IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered) **Re: D.I. 5 & 286**

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (II) APPROVING THE ASSET PURCHASE AGREEMENT AND (III) AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion, dated October 3, 2023 [D.I. 5] (the "**Motion**"), of the above-captioned Debtors and Debtors in possession (the "**Debtors**") for the entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 1005, 2002, 6004, 6006, 9007, 9014 and 9019 and Local Rules 2002-1, 6004-1 (i) approving the Asset Purchase Agreement by and between the Debtors and Ginkgo Bioworks, Inc. (together with its permitted designees, successors and permitted assigns in accordance with the APA, the "**Purchaser**"), dated October 3, 2023, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of November 17, 2023, and the Amended and Restated Asset Purchase Agreement, dated as of December 21, 2023 (as amended, substantially in the form attached hereto as **Exhibit A**, the "**APA**"),[2] whereby the Debtors have agreed to sell (the "**Sale**"), and Purchaser has agreed to acquire, certain of the

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA.

Debtors' assets (collectively, and as specifically set forth and defined in the APA, the "**Acquired Assets**") other than the Excluded Assets, and the Debtors have agreed to transfer and Purchaser has agreed to assume certain of the Debtors' liabilities (collectively, and specifically set forth and defined in the APA, the "**Assumed Liabilities**") (collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of these chapter 11 cases (the "**Cases**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and

rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting certain related relief on November 20, 2023 [D.I. 194] (the "**Bidding Procedures Order**"); and an auction (the "**Auction**") having been held on December 13 and 14, 2023 in accordance with the Bidding Procedures Order; and Purchaser having been deemed one of the Successful Bidders (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Cases (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on December 19, 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the Sale Hearing; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. § 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding

pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rules 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Transactions, APA, Sale Hearing, Auction and the Cure Amounts

C. Actual written notice of the Sale Hearing, the terms and provisions of this Order, the Auction, the Motion and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities including to the following parties: (i) the office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to Purchaser), (iv) all known creditors, (v) any party that has asserted or that the Debtors believe may assert a lien in the Debtors' assets; (vi) all parties who have filed a notice of appearance and request for service of papers in the Cases pursuant to Bankruptcy Rule 2002; (vii) each of the Debtors' current landlords and each counterparty to the Debtors' Contracts (as defined in the APA); and (vii) the United States Internal Revenue Service (collectively, the "**Notice Parties**").

D. The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the relief requested in the Motion relating to the Sale in *The New York Times* on November 28, 2023 [D.I. 229].

E. Proper, timely, adequate and sufficient notice of the Motion, the terms and provisions of this Order and the Sale Hearing has been provided in accordance with section 102(1), 105(a), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 6004, and in

compliance with the Local Rules and the Bidding Procedures Order, including to the Notice Parties. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing, the APA, the Transactions or this Order is required. The disclosures made by the Debtors concerning the APA, the Auction, the Transactions, this Order and the Sale Hearing were good, complete and adequate.

F. In accordance with the Bidding Procedures Order, the Debtors have served a cure notice [D.I. 203] (the "**Cure Notice**") upon all executory contract and lease counterparties notifying such parties: (i) that the Debtors may seek to assume and assign certain contracts and leases on the Closing Date of the Sale or thereafter until the Designation Deadline as provided in the APA and (ii) of the proposed Cure Amounts. The service of such notices was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for such contracts and leases. Each of the contract and lease counterparties has had an opportunity to object to the Cure Amounts set forth in the Cure Notice.

Highest and Best Offer

G. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a marketing process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The Auction contemplated by the Bidding Procedures was held on December 13 and 14, 2023. At the conclusion of the Auction, Purchaser was selected as the Successful Bidder by the Debtors for the Acquired Assets, in consultation with counsel to the Committee. The process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase all of the Acquired Assets and assume all of the Assumed Liabilities.

H. The Acquired Assets were adequately marketed by the Debtors, the consideration provided by Purchaser under the APA constitutes or provides the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the sale of all Acquired Assets, the assumption of all Assumed Liabilities, and the performance of the other covenants set forth in the APA, and the Transactions will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' business judgment.

I. Approval of the Motion and the APA and the consummation of the Transactions contemplated thereby is in the best interests of the Debtors, their respective creditors, estates and other parties in interest and there is substantial risk of deterioration of the value of the Acquired Assets if the Sale is not consummated quickly. The Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Transactions and the performance of its obligations under the APA.

J. The consummation of the Transactions outside a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to Purchaser's consummation of the Transactions.

Good Faith of Purchaser

L. The APA and the Transactions contemplated thereunder were proposed, negotiated and entered into by and between the Debtors, on the one hand, and Purchaser, on the other hand, without collusion or fraud of any kind, in good faith and at arm's length.

M. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2) of Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the APA.

N. The APA was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person, and the consideration to be paid was not controlled by any agreement among bidders.

No Fraudulent Transfer

O. The consideration provided by Purchaser pursuant to the APA for the Transactions, including its purchase of all Acquired Assets and the assumption of all Assumed Liabilities and the performance of the covenants contained in the APA, constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

P. There has been no showing that any of the Debtors or Purchaser (i) has entered into the APA or proposes to consummate the Transactions for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors or (ii) is entering into the APA or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, (i) the Purchaser and its affiliates, present officers, directors, partners, shareholders

and their respective heirs, successors and assigns (each such entity individually and taken together, the "**Purchaser Group**") is not a continuation of the Debtors or their estates, there is no continuity between Purchaser and the Debtors, there is not substantial continuity between Purchaser and the Debtors, there is no common identity between the Debtors and Purchaser, there is no continuity of enterprise between the Debtors and Purchaser, Purchaser is not a mere continuation of the Debtors or their estates, and Purchaser does not constitute a successor to the Debtors or their estates, (ii) Purchaser is not holding itself out to the public as a continuation of the Debtors or their estates and (iii) the Transactions do not amount to a consolidation, merger or *de facto* merger of Purchaser and the Debtors and/or the Debtors' estate.

Validity of Transfer

R. The Debtors have authorized the execution and delivery of the APA, the sale of all Acquired Assets to Purchaser, the assumption of all Assumed Liabilities by Purchaser and each of the other Transactions. The Debtors (i) have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Transactions and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Transactions, and no further consents or approvals are required for the Debtors to consummate the Transactions contemplated by the APA, except as otherwise set forth therein.

S. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Liabilities of the Debtors or any other Adverse Interests against the Debtors or their property, including the liabilities of the Debtors specifically excluded under the APA (the "**Excluded Liabilities**"), and Purchaser and its successors and assigns are released from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to

the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

T. The consummation of the Sale and the other Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(b)(1) and 365(f)(2) of the Bankruptcy Code, and with respect to Assigned Contracts (as defined herein), all of the applicable requirements of such sections have been or will be complied with in respect of the Transactions as of the effective date of assignment.

U. The Acquired Assets constitute property of the Debtors' estates and title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date or such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests.

Section 363 Is Satisfied

V. Entry into the APA and consummation of the Transactions contemplated thereby constitute the exercise of the Debtors' sound business judgment consistent with its fiduciary duties and such acts are in the best interests of the Debtors, their creditors, their estates and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business reasons and justifications and (ii) compelling circumstances for the sale of the Acquired Assets to Purchaser pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transactions are not consummated quickly; (ii) the APA constitutes the highest and best offer for the Acquired Assets;

(iii) the APA and the consummation of the Transactions contemplated thereby present the best opportunity to realize the value of the Acquired Assets and avoid decline and devaluation of the Acquired Assets; and (iv) unless the sale of the Acquired Assets is consummated expeditiously as provided for in the Motion and pursuant to the APA, creditors' recoveries may be diminished.

