

THIRD AMENDING AGREEMENT

THIS THIRD AMENDING AGREEMENT is made as of August 20, 2024,

BETWEEN:

Appili Therapeutics Inc., a corporation existing under the laws of Canada

(the “**Company**”)

- and –

Aditxt, Inc., a corporation existing under the laws of the State of Delaware

(the “**Parent**”)

- and –

Adivir, Inc., a corporation existing under the laws of the State of Delaware

(the “**Buyer**”)

(collectively referred to as the “**Parties**”, and each individually as a “**Party**”)

WHEREAS:

- A. The Parties entered into an arrangement agreement dated April 1, 2024 (as amended on July 1, 2024 and further amended on July 17, 2024, the “**Arrangement Agreement**”) pursuant to which, among other things, the Parent, through its wholly-owned subsidiary, the Buyer, has agreed to acquire all of the issued and outstanding Company Shares on the terms set forth in the Arrangement Agreement pursuant to an arrangement prior to the date hereof contemplated to be under the provisions of the *Canada Business Corporations Act*;
- B. The Parties wish to enter into this amending agreement (this “**Amending Agreement**”) to amend certain terms of the Arrangement Agreement. All capitalized terms used herein but not defined herein shall have their respective meanings set forth in the Arrangement Agreement.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

- 1. The definition of “Arrangement” in Section 1.01 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

““**Arrangement**” means the arrangement of the Company under section 182 of the OBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement and the Plan of Arrangement or made at the discretion of the Court in the Interim Order or the Final Order (with the prior written consent of the Company and the Parent, each acting reasonably).”

2. The definition of “Articles of Arrangement” in Section 1.01 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“**Articles of Arrangement**” means the articles of arrangement of the Company in respect of the Arrangement that are required by subsection of 183(1) of the OBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Parent, each acting reasonably.”

3. The definition of “Certificate of Arrangement” in Section 1.01 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“**Certificate of Arrangement**” means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 183(2) of the OBCA after the Articles of Arrangement have been filed.”

4. Section 1.01 of the Arrangement Agreement shall be amended by adding the following definition immediately following the definition of “Company Acquisition Proposal” and immediately above the definition of “Company Board”:

“**Company AGM**” means the annual and special meeting of Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to consider the Continuance Resolution and for any other purpose as may be set out in the Company AGM Circular and agreed to in writing by the Parent.

“**Company AGM Circular**” means the notice of the Company AGM and accompanying management information circular, including all schedules, appendices, and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders in connection with, among other things, the Continuance.”

5. Section 1.01 of the Arrangement Agreement shall be amended by adding the following definition immediately following the definition of “Consideration Shares” and immediately above the definition of “Contract”:

“**Continuance**” means the continuance of the Company from the federal laws of Canada under the CBCA to the laws of the Province of Ontario under the OBCA, which is required to be implemented for the Arrangement to proceed under the OBCA.

“**Continuance Resolution**” means the resolution to be voted on by Company Shareholders at the Company AGM to approve the Continuance.”

6. The definition of “Material Adverse Effect” in Section 1.01 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“**Material Adverse Effect**” means with respect to a Party, any change, event, occurrence, effect, state of facts, development or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, financial condition or results of operations of the Party and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstances resulting from: (a) any change affecting any of the industries in which the Party or any of its Subsidiaries operate; (b) any change in general

economic, business, regulatory, political, financial, capital, securities or credit market conditions in Canada, the United States or globally; (c) any earthquake, hurricane, tornado, flood or other natural disaster, any outbreak of war or act of terrorism or any epidemic, pandemic or disease outbreak (including the COVID-19 virus or public health emergencies as declared by the World Health Organization); (d) any change in Law or GAAP; (e) any action taken (or omitted to be taken) by the Party or any of its Subsidiaries, which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is consented to by the other Parties in writing; (f) the announcement of this Agreement or consummation of the Continuance or the Arrangement or the transactions contemplated hereby; (g) the failure of the Party to meet any internal or published projections, forecasts, guidance or estimate of revenues, earnings or cash flows for any period ending on or after the date of this Agreement; provided, however, that the exception in this clause (g) shall not prevent the underlying facts giving rise or contributing to such failure, if not otherwise excluded from the definition of Material Adverse Effect, from being taken into account in determining whether a Material Adverse Effect has occurred; or (h) any change in the market price or trading volume of any securities of the Party provided, however, that the exception in this clause (h) shall not prevent the underlying facts giving rise or contributing to such change, if not otherwise excluded from the definition of Material Adverse Effect, from being taken into account in determining whether a Material Adverse Effect has occurred; *provided*, however, that (i) if any change, event, occurrence, effect, state of facts or circumstance in clauses (a) through and including (d) above has a materially disproportionate effect on the Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Party or any of its Subsidiaries operate, such effect may be taken into account in determining whether a Material Adverse Effect has occurred, and (ii) references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a “Material Adverse Effect” has occurred.”

