenex bankruptcy may be offset against the judgment to reduce the amount owed by ImmunityBio. For the avoidance of doubt, in the event that the State Court determines that ImmunityBio is entitled to a setoff as a result of funds received by Exyte in connection with the Bankruptcy Action, the calculation of the setoff will not be based on Exyte's claim amount in its pleadings or the allowed amount but will instead be a dollar-for-dollar match to the actual amount received.

9. Notwithstanding the relief granted in the Agreed Order, the Liquidating Trustee shall not be precluded from asserting any claims, defenses, or objections it may have to any claims or causes of action asserted by Exyte in these Chapter 11 Cases or the Civil Action; provided, however, that the Liquidating Trustee agrees that in no circumstances shall it assert the position through a defense or otherwise that ImmunityBio is liable or shares liability for any claim or portion thereof asserted by Exyte, and the Liquidating Trustee is hereby estopped from asserting on behalf of itself or the Post-Effective Date Debtors and their estates, that ImmunityBio is liable or shares liability for any claim or portion thereof asserted by Exyte. The Parties agree that the Agreed Order is not an adjudication of any existing claim or issue in the Civil Action other than the claims between ImmunityBio and Athenex or, with respect to any monetary recovery asserted by Exyte against Athenex, Exyte, on the one hand, and Athenex, on the other hand. For the avoidance of doubt, any and all claims held by ImmunityBio and/or any and all monetary claims held by Exyte that were or could have been asserted against Athenex and/or the Debtors' estates shall be resolved pursuant to the agreement amongst the Parties contained herein. Excluding any

claims of Exyte for monetary recovery from Athenex, ImmunityBio and Exyte may therefore pursue an adjudication of all issues previously articulated in the pleadings in the Civil Action, as well as those raised in any future pleadings by ImmunityBio and/or Exyte. The Parties waive and agree to not assert that the Agreed Order provides a basis to invoke *res judicata* or collateral estoppel arguments in order to seek dismissal of any claim that was previously raised in the Civil Action, all of which—except for those by Exyte against Athenex—remain unadjudicated. In assessing the rights and responsibilities of Athenex and ImmunityBio in the Civil Action, this Stipulation and the Agreed Order shall be afforded no weight by any court adjudicating the remaining claims and issues in any continued or future litigation. For the avoidance of doubt, (i) this Stipulation, the Agreed Order, and the transfer of the Acquired Assets shall have no effect on any of the claims previously asserted or assertable by Exyte against ImmunityBio, or Exyte's defenses and legal challenges to any claims previously asserted or assertable by ImmunityBio against Exyte in the Civil Action, (ii) ImmunityBio assumes no liability as a result of the transactions contemplated by this Stipulation, and (iii) the transfer of the Acquired Assets is without prejudice to Exyte's defenses and legal challenges to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio (in its capacity as the recipient of the Acquired Assets), which defenses and legal challenges of Exyte to any claims, causes of action, defenses, affirmative defenses, or legal arguments made by ImmunityBio (in its capacity as recipient of the Acquired Assets) are expressly preserved.

10. Absent written consent to extend by each Party hereto, this Stipulation shall terminate if the Settlement Effective Date does not occur within 90 days of the date of the execution of this Stipulation. Upon such termination, each Party shall be restored to its respective position as if the Stipulation had not been entered.

11. This Stipulation and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, successors, and assigns.

12. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings, both written and oral, thereof.

13. The Parties agree that this Stipulation is a compromise and settlement and shall not be construed as an admission of liability, wrongdoing, or responsibility on the part of any Party.

14. Each Party hereto shall bear its own costs, fees, and expenses relating to this Stipulation and the claims referenced herein.

15. The Bankruptcy Court shall have exclusive jurisdiction with respect to all disputes or controversies arising from or related to this Stipulation.

16. This Stipulation may be amended only by written agreement of the Parties hereto.

17. This Stipulation may be executed by the Parties in separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Stipulation may be executed by exchange of facsimile or electronic signatures (in PDF or comparable format), which shall be deemed original signatures.