W. The Debtors may sell and assign the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests, and the Transactions will not subject Purchaser or any of Purchaser's assets to any liability for any Adverse Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), because, with respect to each creditor asserting an Adverse Interest, one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests who did not object or who withdrew their objections to the Sale or the Transactions are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Adverse Interests are adequately protected — thus satisfying section 363(e) of the Bankruptcy Code — by having their Adverse Interests, if any, attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such Adverse Interest holder had before the Sale, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective

transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests. A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

Z. The assumption and assignment of the Assigned Contracts (as defined below) pursuant to the terms of the Bidding Procedures Order, this Order and the APA are integral to the APA, are in the best interests of the Debtors and their estates, creditors and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met or will meet all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors and/or Purchaser, as applicable under the APA, have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date of the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default existing prior to the date of the Closing under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

BB. Purchaser has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full

force and effect for the benefit of, Purchaser, notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

CC. No default exists in the Debtors' performance under the Assigned Contracts as of the date of the Closing other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

DD. Good and sufficient reasons for approval of the APA have been articulated by the Debtors. The Debtors have demonstrated compelling circumstances for the Sale outside (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a plan of reorganization or liquidation (as the case may be), by demonstrating that, among other things, the immediate consummation of the Sale is necessary and appropriate to preserve and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets and preserve the viability of the businesses to which the Acquired Assets relate, it is critical that the Transactions close within the time constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 4001, 6004, and 6006.

EE. The Transactions are in the best interests of the Debtors, their estates, creditors, interest holders and all other parties in interest in the Cases.

No *Sub Rosa* Plan

FF. Entry into the Transactions neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan of reorganization for the Debtors. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA. Entry into the APA does not constitute a *sub rosa* chapter 11 plan.

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved, subject to the terms and conditions set forth herein. The Sale and the other Transactions contemplated by the APA are approved.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion are deemed to consent to the relief sought therein, including all non-Debtor parties to the Debtors' Contracts.

3. Findings of fact and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

4. Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

6. The Debtors are authorized to (i) take any and all actions necessary or appropriate to perform, consummate, implement and fully close the Transactions in accordance with the terms and conditions set forth in the APA and this Order, and (ii) to assume and assign any and all Assigned Contracts as and when provided in the APA.

7. All persons and entities are prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the Transactions, including the ability of the Debtors to transfer the Acquired Assets to Purchaser in accordance with the APA and this Order.

8. All amounts, if any, to be paid by the Debtors to Purchaser pursuant to the APA, including any allowed claims for breach thereof, shall (i) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) be protected as provided in the APA and the Bidding Procedures Order, (iii) not be altered, amended, discharged or affected by any plan proposed or confirmed in the Cases without the prior written consent of Purchaser and (iv) be due and payable if and when any of the Debtors' obligations arise under the APA without further order of the Court.

9. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Order and the Transactions.

10. Nothing contained in any chapter 11 plan confirmed in these Cases, the order confirming any such chapter 11 plan, or any other order entered in these Cases, shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to

consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

12. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of the Cases.

13. Upon Closing, this Order shall be construed and shall constitute, for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets to the Purchaser under the APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser.

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of

[3] The "**Post-Closing Assumption and Assignment Procedures**" shall mean those procedures for assumption and assignment of Debtors' Contracts described in Paragraphs 28 to 36 of this Order.

some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

15. This Order (i) shall be effective as a determination that, as of the Closing, no Adverse Interests other than Assumed Liabilities will be assertable against Purchaser or any of its respective assets (including the Acquired Assets), (ii) shall be effective as a determination that, as of the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein) (a) the Acquired Assets shall have been transferred to Purchaser free and clear of all Adverse Interests and (b) the conveyances described herein have been effected, and (iii) is and shall be binding upon entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities are authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions.

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtors, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtors prior to

the Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided, however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

17. Other than in the ordinary course of business, the Debtors shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability, in each case without the prior written consent of Purchaser. Purchaser shall have standing in the Cases to object to the validity, amount, or priority of any claim against the Debtors to the extent it would otherwise constitute an Assumed Liability, and the Court will retain the right to hear and determine such objections.

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract,

subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

19. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Adverse Interests against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Transactions in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Adverse Interests that the person or entity has with respect to such Acquired Assets, then only with regard to the Acquired Assets that are purchased by Purchaser pursuant to the APA and this Order, (i) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (ii) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Adverse Interests against the Purchaser Group and the applicable Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, and all such Permits are deemed to have been transferred to the Purchaser as of the Closing. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable

assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. Except as expressly provided in the APA with respect to Assumed Liabilities, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall have no liability whatsoever as a result of the

consummation of the transaction contemplated hereby with respect to the Debtors' (or their predecessors or affiliates) respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described below, "**Successor or Transferee Liability**") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of labor law, employment law, ERISA and benefits law, antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets or the Business prior to the Closing or such later time as Purchaser is assigned and assumes any Assigned Contract. Further, except to the extent expressly included in the Assumed Liabilities, Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act or any foreign, federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary,

plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff (other than rights of setoff that were asserted prior to the Petition Date) or right of subrogation of any kind; (e) commencing or continuing any Action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (f) to the extent provided in section 525 of the Bankruptcy Code, revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined 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 shall not affect the validity of the Transactions (including the assumption

and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

26. There has been no showing that the Debtors or Purchaser engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

27. The consideration provided by Purchaser for the Acquired Assets under the APA is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section 1.5 of the APA, Purchaser provided to the Debtors and the Debtors included on the Cure Notice filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**"), the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, is permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph 20(a) through (e) of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class

mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

29. Pursuant to Section 1.5(d) of the APA, from and after the Closing until the date that is thirty (30) days after the Closing (or such longer period as may been agreed between the Purchaser and the counterparty of the applicable Contract) (such date, the "**Designation Deadline**"), Purchaser may provide written notice to the Debtors (and the Debtors shall provide such notice to the affected landlords or counterparties within three (3) Business Days of receiving such notice from Purchaser, which notice the Debtors agree to provide) designating certain Debtors' Contracts for assumption by the Debtors and assignment to Purchaser (together with the Contracts included in the final Assigned Contract List filed with the Court, each, an "**Assigned Contract**").

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section 1.5 of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the cases of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume

or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

31. Subject to the payment of the Cure Amounts, the Debtors are authorized at the Closing Date (or thereafter as of the filing of an Assumption Notice for any Assigned Contract) to assume and assign each of the Assigned Contracts in accordance with the APA and this Order to Purchaser free and clear, to the maximum extent permitted by law, of all Adverse Interests pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser. The payment of the applicable Cure Amounts by Purchaser shall (i) effect a cure of all defaults existing thereunder as of the Closing (or thereafter for any Assigned Contract that is assumed and assigned post-Closing, subject to the Post-Closing Assumption and Assignment Procedures described herein), (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default and (iii) together with the assumption of the Assigned Contracts by the Debtors and the assignment of such Assigned Contracts to Purchaser, constitute adequate assurance of future performance thereof. For purposes of this Order, "Cure Amounts" shall mean the applicable Cure Amounts set forth on the Cure Notice or an Assumption Notice, such other Cure Amounts as agreed, in writing, by the Debtors, the Purchaser and the counterparty to the applicable Assigned Contract, or as may be determined by this Court in accordance with Paragraph 20 of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein,

are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

32. Any provisions in any Assigned Contract (including any Assigned Contract that becomes such post-Closing subject to the Post-Closing Assumption and Assignment Procedures described herein) that prohibit or condition the assignment of such Assigned Contract or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Assigned Contracts in accordance with the APA but will be effective and binding upon the Purchaser Group with respect to any purported assignment for the remaining term of any Assumed Contract. Subject to the payment of the Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. Upon the Closing or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Debtors' Contracts, and such Assumed Debtors' Contracts shall remain in full force and effect for the benefit of Purchaser. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and

interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

33. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the Closing or the transfer of the Acquired Assets, including any breach related to or arising out of a change-in-control in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (ii) asserting against Purchaser (or its property, including the Acquired Assets) any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the transfer of the Acquired Assets, except for the Assumed Liabilities, *provided*, *however*, and notwithstanding anything to the contrary in the Bidding Procedures Order, this Order, the Motion or the APA, Purchaser shall be responsible for continuing obligations under the Assigned Contracts, *cum onere*, including, without limitation, liabilities for any breach of such Assigned Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease

of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

34. Upon the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract), Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and shall pay all outstanding undisputed Cure Amounts with respect thereto, and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts from and after such assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to Purchaser or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section 1.5(d) of the APA, provided, that, Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such

Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

36. In the event Purchaser has not provided a written designation to assume and assign or reject any Open Contract by the Designation Deadline, then such Contract shall be deemed to be an Excluded Contract, and no Debtor shall have any obligation to assign such Open Contract to Purchaser.