7. Section 1.01 of the Arrangement Agreement shall be amended by adding the following definition immediately following the definition of “Non-Refusing Party” and immediately above the definition of “Order”:

“**OBCA**” means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“**OBCA Director**” means the Director appointed pursuant to section 278 of the OBCA.”

8. The definition of “Outside Date” in Section 1.01 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“**Outside Date**” means November 19, 2024.”

9. The definition of “Parent Acquisition Proposal” in Section 1.01 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“**Parent Acquisition Proposal**” means, other than the transactions contemplated by this Agreement, any bona fide expression of interest, offer, proposal or inquiry (whether written or oral) from, or public announcement by, any Person or group of Persons other than the Company (or any affiliate of either of them) after the date of this Agreement relating to: (a) any direct or indirect sale, exchange, transfer, disposition, alliance or joint venture (or any lease, long-term supply agreement or other arrangement having the same economic effect as a disposition or

sale), in a single transaction or series of related transactions, of assets (including assets and/or shares of any Subsidiary of the Parent) representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue, as applicable, of the Parent, taken as a whole; (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of the Parent (and/or securities convertible into, or exchangeable or exercisable for, voting or equity securities of the Parent); (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or similar transaction or series of transactions involving the Parent or any of its Subsidiaries; or (d) any other similar transaction or series of transactions involving the Parent or any of its Subsidiaries, the consummation of which would reasonably be expected to impede, interfere with, prevent, or delay the transactions contemplated by the Arrangement, the Continuance or this Agreement or which could reasonably be expected to materially reduce the benefits to the Company of the Arrangement.”

10. Section 2.02(c) and (d) of the Arrangement Agreement shall be deleted in their entirety and replaced with the following:

“(c) subject to obtaining the approvals as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, take all steps reasonably necessary or desirable to submit the Arrangement to the Court and appear at Court to seek the Final Order as soon as reasonably practicable following the approval of the Arrangement Resolution at the Company Meeting;

(d) file the Articles of Arrangement with the OBCA Director pursuant to section 182 of the OBCA upon satisfaction and/or waiver of the conditions set forth in Article VI and as set out in this Agreement;

(e) convene and conduct the Company AGM as promptly as practicable to vote upon the Continuance, the other matters set forth in the Company AGM Circular and any other matters as may be properly brought before the Company AGM; and

(f) complete all necessary filings with the Director under the CBCA and the OBCA Director under the OBCA to implement the Continuance.”

11. The opening portion of Section 2.03 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“As soon as reasonably practicable after the date of this Agreement, and in any event at such time so as to permit the Company Meeting to be held on or before the date specified in Section 2.06, the Company shall apply pursuant to section 182 of the OBCA and, in co-operation with the Parent, prepare, file and diligently pursue an application for the Interim Order which shall provide, among other things:”

12. Section 2.06(a) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“convene and conduct the Company Meeting in accordance with the Interim Order, the Company’s constating documents and applicable Laws as promptly as practicable (and in any

event the Company will use commercially reasonable efforts to do so not later than November 6, 2024, provided that the Company shall be under no obligation to hold the Company Meeting prior to the date that is 50 days following the date that the Parent delivers to the Company all complete Additional Financial Disclosure required for inclusion in the Company Circular as contemplated by Section 5.02(c)(v), and in this regard, the Company may abridge any time periods that may be abridged under Securities Laws for the purpose of considering the Arrangement Resolution and for any other purposes as may be set out in the Company Circular and agreed to by the Parent in writing, acting reasonably; set, publish and give notice of, the record date for the Company Shareholders entitled to vote at the Company Meeting as promptly as reasonably practicable; and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Parent (such consent not to be unreasonably withheld, conditioned or delayed), except as required or permitted under Section 6.04 or Section 7.03(b) or as required for quorum purposes (in which case, the Company Meeting shall be adjourned and not cancelled) or as required by applicable Laws or a Governmental Entity. Notwithstanding the foregoing, the Company may further extend the time of the Company Meeting in the event that any auditor consent (or similar instrument) is required with respect to the Additional Financing Disclosure and such consent (or similar instrument) is not available at the scheduled time of printing the Company Circular – such extended period of time to be agreed to by the Company and the Parent, each acting reasonably.”