STIPULATED AND AGREED:

Dated: December 18, 2025

/s/ S. Margie Venus

MCKOOL SMITH, PC

John J. Sparacino (SBN 18873700)
S. Margie Venus (SBN 20545900)
600 Travis Street, Suite 7000
Houston, Texas 77002
Telephone: (713) 485-7300
Facsimile (713) 485-7344
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-and-

PORZIO, BROMBERG & NEWMAN, P.C.

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*Counsel to the Liquidating Trustee for the
Liquidating Trust of Athenex, Inc., et al.*

/s/ Jonathan Koevary

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Counsel to ImmunityBio, Inc.

/s/ Benjamin J. Hochberg

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Benjamin J. Hochberg (admitted pro hac vice)
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10th Floor
New York, New York 10019
Telephone: (212) 382-0909
Facsimile (212) 382-3456

Counsel to Exyte U.S., Inc.

Exhibit B

Party Name	Address	Town	State	Zipcode
Apex Pinnacle	326 Water Street	Binghamton	NY	13901
APEX US	290 E. John Carpenter Freeway	Irving	TX	75062
Arbon Equipment Corporation	3268 Union Road	Cheektowaga	NY	14227
Arbon Equipment Corp.	233 Wohlsen Way	Lancaster	PA	17603
Arc Communications	790 E Delavan Avenue	Buffalo	NY	14215
ASI Signage	192 Lexington Avenue, Suite 503	New York	NY	10016
AW Farrell & Son Inc.	3649 Lake Shore Drive East	Dunkirk	NY	14048
Bison Elevator Service, Inc.	295 Main Street, Suite 932 Ellicott Square Building	Buffalo	NY	14203
Buffalo Security & Fire	PO Box 823	Buffalo	NY	14207
Building Innovations Group	107 Lincoln Parkway	East Rochester	NY	14445
Clark Patterson Lee	726 Exchange Street, Suite 920	Buffalo	NY	14215
CM Communications	PO Box 892	Buffalo	NY	14207
DeSpirito Mosaic & Marble Co., Inc.	1085 E Delavan Avenue	Buffalo	NY	14215
DFT Communications Corporation	40 Temple Street	Fredonia	NY	14063
Digital Analysis Corp	716 Visions Drive, P.O. Box 95	Skaneateles	NY	13152
Eaton Corporation	1000 Cherrington Parkway	Moon Township	PA	15108
Eaton Corporation	1111 Superior Avenue	Cleveland	OH	44114-2529
Empire State Development Corporation	633 3rd Avenue	New York	NY	10017-0090
Fedegari Autoclavi SpA	SS 235 km 8	Albuzzano (PV)	Italy	27010
Ferguson Electric Co., Inc.	321 Ellicott Street	Buffalo	NY	14203
FSR Contracting Inc.	4140 S. Taylor Road	Orchard Park	NY	14127
Genesis Architects	523 Plymouth Road, Suite 210	Plymouth Meeting	PA	19462
Harrington	3 Knabner Road	Mechanicville	NY	12118
Harrington Industrial Plasti	14480 Yorba Avenue	Chino	CA	91710
Heritage Contract Flooring	29 Depot Street	Buffalo	NY	14206
Horizon Scientific, Inc.	125 Varnfield Drive	Summerville	SC	29483
Huber Construction, Inc.	136 Taylor Drive	Depew	NY	14043
I.C. Construction	65 Mid Country Drive	Orchard Park	NY	14043
Infinity Northeast Inc.	6647 Old Thompson Road	Syracuse	NY	13211
John W. Danforth Company	300 Colvin Woods Parkway	Tonawanda	NY	14150
Johnson Controls, Inc.	5757 N. Green Bay Avenue	Milwaukee	WI	53209
Kinsley Power Systems	14 Connecticut South Drive	East Granby	CT	06026
Kinsley Group, Inc.	14 Connecticut South Drive	East Granby	CT	06026
Kraftwerks, Inc.	92 Cooper Avenue, Suite 1	Tonawanda	NY	14150
Lynn Infrastructures	8175 Sheridan Drive, Building #1, Suite 100	Buffalo	NY	14221
Mader Construction Corp.	970 Bullis Road	Erie County	NY	14059
Meco	Dept At 952499	Atlanta	GA	31192
MECO	68375 Compass Way East	Mandeville	LA	70471
Mobile Air Transport, Inc.	12 Runway Avenue	Latham	NY	12110
Modular Comfort Systems	5860 Belle Isle Road	Syracuse	NY	13209
Modular Comfort Systems	660 W Metro Park	Rochester	NY	14623
PASCO	5860 Belle Isle Road	Syracuse	NY	13209
PCI Cleanroom Contracting	150 Hopping Brook Road	Holliston	MA	01746
Pro Air Plus	5759 Main Street, Suite 150-B	Williamsville	NY	14221
Process Automation Solutions	2131 Woodruff Road, Suite 2100, Box #298	Greenville	SC	29607
RE Krug Corp.	190 Oliver Street	North Tonawanda	NY	14120
Rodriguez Construction Group	683 Northland Avenue	Buffalo	NY	14211
Roger W. Gloss	2516 Route 20	Sheridan	NY	14135
Ryan Biggs - Clark Davis Engineering a	1326 New Seneca Turnpike, Suite B3	Skaneateles	NY	13152
S. St. George Enterprises, Inc.	3689 Webster Road	Fredonia	NY	14063
Saia Communications, Inc.	100 Stradtman Street	Buffalo	NY	14206
Southern Tier Security, Inc.	PO Box 219081 Dept 5082	Kansas City	MO	64121
Southern Tier Security, Inc.	PO Box 572	Blue Springs	MO	64014
SRI Fire Protection	2392 Route 9	Mechanicville	NY	12118