Post-Closing Assumption and Assignment Procedures

37. In the case of any Debtor's Contracts that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline pursuant to Section 1.5(d) of the APA, within three (3) Business Days following receipt of a notification by Purchaser that a Contract is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' assumption and assignment of such Contract (such notice, an "**Assumption Notice**"), substantially in the form attached as Exhibit 4 to the Bidding Procedures Order. The assumption and assignment of each such Contract shall be effective as of the date of the filing of the applicable Assumption Notice without any further order of the Court, with objections to the applicable cure amount, if any, to be resolved thereafter as set forth below.

38. The Debtors will serve such Assumption Notice via first class mail, and provide a copy of the same to the Purchaser, to (i) all Non-Debtor counterparties to such Contract to be assumed or assigned by the Debtors, (ii) the Office of the United States Trustee and (iii) counsel to the Committee (the "**Assumption Notice Parties**").

39. The Assumption Notice will set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Contract that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name

and address of the affected counterparties or landlords (and their counsel, if known), (iii) a description of the deadlines and procedures for filing objections to the Assumption Notice (as set forth below), and (iv) the proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course.

40. A party in interest may object to an Assumption Notice solely with respect to the cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than fourteen (14) days after the date the Debtors served the applicable Assumption Notice.

41. If no timely permitted objection is filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract shall be deemed to have consented to the Cure Amount set forth in such Assumption Notice. If a timely permitted objection is properly filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. Upon entry of an order by the Court resolving such objection or the resolution of such objection by agreement among the parties, any Contract or Lease set forth in an Assumption Notice shall be deemed assumed and assigned as of the date of the filing of the applicable Assumption Notice, subject to the payment of the Cure Amount.

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their past, present and future subsidiaries, and their respective agents, solely in their capacity as such, and, in each case, their successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its affiliates and related parties and,

in each case, its and their respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, in each case, solely in their respective capacities as such (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution (collectively, "**Claims**"), which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or relating to the negotiation, documentation, performance or consummation of the APA and the Sale, or any Ancillary Documents, except for Claims related to any act or omission that constitutes intentional fraud occurring on or after the Petition Date, *provided, however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order or the APA or any Ancillary Documents. For the avoidance of doubt, nothing in this Sale Order shall be deemed to release or impair, alter, modify, diminish, prohibit, bar, restrain, enjoin, release, reduce or eliminate in any way any Claims, causes of action or

defenses of Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew Ocko, Sandra Peterson, Zachariah Serber, and Rohit Sharma (collectively, the "Former Directors") or Enakshi Singh ("Singh") in any existing or future litigation, investigation or other proceeding that relates in any way to any services provided by the Former Directors or Singh to any Debtor (a "Former Director/Officer Proceeding"), including but not limited to any Claims of the Former Directors or Singh against any of the Debtors' insurance policies in connection with a Former Director/Officer Proceeding, and nothing in this Sale Order shall impair, affect or waive the Debtors', their estates', or any liquidation trust's rights with respect to any such Claims, causes of action or defenses.

43. Upon the Closing, (i) all of Purchaser's Claims against the Debtors shall be subordinated to all claims designated as Class 3 claims under the Debtors' *Joint Chapter 11 Plan of Liquidation* [D.I. 27], as may be amended, modified or supplemented (other than to the extent such amendments, modifications or supplements would expand or otherwise modify the scope of claims designated as Class 3 claims, in which case, Purchaser's consent shall be required prior to such subordination), and (ii) the Purchaser shall release all Claims against the former directors and officers of each Debtor.

44. The Acquired Assets shall include all estate Claims (i) against the Purchaser Released Parties (except for Claims related to any act or omission that constitutes intentional fraud occurring on or after the Petition Date), (ii) against vendors, customers or suppliers with whom the Purchaser continues to conduct business in regard to the Acquired Assets or Assumed Liabilities after the Closing, (iii) against any counterparty under any Assigned Contract (as defined in the APA) arising out of such Assigned Contract, and (iv) arising from any warranty, guaranty, indemnity or other contractual, statutory or common law right in regard to the Acquired Assets or

the Assumed Liabilities, provided that, in respect of Claims under clauses (i), (ii) and (iii), the Purchaser shall not prosecute or seek recovery for any transfer that may be avoided under sections 544, 545, 547, 549, or 553(b) of the Bankruptcy Code. For the avoidance of doubt, notwithstanding anything to the contrary in this Sale Order, the Acquired Assets shall not include, and nothing in this Sale Order shall be deemed to release, remise, acquit or discharge Claims against (i) directors and officers of the Debtors who served prior to October 19, 2022, including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E. Peterson, Zach Serber, and Rohibit Sharma, or (ii) any current or former insurers of the Debtors or any insurance policies of the Debtors (or rights to proceeds thereunder).

45. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court. Nothing in this paragraph 45 shall be construed to limit Purchaser's rights pursuant to the APA.

46. At any time prior to the Closing, the Debtors or Purchaser may terminate the APA pursuant to the terms thereof without penalty or liability to the Purchaser or Debtors (or their estates), except as set forth in the APA.

47. The failure specifically to mention any particular provisions of the APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision; it being the intent of this Court, the Debtors and the Purchaser that the APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order and the APA.

48. From time to time, as and when requested, all parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may deem reasonably necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, or confirm or record or otherwise in the Purchaser its right, title and interest in the Acquired Assets.

49. To the extent this Sale Order is inconsistent with any prior order or pleading in the above-captioned case, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the APA (including all ancillary documents executed in connection therewith) or the Bidding Procedures Order, the terms of this Sale Order shall govern.

50. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow Purchaser to deliver any notice provided for in the APA and allow Purchaser to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof. Purchaser shall not be required to seek or obtain any further relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other sale-related document.

51. All persons, all Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Adverse Interests, based upon or arising out of the Excluded Liabilities are hereby barred and estopped from taking any action against Purchaser or the Acquired Assets to recover property on account of any Adverse Interests or on account of any Liabilities of the Debtors other than Assumed Liabilities pursuant to the APA. All persons holding or asserting any Adverse Interests with respect to the Excluded Assets are hereby enjoined from

asserting or prosecuting such Adverse Interests against Purchaser or the Acquired Assets for any Liability whatsoever associated with the Excluded Assets.

52. Until the earlier of (i) the entry of a final order authorizing the destruction, abandonment, or other disposition of the Potentially Relevant Books and Records (defined below) by the Court or another court of competent jurisdiction, *provided that* the lead plaintiff in the securities class action pending in the United States District Court for the Northern District of California under the caption, *Biao Wang, Individually and on Behalf of All Others Similarly Situated, Plaintiff v. Zymergen Inc. et al., Defendant*, Case No. 21-cv-06028 (the "Securities Litigation"), is given notice and an opportunity to object with respect to such order; (ii) entry of a final judgment, including after the final resolution of any appeal, or settlement in the Securities Litigation, (iii) the date Potentially Relevant Books and Records (defined below) that were not previously produced in the Securities Litigation in native format are provided to counsel for the lead plaintiff in the Securities Litigation ("Plaintiff's Counsel") in original or native version (to the extent such records currently exist in that format), or (iv) the receipt of Plaintiff's Counsel's affirmative written consent (e-mail being sufficient), the Debtors or any liquidation trust established under the Debtors' proposed *Joint Chapter 11 Plan of Liquidation* (as may be amended, supplemented and modified), as transferee of the Debtors' books, records, documents, files, electronic data, or any tangible materials potentially relevant to the Securities Litigation (collectively, the "Potentially Relevant Books and Records"), shall preserve and take reasonable measures to preserve – in an accessible native format (to the extent such records currently exist in that format) – the Potentially Relevant Books and Records, and shall not alter, destroy, abandon, or otherwise render unavailable any Potentially Relevant Books and Records.

53. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests shall be self-executing, and neither the Debtors nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

54. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are parties or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale. This Court retains jurisdiction to (a) compel consummation of the Transactions, including delivery of the Acquired Assets, (b) protect the Purchaser Group and its assets, including the Acquired Assets, against any Adverse Interests and Successor and Transferee Liability and (c) to enter orders, as appropriate, pursuant to sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Acquired Assets and the Assigned Contracts to Purchaser. This Court retains jurisdiction to adjudicate disputes between Purchaser and holders of claims related to the Assumed Liabilities regarding the Assumed Liabilities.