13. Section 2.06 of the Arrangement Agreement shall be amended by adding the following after Section 2.06(i):

“(j) use its commercially reasonable efforts to solicit proxies in favour of the approval of the Continuance Resolution and against any resolution submitted by any Person that is inconsistent with, or which seeks (without the Parent’s consent) to hinder or delay, the Continuance, but for certainty this provision shall not require the Company to retain a proxy solicitation firm;

(k) allow the Parent’s representatives and legal counsel to attend the Company AGM; and

(l) promptly advise the Parent, at such times as the Parent may reasonably request, including, as applicable, on a daily basis on each of the last ten (10) Business Days prior to the date of the Company AGM, as to the aggregate tally of proxies received by the Company in respect of the Continuance.”

14. Section 2.07 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“If (i) the Interim Order is obtained and, subject to the approvals contemplated by the Interim Order, and (ii) the Arrangement Resolution is passed at the Company Meeting as provided for in the Interim Order, the Company shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 182 of the OBCA, as soon as practicable, but in any event not later than five (5) Business Days after the Arrangement Resolution are passed at the Company Meeting.”

15. Section 2.09 of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

"The Articles of Arrangement shall implement the Plan of Arrangement and shall include the Plan of Arrangement. Unless another time or date is agreed to in writing by the Parties, the completion of the Arrangement (the "**Closing**") will take place on the fifth (5th) Business Day after the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions contained in Article VI (excluding conditions that, by their terms, are to be satisfied on the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions), either at the offices of Dentons Canada LLP or electronically at 9:00 a.m. (Toronto time) on the Effective Date, unless another time or date is agreed to by the Parties. The Company shall file the Articles of Arrangement with the OBCA Director pursuant to section 183(1) of the OBCA on the day of Closing."

16. Section 2.10(a) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

"Subject to Section 2.10(b), not later than 9:00 am (Toronto time) on the day that is one (1) Business Day prior to the filing by the Company of the Articles of Arrangement with the OBCA Director in accordance with Section 2.09, the Buyer shall: (i) deposit in escrow with the Depository (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably): (A) sufficient Consideration Shares to satisfy the aggregate Share Consideration payable to Company Shareholders (other than Company Shareholders who have exercised Dissent Rights) on the Effective Date pursuant to the Plan of Arrangement; (B) such amount of cash as is required to satisfy the: (i) aggregate Cash Consideration payable to Company Shareholders (other than Company Shareholders who have exercised Dissent Rights); (ii) aggregate amount payable to the holders of Company Options; and (iii) aggregate amount payable to holders of Company Warrants, on the Effective Date pursuant to the Plan of Arrangement."

17. Section 3.01(b) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

"The Company has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Company as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby are within the Company's corporate power and capacity and has been duly authorized by the Company Board and no other corporate proceedings on the part of the Company is necessary to authorize this Agreement, the Arrangement or the transactions contemplated hereby other than: (i) the approval by the Company Board of the Company Circular; (ii) the Continuance Resolution approved by the Company Shareholders at the Company AGM; (iii) the Arrangement Resolution being approved by the Company Shareholders at the Company Meeting in accordance with the Interim Order, as applicable, and applicable Laws; (iv) filings with the Court in respect of the Arrangement; (v) filing of the applicable documents to implement the Continuance; and (vi) filing of the Articles of Arrangement with the OBCA Director."

18. Section 3.01(d) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

"The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Arrangement do not require any other Authorization or other action by or in respect of, or filing, recording, registering or publication, or notification to, any

Governmental Entity other than: (i) the Interim Order; (ii) the Final Order; (iii) filings with the Director under the CBCA and the OBCA Director under the OBCA; (iv) any actions or filings with the Securities Authorities or the TSX; and (v) any consents, waivers, approvals or actions or filings or notifications, the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company or restrain, enjoin or otherwise interfere with, prevent or materially delay or impede the transactions contemplated by the Continuance, the Arrangement or this Agreement.”

19. Section 5.03(a)(i) and Section 5.03(a)(ii) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“(i) using commercially reasonable efforts to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable to complete the Continuance and the Arrangement and perform its obligations under this Agreement, including using its commercially reasonable efforts to: (A) promptly satisfy its conditions and perform its obligations under this Agreement; and (B) co-operate with the other Parties in connection with the performance by it and its Subsidiaries of their respective obligations hereunder;

(ii) using commercially reasonable efforts to satisfy, or cause the satisfaction of, all conditions precedent in this Agreement and carry out the terms of, take all steps set forth in, the Interim Order and Final Order applicable to it or its Subsidiaries and comply promptly with all requirements imposed by applicable Law with respect to this Agreement, the Continuance or the Arrangement;”

20. Section 5.03(e) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“The Parent shall use commercially reasonable efforts to complete the Financing on or prior to 5:00 p.m. (ET) on October 18, 2024 and reserve such appropriate amount of proceeds of the Financing to fulfill its obligations contemplated herein.”