SRI Fire Sprinkler, LLC	1060 Central Avenue	Albany	NY	12205
Stone Bridge Iron & Steel	426 Purinton Road	Gansevoort	NY	12831-2193
Superior Boiler	3524 E. 4th Avenue	Hutchinson	KS	67501
The Pike Company	28 Main Street, Suite 1400, 1400 First Federal Plaza	Rochester	NY	14614
The State Group	100 Stradtman Street	Cheektowaga	NY	14206
U&S Services, Inc.	95 Stark Street	Tonawanda	NY	14150
Williams Scotsman, Inc.	901 S. Bond Street Suite 600	Baltimore	MD	21231
WmT Spaeder	1602 E 18th Street	Erie	PA	16510-1054
Ziskee-Kraftwerks, Inc.	90 Cooper Avenue	Tonawanda	NY	14150

United States Bankruptcy Court
Southern District of Texas

In re:
Athenex, Inc.
The Official Committee of Unsecured Cred
Debtors

Case No. 23-90295-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

Page 1 of 2

Date Rcvd: Jan 27, 2026

Form ID: pdf002

Total Noticed: 17

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 29, 2026:

Recip ID	Recipient Name and Address
db	+ Athenex, Inc., Conventus Building, 1001 Main Street, Suite 600, Buffalo, NY 14203-1009
aty	+ Carolyn G. Wade, Oregon Department of Justice, 1162 Court Street NE, Salem, OR 97301-4095
aty	+ Fosun Pharma USA, Inc., c/o Wayne Kitchens, Attorney, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607
cr	+ Fort Schuyler Management Corporation, 257 Fuller Road, Albany, NY 12203-3613
cr	+ GenScript Probio USA, Inc., 860 Centennial Avenue, Piscataway, NJ 08854-3918
cr	+ Group V Real Estate, Inc., 2457 Wehrle Drive, Williamsville, NY 14221-7141
intp	+ John McKenzie, Lead Plaintiff in Securities Class, c/o Lowenstein Sandler LLP, Attn: Michael S. Etkin, Attn: Lindsay Sklar, One Lowenstein Drive Roseland, NJ 07068-1740
cr	+ United States of America (NIH), U.S. Attorney's Office, Southern District of Texas, 1000 Louisiana Street, Suite 2300 Houston, TX 77002-5010