55. The Asset Purchase Agreement between Solvay and Zymergen dated March 31, 2023, (the "Solvay Agreement") has been designated as a potentially assumed contract under the Designation Procedures within the Bidding Procedures Order. Pursuant to the Bidding Procedures, the Buyer has thirty (30) days after the Closing of the Sale to assume the Solvay Agreement. In

the event that the Buyer does not designate the Solvay Agreement as an assumed contract, Solvay elects to retain its licensed rights under the Solvay Agreement subject to and in accordance with Section 365(n) of the Bankruptcy Code.

56. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in these Cases (including any order entered after any conversion of these Cases to cases under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing any matter in the Cases) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

57. The Transactions contemplated hereunder shall not be affected by any bulk sales laws.

58. Nothing in this Order shall constitute, pursuant to section 1146(a) of the Bankruptcy Code, the grant of a tax exemption under a plan confirmed under section 1129 or 1191.

59. Notwithstanding anything in this Order to the contrary, this Order does not authorize any payments or obligations subject to section 503(c) of the Bankruptcy Code.

60. Notwithstanding the possible applicability of Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 and 9014 or otherwise, this Order shall not be stayed, the terms and conditions of this Order shall be effective immediately upon entry and the Debtors and Purchaser are authorized to close the sale immediately upon entry of this Order.

61. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: December 21st, 2023
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Asset Purchase Agreement

EXECUTION VERSION
CONFIDENTIAL

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

BETWEEN

GINKGO BIOWORKS, INC.

AND

ZYMERGEN INC.

LODO THERAPEUTICS CORPORATION

ENEVOLV, INC.

GENESIS ACQUISITION SUB LLC

DATED AS OF DECEMBER 21, 2023

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, dated as of December 21, 2023 (this "**Agreement**"), is made by and among Zymergen Inc, a Delaware corporation, Lodo Therapeutics Corporation, a Delaware corporation, enEvolv, Inc., a Delaware corporation, and Genesis Acquisition Sub LLC, a Delaware limited liability company (in its capacity as debtor and debtor in possession, and collectively the "**Sellers**" and each individually, a **"Seller**"), and Ginkgo Bioworks, Inc., a Delaware corporation (the "**Purchaser**"). All of the signatories to this Agreement are collectively referred to as the "Parties" and individually as a "Party." Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Article IX.

RECITALS

WHEREAS, the Sellers are engaged in the business of designing, developing and commercializing microbes, molecules, and materials for diverse end markets (such business, to the extent relating to the Acquired Assets, the "**Business**");

WHEREAS, the Sellers filed a voluntary petition for relief commencing a case (the "**Chapter 11 Case**") under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on October 3, 2023 (the "**Petition Date**");

WHEREAS, the Purchaser and the Sellers have entered into the Asset Purchase Agreement, dated as of the Original Signing Date (as amended by Amendment No. 1 to Asset Purchase Agreement, dated as of November 17, 2023, the "**Existing Agreement**");

WHEREAS, Pivot Bio, Inc. ("**Pivot**") submitted a successful bid in accordance with the Bidding Procedures to purchase the Nitrogen Fixation Assets from the Sellers (such bid, the "**Pivot Bid**") and, in connection with the Pivot Bid, (a) Pivot and the Sellers have entered into the Pivot APA and (b) the Purchaser agreed to exclude the Nitrogen Fixation Assets from its bid in exchange for (i) a reduction in the Purchase Price and (ii) a license to the Purchaser from Pivot and its Affiliates under the Nitrogen Fixation Assets;

WHEREAS, the Purchaser desires to purchase, acquire and accept, and the Sellers desire to sell, convey, assign, transfer and deliver to the Purchaser, all of the Acquired Assets, and the Purchaser is willing to assume, and the Sellers desire to assign and delegate to the Purchaser, all of the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code (such sale and purchase of the Acquired Assets and such assignment and assumption of the Assumed Liabilities, the "**Acquisition**");

WHEREAS, the Parties acknowledge and agree that the purchase by the Purchaser of the Acquired Assets, and the assumption by the Purchaser of the Assumed Liabilities, are being made at arm's length and in good faith and without intent to hinder, delay or defraud creditors of the Sellers or their Affiliates;

WHEREAS, the execution and delivery of this Agreement and the Sellers' ability to consummate the Transactions are subject to, among other things, the entry of the Sale Order under, *inter alia*, Sections 363 and 365 of the Bankruptcy Code;

WHEREAS, the Parties desire to amend and restate the Existing Agreement in its entirety to, among other things, reflect Amendment No. 1 and the Pivot Bid; and

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

THE ACQUISITION

Section 1.1 Acquired Assets. On the terms and subject to the conditions set forth in this Agreement and, subject to approval of the Bankruptcy Court, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Sellers, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances, all right, title and interest of the Sellers in, to or under all of the rights, properties and assets of the Sellers of every kind and description, wherever located, real, personal, or mixed, tangible or intangible, as the same shall exist on the Closing Date, other than the Excluded Assets (collectively, the "**Acquired Assets**"), including all right, title and interest of the Sellers in, to and under the Acquired Assets that are listed or described below:

(a) the Seller Intellectual Property and Licensed IP;

(b) the Contracts that have been designated by the Purchaser for assumption and assignment to the Purchaser by the Sellers pursuant to Section 1.5 with respect to which an order has been entered by the Bankruptcy Court (which may be the Sale Order) authorizing the assumption and assignment of the Contract (such Contracts, the "**Assigned Contracts**"), including those listed, described or otherwise identified on Schedule 1.1(b), as such schedule may be amended from time to time pursuant to Section 1.5(d) and any Contracts to be transferred pursuant to Section 1.5(d) following the Closing, and the rights thereunder;

(c) all items of machinery, equipment, supplies, furniture and fixtures, and all leasehold improvements (but in the case of leasehold improvements only, solely to the extent of the Sellers' rights to any such leasehold improvements under a Lease that is an Assigned Contract), owned by the Sellers, and all other tangible personal property used or held for use in connection with the Acquired Assets or the conduct of the Business, together with any Seller IT Assets and Seller Technology (collectively, "**Business Personal Property**");

(d) all Books and Records related to the Acquired Assets (the "**Transferred Books and Records**"), *provided*, that Transferred Books and Records shall not include any Tax records or books and records the transfer of which would be prohibited by applicable Law; and

provided further, the Sellers shall have the right to access (upon reasonable request and with prior notice to the Purchaser and at Sellers' sole cost and expense) and retain copies of all Transferred Books and Records until the completion and winding up of the liquidation trust established pursuant to the Seller's plan of liquidation;

(e) to the extent transferable, all Permits related to the Acquired Assets and all pending applications therefor;

(f) all rights, claims, causes of action, actions, suits or proceedings, hearings, audits, rights of recovery, credits, rights of setoff, rights of recoupment, rights of reimbursement, rights of or to indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against any Person, including (i) any Action available to or being pursued by the Sellers to the extent related to any Acquired Assets, Assumed Liabilities or the ownership, use, function or value of any Acquired Asset, whether arising by way of counterclaim or otherwise, (ii) any such item arising under any guarantee or warranty, provided, however, that except as provided in the Sale Order, any such Action shall not include any right or claim against Purchaser and (iii) all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise) to the extent related to the Business, the Acquired Assets or the Assumed Liabilities (including any claims for past infringement or misappropriation) (excluding all claims or causes of action of the Sellers set forth in Schedule 1.2(a));

(g) all Claims available to the Sellers (i) against the Purchaser Released Parties (except for Claims related to any act or omission of the Purchaser Related Parties that constitutes intentional fraud occurring on or after the Petition Date), (ii) against those with whom the Purchaser continues to conduct business in regard to the Acquired Assets or Assumed Liabilities after the Closing, (iii) against any counterparty under any Assigned Contract arising out of such Assigned Contract, and (iv) arising from any warranty, guaranty, indemnity or other contractual, statutory or common law right in regard to the Acquired Assets or the Assumed Liabilities; *provided*, that in respect of Claims under clauses (i), (ii) and (iii), the Purchaser shall not prosecute or seek recovery for any transfer that may be avoided under sections 544, 545, 547, 549, or 553(b) of the Bankruptcy Code other than as a defense (to the extent permitted under applicable Law) against, or to assert a right of setoff or recoupment to, any claim or cause of action raised in respect of Claims under clauses (i), (ii) and (iii) (excluding all claims or causes of action of the Sellers set forth in Schedule 1.2(a));