21. Section 6.01 of the Arrangement Agreement shall be amended by adding the following as Section 6.01(i):

“the Parent shall have received evidence of the completion of the Continuance in form and substance satisfactory to the Parent, acting reasonably.”

22. The reference to “dissent rights” in Section 6.02(c) of the Arrangement Agreement shall be replaced by “Dissent Rights”.

23. Section 6.02(f)(iii) of the Arrangement Agreement shall be deleted in its entirety and replaced with the following:

“(iii) prohibit or restrict in any material respect the ownership or operation by the Parent of the business or assets of the Parent, the Buyer, the Company or its Subsidiary, or compel the Parent or the Buyer to dispose of or hold separate any material portion of the business or assets of Parent or the Buyer, the Company or its Subsidiary as a result of the Continuance or the Arrangement.”

24. Schedule A of the Arrangement Agreement shall be deleted in its entirety and replaced with the Exhibit A hereto.
25. Schedule B of the Arrangement Agreement shall be deleted in its entirety and replaced with the Exhibit B hereto.
26. This Amending Agreement shall be binding upon and enure to the benefit of the Company, the Parent, the Buyer and their respective successors and permitted assigns.
27. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.
28. This Amending Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.
29. This Amending Agreement is supplementary to the Arrangement Agreement and is to be read with and construed in accordance with the Arrangement Agreement as if this Amending Agreement and the Arrangement Agreement constitute one agreement.
30. Other than as provided in this Amending Agreement, all other terms and conditions of the Arrangement Agreement, as amended, shall remain in full force and effect, unamended, and the Parties hereto hereby ratify and confirm the same.

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IN WITNESS WHEREOF, the Parties have executed this Amending Agreement as of the date first written above.

APPILI THERAPEUTICS INC.

By: _____ (signed) "*Don Cilla*"
Name: Don Cilla
Title: President and Chief Executive Officer

ADITXT, INC.

By: _____ (signed) "*Amro Albanna*"
Name: Amro Albanna
Title: Chief Executive Officer

ADIVIR, INC.

By: _____ (signed) "*Amro Albanna*"
Name: Amro Albanna
Title: Authorized Signatory

EXHIBIT A

See Attached.

SCHEDULE A

PLAN OF ARRANGEMENT UNDER SECTION 182

OF THE *BUSINESS CORPORATIONS ACT* (Ontario)

ARTICLE I INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Arrangement Agreement (as defined below) and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

“affiliate” has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

“Arrangement” means an arrangement under the Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 9.01 of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Parent, each acting reasonably;

“Arrangement Agreement” means the arrangement agreement dated as of March 31, 2024 as amended on July 1, 2024, July 17, 2024 and August 20, 2024, between the Buyer, the Parent and the Company (including the schedules thereto) as it may be further amended, modified or supplemented from time to time in accordance with the terms thereof;

“Arrangement Resolution” means the special resolution approving the Plan of Arrangement considered at the Company Meeting;

“business day” means any day, other than a Saturday, a Sunday or any day on which major banks are closed for business in Halifax, Nova Scotia, Toronto, Ontario and New York, New York;

“Buyer” means Adivir, Inc., a corporation existing under the laws of the State of Delaware;

“Cash Consideration” means US\$0.0467 for each Company Share, on the basis set out in this Plan of this Plan of Arrangement;

“CBCA” means the *Canada Business Corporations Act* and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Company” means Appili Therapeutics Inc., a corporation existing under the laws of Canada;

“Company Circular” means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices, and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement;

"Company Meeting" means the special meeting of Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Parent;

"Company Option" means the outstanding options to purchase Company Shares issued pursuant to the Company Stock Option Plan;

"Company Securityholders" means, collectively, the Company Shareholders, the holders of the Company Options and the holders of the Company Warrants.