TOTAL: 8

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
tr	+ Email/Text: jsparacino@mckoolsmith.com	Jan 27 2026 20:12:00	Emerald Capital Advisors, Trustee of the Athenex L, c/o John Sparacino, 600 Travis Street, Suite 7000, Houston, TX 77002-3018
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Jan 27 2026 20:13:00	ATTN. TARA L. GRUNDE HARRIS COUNTY, LINEBARGER GOGGAN BLAIR & SAMPSON LLP, P.O. BOX 3064, HOUSTON, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jan 27 2026 20:13:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	^ MEBN	Jan 27 2026 20:08:05	Iron Mountain Information Management, LLC, One Federal Street, 7th Floor, Boston, MA 02110-2012
cr	Email/Text: ORDOJBankruptcyNotices@doj.oregon.gov	Jan 27 2026 20:13:00	State of Oregon, 1162 Court St NE, Salem, OR 97301
cr	+ Email/Text: pcipharmaservicesEBN@millernash.com	Jan 27 2026 20:12:00	PCI Pharma Services, c/o John R. Knapp, Jr., Miller Nash LLP, 605 5th Ave S, Ste 900, Seattle, WA 98104-3865
cr	Email/Text: UIA-Bankruptcy@michigan.gov	Jan 27 2026 20:12:00	State of Michigan Unemployment Insurance Agency, 3024 W. Grand Blvd, Ste. 12-650, Detroit, MI 48202
cr	+ Email/Text: BKBNCNotices@ftb.ca.gov	Jan 27 2026 20:13:00	State of California, Bankruptcy Section MS A340, Franchise Tax Board, PO Box 2952, Sacramento, CA 95812-2952
cr	+ Email/Text: AGBankRevenue@ag.tn.gov	Jan 27 2026 20:12:00	TN Dept of Revenue, c/o TN Attorney General's Office, Bankruptcy Division, P.O. Box 20207, Nashville, TN 37202-4015

District/off: 0541-4

User: ADIuser

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Date Rcvd: Jan 27, 2026

Form ID: pdf002

Total Noticed: 17

TOTAL: 9

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		Almirall LLC
cr		Almirall, S.A.
cr		Alter Pharma NV
intp		AmerisourceBergen Drug Corporation
intp		Avenacy Inc.
cr		Avir Pharma, Inc., Avir Pharma, Inc.
cr		Baylor College of Medicine
intp		Brammer Bio LLC
cr		Cardinal Health, Inc., on behalf of itself and cer
intp		Dechert LLP
op		Epiq Corp Restructing, LLC
cr		Ever Valinject
cr		Eversana Life Science Services, LLC
cr		Exyte U.S., Inc.
cr		Gland Pharma Limited
cr		Ingenus Pharmaceuticals, Inc.
cr		Istituto Biochimico Italiano Giovanni Lorenzini S.
intp		Maia Pharmaceuticals, Inc.
cr		Maiva Pharma Private Limited
cr		Maiva Pharma Pvt Ltd.
cr		McKesson Corporation
intp		Patheon Biologics (NJ) LLC
intp		Patheon Pharmaceuticals Inc.
cr		PharmaEssentia Corp
intp		Praxgen Pharmaceuticals LLC
cr		Prepetition Term Loan Parties
op		Quarles & Brady LLP
cr		Sagard Healthcare Royalty Partners, LP
intp		Sagent Pharmaceuticals
cr		Telerx Marketing, Inc. d/b/a C3i Solutions an HCL
cr		The Official Committee of Unsecured Creditors
cr		Thermo Fisher Scientific
cr		Zurich American Insurance Company

TOTAL: 33 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 29, 2026

Signature: /s/Gustava Winters