(h) copies of any employee or personnel files, in each case, to the extent relating to any Transferred Employee (collectively, the "**Transferred Employee Records**"); *provided*, that (i) the Sellers and their Affiliates shall be entitled to keep copies of such Transferred Employee Records for operational, legal, Tax, regulatory or record-keeping purposes or in order to comply with applicable Laws, the internal policies and procedures or any applicable contractual or other similar obligations of the Sellers or their Affiliates, subject to the confidentiality obligations hereunder, and (ii) the Transferred Employee Records shall not include any files the transfer of which would be prohibited by applicable Law; and

(i) The Stanford Lease, as the same shall be modified in accordance with that certain Letter of Intent for Lease Assignment, dated as of November 10, 2023, by and between the

Purchaser and LPC Stanford, LLC (such amendment, the "**Stanford Amendment**"), so long as the Stanford Amendment does not result in (x) claims being asserted by the lessor against the Sellers or (y) lessor drawing on the letter of credit securing obligations under the Stanford Lease; *provided* that the Purchaser shall not be entitled to designate such lease as an Excluded Asset; *provided further* that the Sellers shall cooperate with the Purchasers in documenting the Stanford Amendment;

(j) to the extent not specified in clauses (a) through (h), all goodwill associated with the Business, the Acquired Assets and the Assumed Liabilities.

EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN ARTICLE III, (I) THE SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATING TO THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, INCLUDING ANY REPRESENTATION OR WARRANTY AS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER, (II) THE SELLERS MAKE NO, AND HEREBY DISCLAIMS ANY, OTHER REPRESENTATION OR WARRANTY REGARDING THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, AND (III) THE ACQUIRED ASSETS ARE BEING CONVEYED ON A "WHERE IS" AND, AS TO CONDITION, "AS IS" BASIS AS OF THE CLOSING, AND THE PURCHASER SHALL RELY UPON ITS OWN EXAMINATION THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLERS MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY BUSINESS OTHER THAN THE BUSINESS, ANY ASSETS OTHER THAN THE ACQUIRED ASSETS OR ANY LIABILITIES OTHER THAN THE ASSUMED LIABILITIES, AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

Section 1.2 Excluded Assets. Nothing herein contained will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to the Purchaser or any of its Affiliates, and the Sellers will retain all right, title and interest to, in and under, the Excluded Assets. The term "**Excluded Assets**" means all assets, properties and rights of the Sellers set forth in Schedule 1.2(a), as may be supplemented or modified pursuant to this Section 1.2. The Purchaser may from time to time, but in no event later than two (2) Business Days prior to the Closing, in its sole and absolute discretion, designate by written notice to the Sellers that additional assets be "**Excluded Assets**" and upon such designation by the Purchaser, such assets shall, for all purposes of this Agreement, be considered "**Excluded Assets**" and not "**Acquired Assets**" and no Liabilities arising thereunder or relating thereto shall be assumed by the Purchaser or be the obligation, liability or responsibility of the Purchaser. Notwithstanding anything set forth herein to the contrary, the Purchaser acknowledges and agrees that any supplement or modification to Schedule 1.2(a) or the definition of Assigned Contracts shall not have any effect on the Purchase Price, and for the avoidance of doubt, shall not result in a reduction in the Purchase Price.

Section 1.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser will assume, effective as of the Closing (or, with respect to Assumed Liabilities under Assigned Contracts that are assumed by the Purchaser after the Closing as provided in Section 1.5, such later date of assumption), and will timely perform and discharge in accordance with their respective terms, only the following Liabilities and no other Liabilities of the Sellers or any of their Affiliates (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities from the ownership, possession or use of the Acquired Assets (other than Assigned Contracts, which are covered under Section 1.3(b)), in each case, solely to the extent such Liabilities arise after the Closing;

(b) all Liabilities of the Sellers under the Assigned Contracts from and after the Closing (except for any such Liabilities to the extent relating to or arising out of any breach or other violation of such Assigned Contracts by the Sellers or their Affiliates prior to the Closing);

(c) all Cure Costs that the Purchaser is required to pay pursuant to Section 1.5; and

(d) all Liabilities relating to the employment or termination of employment of any Transferred Employee, solely to the extent such Liabilities arise on or after the Closing.

The Transactions shall in no way expand the rights or remedies of any third party against the Purchaser or the Sellers as compared to the rights and remedies that such third party would have had against the Sellers absent the Chapter 11 Case had the Purchaser not assumed such Assumed Liabilities.

Section 1.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, neither the Purchaser nor any of its Affiliates shall assume, be obligated to assume, be deemed to have assumed, or be obliged to pay, perform or otherwise discharge, whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor liability, and the Sellers shall be solely and exclusively liable with respect to, any Liabilities (of any nature or kind, and whether based in common law or statute or arising under written Contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential) of the Sellers and any Affiliate thereof other than the Assumed Liabilities (such liabilities and obligations other than Assumed Liabilities, the "**Excluded Liabilities**").

Section 1.5 Assignment of Assigned Contracts.

(a) Prior to the Sale Hearing, the Sellers shall commence appropriate proceedings before the Bankruptcy Court and otherwise take all reasonably necessary actions in order to determine the amount required to be paid with respect to each Contract to cure all monetary defaults under such Contract to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy the requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amount of such costs, the "**Cure Costs**") with respect to any Assigned Contract entered into prior to the Petition Date, including exercising the right to negotiate in good faith and litigate, if necessary, with any Contract counterparty the Cure Costs needed to cure all monetary defaults under such Assigned Contract, and the Sellers shall further use reasonable efforts to cooperate with the Purchaser in its efforts to reduce Cure Costs (including through the negotiation of rent reductions and other concessions under any Leases that are Assigned Contracts). Notwithstanding the foregoing, prior to the date that is two (2) Business Days prior to the Sale Hearing or the Closing Date, as applicable, the Purchaser may identify any Assigned Contract that the Purchaser no longer desires to have assigned to it in accordance with Section 1.5(d).

(b) Subject to the other provisions of this Section 1.5, on the Closing Date or if assumption or assignment is subject to an objection, as soon thereafter as practicable, the Sellers shall assign the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to the provision of adequate assurance by the Purchaser as may be required under Section 365 of the Bankruptcy Code and payment by the Purchaser of the Cure Costs in respect of the Assigned Contracts. On or prior to the Closing (or, in the case of any Assigned Contract that is to be assigned following the Closing pursuant to Section 1.5(d), on or prior to the effective date of the applicable assignment and assumption), the Purchaser shall pay all Cure Costs in respect of all of the Assigned Contracts, in each case so that such Assigned Contracts may be assumed by the Sellers and assigned to the Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code.