"Company Shareholders" means the registered and/or beneficial owners of the Company Shares, as the context requires;

"Company Shares" means the Class A common shares in the capital of the Company;

"Company Stock Option Plan" means the Company's second amended and restated stock option plan approved by Company Shareholders on September 22, 2022, as may be amended from time to time;

"Company Warrants" means the outstanding warrants of the Company to purchase Company Shares;

"Consideration" means the consideration to be received by the Company Shareholders pursuant to the Plan of Arrangement as consideration for their Company Shares, consisting of: (a) the Share Consideration; and (b) the Cash Consideration;

"Continuance" means the continuance of the Company from the CBCA to the OBCA to occur prior to the Final Order;

"Court" means the Ontario Superior Court of Justice (Commercial List);

"Depository" means such trust company, bank or other financial institution as the Company may appoint to act as depository in relation to the Arrangement, with the consent of the Parent, acting reasonably;

"Dissent Rights" has the meaning ascribed thereto in Section 4.1;

"Dissenting Shareholder" means a registered holder of Company Shares who validly dissents in respect of the Arrangement Resolution in compliance with the Dissent Rights and has not withdrawn, or been deemed to have withdrawn, such exercise of Dissent Rights, but only in respect of the Company Shares in respect of which Dissent Rights are validly exercised by such registered holder;

"Dissenting Shares" means the Company Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent in respect of its Company Shares;

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

"Effective Time" means 12:01 a.m. (Toronto time), or such other time on the Effective Date as may be agreed to in writing by the Company and the Buyer;

“Final Order” means the final order of the Court, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such affirmation or amendment is satisfactory to each of the Parties, acting reasonably) on appeal;

“Governmental Entity” means: (a) any international, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign; (b) any subdivision or authority of any of the foregoing; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange;

“holders” means (a) when used with reference to the Company Shares, except where the context otherwise requires, the holders of the Company Shares shown from time to time in the registers maintained by or on behalf of the Company in respect of the Company Shares, and (b) when used with reference to the Company Options or the Company Warrants, the holders of Company Options or Company Warrants, respectively, shown from time to time in the registers or accounts maintained by or on behalf of the Company;

“Interim Order” means the interim order of the Court, in form and substance satisfactory to each Party, acting reasonably, and providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably;

“Law” or **“Laws”** means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, by-law, code, rule, regulation, order, injunction, judgment, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise;

“Letter of Transmittal” means the letter of transmittal to be delivered by the Company to the Company Shareholders for use in connection with the Arrangement;

“Liens” means any mortgage, charge, pledge, encumbrance, hypothec, security interest, prior claim, restriction, easement, right of way, covenant, possessory interest, right of first refusal, preference, pre-emptive right, priority, option or lien (statutory or otherwise) and other similar encumbrance of any kind, in each case, whether fixed or floating, contingent or absolute;

“Notice of Dissent” means a notice of dissent validly given by a registered holder of Company Shares exercising Dissent Rights as contemplated in the Interim Order and as described in Article IV;

“OBCA” means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Parent” means Aditxt, Inc., a corporation existing under the laws of the State of Delaware;

“Parent Share” means a share of common stock in the capital of the Parent;

"Parties" means, collectively, the Company, the Parent and the Buyer, and **"Party"** means any of them;

"Person" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status;

"Plan of Arrangement" means this plan of arrangement and any amendments or variations hereto made in accordance with Section 9.01 of the Arrangement Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order with the written consent of the Parent and the Company, each acting reasonably;

"Record Date" means the record date for receiving notice of, and voting at, the Company Meeting as set out in the Interim Order;

"Reference Price" means \$0.07598;

"Share Consideration" means 0.002745004 of a Parent Share for each Company Share, subject to adjustment in the manner and in the circumstances contemplated in Section 2.13 of the Arrangement Agreement, on the basis set out in this Plan of this Plan of Arrangement;

"Tax Act" means the *Income Tax Act* (Canada), as amended;

"U.S. Securities Act" means the *United States Securities Act* of 1933;

"U.S. Tax Code" means the United States Internal Revenue Code of 1986, as amended;

"Warrant Agent" means Computershare Trust Company of Canada; and

"Warrant Indentures" means, collectively, the warrant indenture dated as of October 14, 2021 between the Company and the Warrant Agent, as warrant agent, and the warrant indenture dated as of May 26, 2022 between the Company and the Warrant Agent, as warrant agent, and **"Warrant Indenture"** means either of them.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, Appendices, subsections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, Appendix, subsection, paragraph or clause by number or letter or both refer to the Article, Section, Appendix, subsection, paragraph or clause, respectively, bearing that designation in this Plan of Arrangement. The words "hereof", "herein" and "hereunder" and words of like import used in this Plan of Arrangement shall refer to this Plan of Arrangement as a whole and not to any particular provision of this Plan of Arrangement.