(c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Acquired Asset (including any Assigned Contract) if (i) prohibited by applicable Law (after giving effect to the Bankruptcy Code and other applicable Law in the Chapter 11 Case), (ii) an attempted assignment or transfer thereof would be reasonably likely to subject the Purchaser, its Affiliates or any of its or their respective Representatives to civil or criminal Liability or (iii) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party (other than the Bankruptcy Court) thereto (each such action, a "**Necessary Consent**"), which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach, default or violation thereof or of any Law or Order or in any way adversely affect the rights of the Purchaser thereunder. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and the Sellers and the Purchaser will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset (including any Assigned Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to the Purchaser as the Purchaser may reasonably request. Notwithstanding anything in this Agreement to the contrary, if the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Purchaser of any asset that would be an Acquired Asset or any claim or right or any benefit arising thereunder or resulting therefrom is subject to such Necessary Consent being obtained, which consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i), (ii) or (iii) of this Section 1.5(c), be ineffective or would adversely affect the rights of the Purchaser to such Acquired Asset following the Closing, the Closing shall proceed subject to the terms and conditions herein without the sale, transfer, assignment, conveyance or delivery of such asset; *provided* that, in the event that the Closing proceeds without the transfer or assignment of any such asset, then following the Closing for a period of thirty (30) days, until such Necessary Consent is obtained, and to the extent permitted by applicable Law and subject to any approval of the Bankruptcy Court that may be required, (i) the Sellers and the Purchaser will, and will cause its respective Affiliates to, (x) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that the Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (y) complete any such assignments or transfers as soon as reasonably practicable, and (z) upon receipt of any applicable Necessary Consents, transfer or assign the applicable Acquired Asset to the Purchaser, and (ii) the Sellers

will, and will cause its respective Affiliates to, (x) provide the Purchaser and its Affiliates the maximum allowable use of such Acquired Assets, including by subcontracting, licensing, sublicensing or establishing an agency type or similar arrangement reasonably satisfactory to the Purchaser and the Sellers under which the Purchaser would obtain, to the fullest extent practicable and permitted by applicable Law, the claims, rights and benefits and assume the corresponding liabilities and obligations with respect thereto (including by means of any subcontracting, sublicensing or subleasing arrangement) and (y) enforce at the Purchaser's request, or allow the Purchaser and its Affiliates to enforce, any rights of the Sellers or their Affiliates, as applicable, under or with respect to, as applicable, such Acquired Asset. The Sellers shall hold in trust for, and pay to the Purchaser, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers or any of their respective Affiliates for services provided after the Closing in connection with their use of any asset that would be an Acquired Asset in connection with the arrangements under this Section 1.5(c). Notwithstanding anything set forth herein to the contrary, the Purchaser shall be responsible for, and shall reimburse, the Sellers for any costs and expenses incurred by the Sellers to comply with its obligations under this Section 1.5(c). The Parties agree to treat any asset which has not been transferred or assigned as of the Closing but the benefits of which are transferred pursuant to this Section 1.5(c) as having been sold to the Purchaser for federal and other applicable Tax purposes to the extent permitted by Law. The Sellers and the Purchaser agree to notify the other Party promptly in writing if it determines that such treatment (to the extent consistent with the relevant arrangement agreed to by the Sellers and the Purchaser pursuant to this Section 1.5(c)) is not permitted for federal or other applicable Tax purposes under applicable Law. Where such treatment is not so permitted, and subject to the terms of any relevant arrangement agreed to by the Sellers and the Purchaser pursuant to this Section 1.5(c), the Purchaser shall indemnify and hold harmless the Sellers for any Taxes imposed on the Sellers or any of their Affiliates with respect to any such Acquired Asset for any taxable period or portion thereof beginning after the Closing Date.

(d) Notwithstanding anything in this Agreement to the contrary, the Purchaser may, in its sole and absolute discretion, amend or revise Schedule 1.1(b) setting forth the Assigned Contracts in order to add any Contract to, or eliminate any Contract from, such Schedule at any time during the period commencing on the Original Signing Date and ending on the date that is two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"). Automatically upon the addition of any Contract to Schedule 1.1(b), it shall be an Assigned Contract for all purposes of this Agreement. Automatically upon the removal of any Contract from Schedule 1.1(b), it shall be an Excluded Asset for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Purchaser unless such liability is otherwise specifically assumed pursuant to Section 1.3. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date (the "**Pre-Closing Designation Deadline**"), the Purchaser may, in its sole discretion, (i) exclude or remove from Schedule 1.1(b) any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph 20(a) through (e) of the Bidding Procedures Order) as an Assigned Contract. At Closing, the Sellers shall assume and assign to, and the Purchaser shall accept the assignment of and assume each Assigned Contract included on Schedule 1.1(b) as of the Pre-Closing Designation Deadline on the Closing Date. Following the Closing until the date that is thirty (30) days after the Closing (or such longer period as may be agreed between the Purchaser and the counterparty of the applicable Contract) (such date, the "**Designation Deadline**"), the Purchaser may, in its sole discretion, designate any additional

Contract (with respect to which the Debtors shall have complied with paragraph 20(a) through (d) of the Bidding Procedures Order) as an Assigned Contract by providing written notice (a "**Post-Closing Designation Notice**") to the Sellers, specifying any additional Contracts to be assumed by the Sellers and assigned to the Purchaser. Upon receipt of a Post-Closing Designation Notice, the Sellers shall, within three (3) Business Days thereof, file with the Bankruptcy Court and serve notice of such designation by first-class mail on all non-debtor counterparties to such Contracts, and provide a copy of the same to the Purchaser. Upon filing of such notice, the Sellers shall assume and assign to, and the Purchaser shall accept the assignment of and assume, such Contract. For the avoidance of doubt, (x) if the Purchaser has not provided a written designation to assume any Contract in accordance with the foregoing (whether by including such Contract on, and not subsequently removing such Contract from, Schedule 1.1(b), or by providing a Post-Closing Designation Notice), then such Contract shall be deemed to be excluded, (y) no prepetition Cure Cost shall be due or payable with respect to any Contract until the permanent assumption of such Contract and (z) each Contract that becomes an Assigned Contract pursuant to this Section 1.5 shall concurrently be deemed to have become an Acquired Asset. Notwithstanding anything in this Agreement to the contrary, with respect to any individual Contract designated to become an Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract and (ii) the conclusion of the cure objection hearing relating to such Contract as to which a cure objection has been timely filed, the Purchaser will be entitled, in its sole and absolute discretion, to remove such Contract from Schedule 1.1(b) by providing written notice to the Sellers, and any Contract so removed will be deemed to be an Excluded Asset for all purposes of this Agreement. The Sellers will not reject or seek to reject any Contract that is an Assigned Contract without the consent of the Purchaser. Notwithstanding anything set forth herein to the contrary, the Purchaser shall be responsible for any and all costs and expenses incurred by the Sellers with respect to any Contract that Seller is required to maintain in order to comply with this Section 1.5(d).

(e) From time to time following the Closing for a 60 day period thereafter, the Sellers and the Purchaser will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to convey fully to the Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Purchaser under this Agreement and to assure fully to the Sellers and their Affiliates and their respective successors and assigns, the assumption of the liabilities and obligations intended to be assumed by the Purchaser under this Agreement, and to otherwise make effective the Transactions; *provided* that nothing in this Section 1.5(e) will require the Purchaser or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities nor shall Sellers be required to incur any expenses or liabilities to comply with this Section 1.5(e).

(f) After the Closing and prior to the Designation Deadline (the "**Designation Period**"), the Sellers shall not terminate, amend, supplement, modify or waive any rights under, or create any Encumbrance with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of the

Purchaser (not to be unreasonably withheld or delayed), unless and until the Purchaser has provided notice to the Sellers in writing designating such Contract for exclusion pursuant to Section 1.5(d); *provided*, *however*, that the Purchaser shall be responsible for, and shall deliver to the Sellers or cause to be delivered to the Sellers such amounts as are (i) necessary to pay or satisfy any and all expenses, accrued or unpaid, attributable to any such Open Contracts, including, for the avoidance of doubt, any obligations with respect to rent, real estate taxes, insurance or similar items attributable to any such Open Contracts, (ii) in the determination of the Sellers, reasonably likely to be allowed as administrative expenses if challenged and (iii) arising on or after the Closing and during the Designation Period (such amounts, the "**Open Contract Expenses**"); *provided*, *further*, that, for the avoidance of doubt, to the extent the Purchaser elects to designate any Open Contract as an Assigned Contract on or prior to the Designation Deadline, the Purchaser shall pay all Cure Costs in respect of such Open Contract in accordance with Section 1.5(b).

Section 1.6 Purchase Price.

(a) On the terms and subject to the conditions set forth herein, the consideration for the sale and transfer of the Acquired Assets from the Sellers to the Purchaser shall be as follows:

(i) the Purchase Price in cash; and

(ii) the assumption of the Assumed Liabilities.