1.3 Rules of Construction

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and *vice versa*, and words importing gender include all genders. References in this Plan of Arrangement to the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by those words or words of like import.

1.4 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian currency and “\$” refers to Canadian dollars.

1.5 Date for Any Action

If the date on which any action is required to be taken hereunder by a Person is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

1.6 References to Dates, Statutes, etc.

In this Plan of Arrangement, references from or through any date mean, unless otherwise specified, from and including that date and/or through and including that date, respectively. In this Plan of Arrangement, references to a particular statute or Law shall be to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time. References to any agreement, contract or plan are to that agreement, contract or plan as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. Any reference in this Plan of Arrangement to a Person includes its heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person.

1.7 Time

Time shall be of the essence in this Plan of Arrangement. All times expressed herein are Toronto, Ontario time unless otherwise stipulated herein.

1.8 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the OBCA, and the Laws of the Province of Ontario and other federal Laws of Canada applicable therein.

ARTICLE II THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement will, without any further act or formality required on the part of any Person, become effective at, and be binding at and after, the times referred to in Section 3.1 on (i) the Buyer, the Parent and the Company, (ii) all holders and beneficial owners of Company Shares (including Dissenting Shareholders), Company Warrants and Company Options, (iii) all participants in the Company Stock Option Plan, (iv) the Depositary, (v) the Warrant Agent, and (vi) all other Persons.

2.3 Continuance

The Continuance shall have been completed as a preliminary step prior to, and shall be a condition precedent to, the implementation of the Plan of Arrangement.

ARTICLE III ARRANGEMENT

3.1 The Arrangement

Commencing at the Effective Time, the following shall occur and shall be deemed to occur as set out below without any further authorization, act or formality, in each case effective as at two minute intervals starting at the Effective Time:

- (1) each Company Share held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred, without any further act or formality by or on behalf of any Dissenting Shareholder, to the Buyer in consideration for a debt claim against the Buyer for the amount determined under Article IV, and:
 - (a) such Dissenting Shareholder shall cease to be the holder of such Company Shares and shall cease to have any rights as a Company Shareholder other than the right to be paid fair value for such Company Shares as set out in Section 4.1;
 - (b) such Dissenting Shareholder's name shall be removed as the holder of Company Shares from the register of Company Shareholders maintained by or on behalf of the Company; and
 - (c) the Buyer shall be deemed to be the transferee of such Company Shares free and clear of all Liens (other than the right to be paid fair value for such Shares as set out in Section 4.1), and shall be entered in the applicable register of Company Shareholders maintained by or on behalf of the Company;
- (2) each Company Share outstanding immediately prior to the Effective Time (other than Shares held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised under Section 3.1(1) and any Company Shares held by the Parent, the Buyer or any affiliates thereof) shall, without any further action by or on behalf, of any Company Shareholder, be deemed to be assigned and transferred by the holder thereof to the Buyer in exchange for the Consideration, and:
 - (a) each holder of such Company Shares shall cease to be the holder thereof and to have any rights as a Company Shareholder other than the right to be paid the Consideration per Company Share in accordance with this Plan of Arrangement;
 - (b) the name of each such holder shall be removed from the Company Share registers maintained by or on behalf of the Company; and
 - (c) the Buyer shall be deemed to be the transferee of such Company Shares free and clear of all Liens and shall be entered in the Company Share registers maintained by or on behalf of the Company;

- (3) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Stock Option Plan and any agreements related to the Company Options, shall be deemed to be unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf, of any holder of Company Options, be deemed to be assigned and transferred by the holder thereof to the Company, and:
- (a) each holder of such Company Options shall cease to be the holder thereof and to have any rights as a holder of Company Options other than the right to be paid the amount (if any) by which the Reference Price exceeds the exercise price of such Company Option, less applicable withholdings, in accordance with this Plan of Arrangement and each such Company Option shall immediately be cancelled and, for greater certainty, where such amount is a negative amount, neither the Company nor the Buyer shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option;
 - (b) the name of each such holder shall be removed from the Company Option registers maintained by or on behalf of the Company; and
 - (c) the Stock Option Plan and all agreements relating to the Company Options shall be terminated and shall be of no further force and effect;
- (4) each Company Warrant outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Warrant Indentures and the warrant certificates related to the Company Warrants, shall be deemed to be unconditionally vested and exercisable, and such Company Warrant shall, without any further action by or on behalf, of any holder of Company Warrants, be deemed to be assigned and transferred by the holder thereof to the Company, and:
- (a) each holder of such Company Warrants shall cease to be the holder thereof and to have any rights as a holder of Company Warrants other than the right to be paid the amount (if any) by which the Reference Price exceeds the exercise price of such Company Warrant, less applicable withholdings, in accordance with this Plan of Arrangement and each such Company Warrant shall immediately be cancelled and, for greater certainty, where such amount is a negative amount, neither the Company nor the Buyer shall be obligated to pay the holder of such Company Warrant any amount in respect of such Company Warrant;
 - (b) the name of each such holder shall be removed from the Company Warrant registers maintained by or on behalf of the Company; and
 - (c) the Warrant Indentures and the warrant certificates related to the Company Warrants shall be terminated and shall be of no further force and effect.

3.2 Transfers Free and Clear

Any exchange or transfer of any securities pursuant to the Arrangement shall be free and clear of all Liens or other claims of third parties of any kind.

3.3 Fractions

In no event shall any fractional Parent Shares be issued under this Plan of Arrangement. Where the aggregate number of Parent Shares to be issued to a Company Shareholder as consideration under this Plan of Arrangement would result in a fraction of a Parent Share being issuable, then the number of Parent Shares to be issued to such Company Shareholder shall be rounded down to the closest whole number without any payment in lieu.

ARTICLE IV RIGHTS OF DISSENT

4.1 Rights of Dissent

Registered Company Shareholders may exercise rights of dissent with respect to their Company Shares pursuant to and in the manner set forth in section 185 of the OBCA as modified by the Interim Order and this Article IV (the “**Dissent Rights**”); provided that, notwithstanding subsection 185(6) of the OBCA, written notice setting forth such a registered Company Shareholder’s objection to the Arrangement and exercise of Dissent Rights must be received by the Company not later than 5:00 p.m. (Toronto Time) on the business day which is two (2) business days preceding the date of the Company Meeting. Company Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred their Company Shares to the Buyer as of the Effective Time as set out in Section 3.1(1) and if they:

- (1) ultimately are entitled to be paid the fair value for their Company Shares by the Buyer determined in accordance with section 185 of the OBCA, shall be paid the fair value of such Company Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; or
- (2) ultimately are not entitled, for any reason, to be paid the fair value for their Company Shares by the Buyer, shall be deemed to have participated in the Arrangement on the same basis as any non-dissenting Company Shareholder.

4.2 Recognition of Dissenting Shareholders

- (1) From and after the Effective Time, in no case shall the Parent, the Buyer, the Company or any other Person be required to recognize a Dissenting Shareholder as (i) a holder of Company Shares or (ii) as a holder of any securities of any of the Parent, the Buyer, the Company or any of their respective subsidiaries (other than as required pursuant to the terms and conditions of other securities of the Company held by such Dissenting Shareholder prior to the Effective Time) and the names of the Dissenting Shareholders shall be deleted from the central securities register of the Company and the Buyer shall be recorded as the holder of the Company Shares so transferred and shall be deemed the legal and beneficial owner thereof free and clear of any Liens.
- (2) In addition to any other restrictions under the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Company Options with respect to such holder’s Company Options, (ii) holders of Company Warrants with respect to such holder’s Company Warrants and (iii) holders of Company Shares who vote or have

instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution.

ARTICLE V DELIVERY OF CONSIDERATION

5.1 Delivery of Consideration

- (1) Following receipt of the Final Order and prior to the Effective Date in accordance with the terms of the Arrangement Agreement, the Buyer shall deposit, or cause to be deposited, with the Depositary:
 - (a) such number of Parent Shares as is necessary in order to effect the exchange or settlement of the Share Consideration under Section 3.1 of this Plan of Arrangement; and
 - (b) such amount of cash as is required to satisfy the: (i) aggregate Cash Consideration payable to Company Shareholders (other than Company Shareholders who have exercised Dissent Rights); (ii) aggregate amount payable to the holders of Company Options; and (iii) aggregate amount payable to holders of Company Warrants, under Section 3.1 of this Plan of Arrangement.
- (2) Upon the surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Company Shares that were transferred pursuant to Section 3.1(2), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of the Company Shares represented by such surrendered certificate shall be entitled to receive in exchange therefor from the Depositary, and the Depositary shall deliver to such holder as soon as possible, a certificate or direct registration system statement representing the Parent Shares which such holder has the right to receive under the Arrangement for such Company Shares, less any amounts required to be withheld pursuant to Section 5.3, and any certificate so surrendered shall forthwith be cancelled.
- (3) Until surrendered for cancellation as contemplated by this Section 5.1, each certificate that immediately prior to the Effective Time represented Company Shares (other than Company Shares in respect of which Dissent Rights have been validly exercised and not withdrawn) shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration in lieu of such certificate as contemplated in this Section 5.1, less any amounts withheld pursuant to Section 5.3. Any such certificate formerly representing Company Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Company Shares of any kind or nature against or in the Company or the Buyer. On such date, all Consideration to which such former holder was entitled shall be deemed to have been surrendered to the Buyer.
- (4) No holder of Company Shares, Company Options or Company Warrants with respect to such securities shall be entitled to receive any consideration other than the consideration to which such holder is entitled to receive in accordance with Article III and this