(b) The Purchaser has deposited into an account (the "**Escrow**") maintained by an escrow holder identified and established by the Sellers (the "**Escrow Holder**"), in immediately available funds by wire transfer in an aggregate amount equal to $750,000 (the "**Deposit**"). Upon receipt of the Deposit, the Escrow Holder shall immediately place the Deposit into a non-interest-bearing escrow account. The Deposit shall become nonrefundable upon the earlier of (i) the entry of a final and non-appealable Order of the Bankruptcy Court approving the Purchaser as the Successful Bidder at the Sale Hearing and satisfaction by all parties of all conditions set forth in Section 7.1 and Section 7.2, and the absence of any restriction, limitation, or prohibition on the Purchaser's right to acquire the Acquired Assets in the manner, and under the terms and conditions, set forth in this Agreement except where any such restriction, limitation, or prohibition is caused by an act or omission of the Purchaser, and (ii) the Seller's termination of this Agreement pursuant to Section 8.1(b)(iii) (a "**Purchaser Default Termination**"). At the Closing, the Deposit shall be delivered to the Sellers and credited toward payment of the Purchase Price. In the event the Deposit becomes non-refundable by reason of a Purchaser Default Termination and the Sellers are not then in Default of this Agreement, Escrow Holder shall immediately disburse the Deposit to the Sellers to be retained by the Sellers for the Sellers' own account as part of damages resulting to the Sellers from such Purchaser Default Termination. If this Agreement is terminated by reason of (i) the Sellers' default of this Agreement, (ii) the failure of a condition to the Purchaser's obligations, or (iii) the approval by the Bankruptcy Court of an Alternative Transaction and the Purchaser is not then in Default of this Agreement and has not been designated as the Back-Up Bidder, the Escrow Holder shall retain the Deposit until five (5) Business Days after the earlier of (x) a determination by the Bankruptcy Court as to the Default of this Agreement or failure of a condition precedent referenced in subsections (i) or (ii) of this Section 1.6(b), as applicable, and (y) the closing of an Alternative Transaction and thereafter shall be delivered to the Purchaser.

Section 1.7 Withholding. The Purchaser shall be entitled to withhold from any amount otherwise payable to the Sellers or any other Person under this Agreement or any Ancillary Agreement any withholding Taxes required by applicable Law to be withheld from the amounts so payable. Any amount so withheld and paid over to the appropriate Taxing Authority shall be deemed to have been paid over to the Sellers or other Persons for all purposes of this Agreement. The Parties shall cooperate in determining whether any such withholding is required.

Section 1.8 Purchase Price Allocation. The Parties agree to allocate for Tax purposes (and, as applicable, to cause their respective Affiliates to allocate for Tax purposes) the Purchase Price and any other amounts treated as additional consideration for Tax purposes among the Acquired Assets in accordance with the following procedures and, to the extent applicable, in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Within one hundred twenty (120) days after the Closing Date, the Purchaser shall deliver to the Sellers an allocation of the Purchase Price and any other amounts treated as additional consideration for Tax purposes as of the Closing Date (the "**Proposed Allocation**"). The Sellers will have thirty (30) days following delivery of the Proposed Allocation during which to notify the Purchaser in writing (an "**Allocation Notice of Objection**") of any objections to the Proposed Allocation, setting forth in reasonable detail the basis of their objections. If the Sellers fail to timely deliver an Allocation Notice of Objection in accordance with this Section 1.8, the Proposed Allocation will be conclusive and binding on all Parties and will become the "**Final Allocation**." If the Sellers submit an Allocation Notice of Objection, then for thirty (30) days after the date the Purchaser receives the Allocation Notice of Objection, the Purchaser and the Sellers will cooperate in good faith and use their commercially reasonable efforts to agree on the allocations. If the Purchaser and the Sellers fail to resolve any dispute within such time, each of the Purchaser and the Sellers shall be permitted to use its own allocation with respect to the applicable disputed items. Subject to the immediately preceding sentence, each of the Parties (a) shall (and shall cause its Affiliates to) prepare and file all Tax Returns (and Internal Revenue Service Forms 8594) in a manner consistent with the Final Allocation and (b) shall not (and shall cause its Affiliates not to) take any position on any Tax Return or in connection with any Tax proceeding inconsistent with the Final Allocation, in each case, except to the extent otherwise required by a "determination" within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable state, local or non-U.S. Law).

Section 1.9 Designated Purchaser(s). In connection with the Closing, the Purchaser shall be entitled to designate no later than three (3) Business Days prior to the Closing Date, in accordance with the terms and subject to the limitations set forth in this Section 1.9, one (1) or more Affiliates to exercise certain of the Purchaser's rights and assume certain of the Purchaser's Liabilities hereunder, including to (i) purchase specified Acquired Assets (including specified Assigned Contracts) and pay the Cure Costs, as applicable, and (ii) assume specified Assumed Liabilities on and after the Closing Date (any such Affiliate of the Purchaser that shall be properly designated by the Purchaser in accordance with this Section 1.9, a "**Designated Purchaser**"). At and after the Closing, the Purchaser shall, or shall cause its Designated Purchaser(s) to, honor the Purchaser's obligations at the Closing. After the Closing, any reference to the Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall include reference to the appropriate Designated Purchaser(s), if any. After the Closing, all obligations of the Designated Purchaser(s) under this Agreement shall be several and not joint and the only party with Liability as to a particular Assumed Liability shall be the

Purchaser or any Designated Purchaser assuming such obligation at the Closing and no other Person. Notwithstanding the foregoing, nothing herein shall release the Purchaser of its Liabilities under this Agreement except to the extent of payment or performance by such Designated Purchaser, and the Purchaser shall irrevocably and unconditionally guarantee the payment and performance (and not merely collection) of any obligations to the Sellers assumed by a Designated Purchaser under this Section 1.9 and the Purchaser shall remain liable for any and all obligations of the Purchaser hereunder irrespective of any assignment or designation by the Purchaser under this Section 1.9 or Section 9.12.

ARTICLE II

THE CLOSING

Section 2.1 Closing. Upon the terms and subject to the conditions hereof, the closing of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities contemplated hereby (the "**Closing**") shall take place remotely via the exchange of documents and signatures on the later of (a) January 3, 2024 and (b) within two (2) Business Days after the conditions set forth in Article VII shall have been satisfied or (if permissible) waived (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing), or at such time, date and place as the Parties may mutually agree (the date of the Closing being herein referred to as the "**Closing Date**"). For financial, accounting and economic purposes, including risk of loss, and for all other purposes of this Agreement, upon the occurrence of the Closing, the Closing shall be deemed to have occurred at 12:01 a.m., New York City time, on the Closing Date.

Section 2.2 Deliveries at the Closing.

(a) At the Closing, the Sellers shall deliver to the Purchaser:

(i) the Bill of Sale and Assignment and Assumption Agreement substantially in the form of Exhibit B attached hereto (the "**Bill of Sale and Assignment Agreement**"), duly executed by the Sellers;

(ii) (A) assignment agreements with respect to the Seller Intellectual Property and Licensed IP, substantially in the forms of Exhibit C attached hereto, and (B) any other intellectual property assignment agreements reasonably necessary to perfect or record the transfer of the Sellers' rights in any Registered Intellectual Property included in the Seller Intellectual Property in a form or forms suitable for recording in the applicable filing jurisdictions (each of such agreements, an "**Intellectual Property Assignment Agreement**"), duly executed by the Sellers;

(iii) with respect to each Seller, a duly executed IRS Form W-9;

(iv) the certificates described in Section 7.3(d);

(v) a copy of the Sale Order as entered by the Bankruptcy Court; and

(vi) all such other documents, instruments, certificates, lists and registers, reasonably requested by the Purchaser, to evidence the conveyance or assignment by the Sellers of the Acquired Assets or the assumption by the Purchaser of the Acquired Assets (including the Assigned Contracts).

(b) At the Closing, the Purchaser shall deliver or cause to be delivered to the Sellers:

(i) the Purchase Price;

(ii) the Bill of Sale and Assignment Agreement, duly executed by the Purchaser;

(iii) the Intellectual Property Assignment Agreements, duly executed by the Purchaser;

(iv) the certificate described in Section 7.2(c);

(v) evidence of the payment of all Cure Costs to the applicable Assigned Contract counterparties; and

(vi) all such other documents, instruments and certificates, reasonably requested by the Seller, to evidence the assumption by the Purchaser of the Assumed Liabilities.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as disclosed in the disclosure letter delivered by the Sellers to the Purchaser and agreed by the Parties in good faith as soon as reasonably praticable after the Original Signing Date (the "**Seller Disclosure Letter**") (it being understood that any information set forth in one section or subsection of the Seller Disclosure Letter shall be deemed to apply to and qualify the representation and warranty set forth in this Agreement to which it corresponds in number if and to the extent an explicit reference or cross- reference is made in such section or subsection of this Agreement), each of the Sellers represents and warrants to the Purchaser, with respect to the Business, the Acquired Assets and the Assumed Liabilities, as follows:

Section 3.1 Organization and Qualification. Each Seller is a legal entity, duly organized, validly existing and in good standing under the Laws of the state of Delaware, and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets, and to carry on in all material respects the Business as presently conducted by it. Each Seller is duly qualified to do business and is in good standing as a foreign entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or the conduct of its portion of the Business requires such qualification, except where the failure to be so qualified or, where relevant, in good standing, (x) has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Business (taken as a whole), and (y) would not reasonably be expected to prevent or materially hinder or delay any of the transactions

contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of a Seller to perform their obligations under this Agreement or any of the Ancillary Documents.