Section 5.1 and, for certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends with a record date prior to the Effective Date. No dividend or other distribution declared or made after the Effective Time with respect to the Company Shares with a record date on or after the Effective Date shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Date, represented outstanding Company Shares.

5.2 Lost Certificates

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to Section 3.1(2) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depository will deliver in exchange for such lost, stolen or destroyed certificate, the applicable Consideration deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such Consideration is to be delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Buyer and the Depository (each acting reasonably) in such sum as the Buyer may direct, or otherwise indemnify the Buyer, the Parent, the Company and the Depository in a manner satisfactory to the Buyer, the Parent, the Company and the Depository, acting reasonably, against any claim that may be made against the Buyer, the Parent, the Company and the Depository with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Withholding Rights

The Company, the Buyer and the Depository shall be entitled to deduct and withhold from any amount otherwise payable or otherwise deliverable to any Company Securityholder under this Plan of Arrangement thereof such amounts as the Company, the Buyer or the Depository, as applicable, determines, acting reasonably, are required to be deducted or withheld with respect to such payment under the Tax Act, the U.S. Tax Code or any provision of applicable Law, and any such deducted or withheld amounts shall be remitted to the appropriate Governmental Entity. To the extent that the amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the affected Company Securityholder in respect of which such deduction and withholding was made; provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity.

5.4 U.S. Securities Laws Exemption

Notwithstanding any provision herein to the contrary, the Parties agree that the Plan of Arrangement will be carried out with the intention that all Parent Shares issued on completion of the Plan of Arrangement to the Company Shareholders will be issued by the Parent and delivered to the Company Shareholders in reliance on the exemption from the registration requirements of the U.S. Securities Act, as provided by Section 3(a)(10) thereof.

ARTICLE VI AMENDMENTS

6.1 Amendments to Plan of Arrangement

- (1) The Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (a) set out in writing, (b) approved by the Parties, (c) filed with the Court and, if made following the Company Meeting, approved by the Court and (d) communicated to Company Shareholders and others as may be required by the Interim Order if and as required by the Court.
- (2) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company, at any time prior to the Company Meeting (provided that the Buyer and Parent shall have consented thereto in writing) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (3) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (a) it is consented to in writing by each of the Company, the Buyer and the Parent (in each case, acting reasonably), and (b) if required by the Court, it is consented to by Company Shareholders voting in the manner directed by the Court.
- (4) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by the Parties without approval of or communication to the Court or the Company Securityholders, provided that it concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Company Shares, Company Options or Company Warrants.

ARTICLE VII FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

EXHIBIT B

SCHEDULE B

Arrangement Resolution

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. The arrangement (the “**Arrangement**”) under section 182 of the OBCA involving the Company, pursuant to the arrangement agreement among the Company, Aditxt, Inc. and Adivir, Inc. dated as of March 31, 2024 as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Arrangement Agreement**”), all as more particularly described and forth in the Circular accompanying the notice of meeting, and all transactions contemplated by the Arrangement Agreement are hereby authorized, approved and adopted.
2. The plan of arrangement, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms, involving the Company (the “**Plan of Arrangement**”), the full text of which is set out as Schedule “A” to the Arrangement Agreement, is hereby authorized, approved and adopted.
3. The Arrangement Agreement and all the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are each hereby ratified and approved.
4. The Company is hereby authorized to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Company Shareholders (as defined in the Arrangement Agreement) or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, at their discretion, without further notice to or approval of the Company Shareholders: (a) to amend or modify the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
6. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to make an application to the Court for an order approving the Arrangement and to execute, under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, for filing with the Director under the OBCA, articles of arrangement and such other documents and instruments as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
7. Any director or officer of the Company is hereby authorized, for and on behalf of the Company, to execute, with or without the corporate seal and, if appropriate, deliver any and all other agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do, or cause to be done, any and all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement, the completion of the

Arrangement and related transactions in accordance with the Arrangement Agreement and the matters authorized hereby, including, without limitation: (a) all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Company, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument, and the taking or doing of any such action.