Section 3.2 Authority of the Sellers and Binding Effect. Subject to Bankruptcy Court approval, each Seller has all requisite corporate power and authority to execute and deliver (or to cause one or more of its Affiliates to execute and deliver, as applicable) and, subject to the entry and effectiveness of the Bidding Procedures Order and Sale Order, to perform its obligations under this Agreement, each of the Ancillary Documents and each other agreement, document or instrument contemplated hereby or thereby to which each such Person is a party. The execution and delivery of, the consummation of the transactions contemplated by and performance of the obligations under, this Agreement and such other documents by the Sellers and/or any of its applicable Affiliates, have been duly and validly authorized and approved by all requisite corporate or similar action of such Person, and no other corporate or similar proceedings (pursuant to any such Person's organizational documents or otherwise) on the part of any such Person is necessary to authorize the consummation of, and to consummate, the transactions contemplated hereby and thereby. Subject to the entry and effectiveness of the Bidding Procedures Order and Sale Order, this Agreement and each such other document have been duly and validly executed and delivered by the Sellers and each of its applicable Affiliates, and, assuming the due authorization, execution and delivery of this Agreement and each such Ancillary Document by the Purchaser or its Affiliates, as applicable, constitutes a legal, valid and binding agreement of each Seller and each of its applicable Affiliates, enforceable against each such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "**Enforceability Limitations**").

Section 3.3 Consents and Approvals. No consent, waiver, approval, Order, permit or authorization (including those with respect to state licensing required to operate the Businesses) of, or declaration, filing or registration with, or notification to, any Person or Governmental Entity is necessary or required to on the part of (a) the Sellers in connection with the execution and delivery of this Agreement and the Ancillary Documents to which a Seller is a party, and (b) any applicable Affiliate of the Sellers in connection with the execution and delivery of this Agreement and the Ancillary Documents to which such Person is a party, or in connection with, in each case of the foregoing clauses (a) and (b), the performance of such Person's obligations hereunder and thereunder, or the consummation of the transactions contemplated hereby and thereby (with or without notice or lapse of time, or both), except in each of the foregoing clauses (a) and (b), (y) for the entry and effectiveness of the Sale Order and (z) for immaterial consents, waivers, approvals, Orders, permits, authorizations, declarations, filings, registrations or notifications.

Section 3.4 No Violations. The execution or delivery of this Agreement or any agreement, document or instrument contemplated hereby or thereby by each Seller or any of its applicable Affiliates, the performance of such Person's obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby or thereby, as applicable, do not and will not (a) conflict with or result in any violation or breach of any provisions of the certificate of incorporation, bylaws or other organizational documents of any such Person, or (b) with or without notice or lapse of time or both, conflict with or result in any breach or violation of or constitute a

default or change of control under, or give rise to a right of, or result in, termination, modification, cancellation, first offer, first refusal or acceleration of any obligation or to the loss of a benefit under any Contract to which any such Person is a party or by or to which any of their respective properties, rights or assets, the Acquired Assets or the operations or conduct of the Business, are bound or subject, except in the case of the foregoing clause (b), for breaches, violations, defaults, rights, creations or impositions that (y) (I) have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Business (taken as a whole) and (II) would not reasonably be expected to prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of the Sellers to perform their obligations under this Agreement or any of the Ancillary Documents, or (z) are excused by or unenforceable as a result of the entry or effectiveness of the Sale Order.

Section 3.5 Title to Property. Each Seller has good, valid and marketable title to, or in the case of leased assets, have good and valid leasehold interests in, all of the Acquired Assets, free and clear of all Encumbrances other than Permitted Pre-Closing Encumbrances and, at the Closing, the Purchaser will be vested with good and valid title to, or in the case of leased assets, good and valid leasehold interest in, such Acquired Assets, free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code.

Section 3.6 Brokers or Finders. Except for Intrepid Investment Bankers, the Sellers have not employed or engaged any investment banker, broker or finder who is entitled to any brokerage, finder's or other fee or any commission in connection with this Agreement, the Ancillary Documents, the transactions contemplated by this Agreement or any other agreement, document or instrument contemplated hereby or thereby based upon arrangements made by or on behalf of the Sellers or any of their Affiliates.

Section 3.7 Litigation. Except for the Chapter 11 Case and as set forth on Section 3.7 of the Seller Disclosure Letter, there are no Actions pending or, to the Knowledge of the Sellers, threatened against the Sellers by an unaffiliated third party since July 24, 2022 that involve or relate to any of the Transactions or affects any of the Acquired Assets, Assumed Liabilities or the operations or conduct of the Business. None of Sellers, any applicable Affiliates, any of the Acquired Assets, any of the Assumed Liabilities or the Business is subject to any outstanding Order (including, for the avoidance of doubt, any judgment lien entered in connection with litigation matters set forth in Section 3.7 of the Seller Disclosure Letter), and there are no judgments or decrees of, or settlement agreements with, any Governmental Entity, except those (i) in place as of July 24, 2022 or (ii) which have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.8 Intellectual Property Rights.

(a) Section 3.8(a) of the Seller Disclosure Letter sets forth a true and complete list of all Registered Intellectual Property owned by the Sellers as of the Original Signing Date, setting forth for each such item (i) the legal and record owner(s), (ii) the registration or application number (as applicable), (iii) the registration or application date (as applicable), and (iv) the jurisdiction in which such item is registered or pending or, with respect to internet domain names and social media handles, the applicable registrar. No Action is pending, or to the Knowledge of

the Sellers, threatened by any Person, seeking to cancel, materially limit, or challenge the ownership, validity or enforceability of any Registered Intellectual Property. All of such Registered Intellectual Property (other than Registered Intellectual Property constituting applications) is subsisting, valid and, to the Knowledge of the Sellers, enforceable.

(b) Other than as set forth in Section 3.8(b) of the Seller Disclosure Letter, the Sellers own all right, title and interest in and to the Seller Intellectual Property and the Seller Intellectual Property is free and clear of all Encumbrances other than (i) Permitted Post-Closing Encumbrances and (ii) the Purchaser's Non-Exclusive IP License. To the Knowledge of the Sellers, the Sellers have valid rights or licenses to use the Licensed IP. None of the Seller Intellectual Property (or, to the Knowledge of the Sellers, any Licensed IP) are subject to any Order adversely affecting or restricting, as applicable, (i) the validity or enforceability thereof, or the Sellers' ownership or use thereof, or (ii) the assignment thereof by the Sellers, as applicable, as contemplated under this Agreement.

(c) To the Knowledge of the Sellers, the Licensed IP and Seller Intellectual Property collectively constitute all of the Intellectual Property Rights used in or necessary for the conduct of the Business as currently conducted, and as currently planned to be conducted, all of which rights shall survive the consummation of the Transactions without termination, acceleration or material change.

(d) To the Knowledge of the Seller, no unaffiliated third party is infringing, misappropriating or otherwise violating, or has in the past two (2) years infringed, misappropriated or otherwise violated, any Seller Intellectual Property.

(e) To the Knowledge of the Sellers, Sellers have, at all times during the past two (2) years, taken commercially reasonable efforts to protect the confidentiality of all material Trade Secrets that are owned, used or held by the Sellers, and no such Trade Secrets have been used by or disclosed to any unaffiliated third party except where such uses or disclosures have been authorized by the Sellers or its Affiliates.

Section 3.9 Data Privacy; IT Assets. The Seller IT Assets (i) to the Knowledge of the Sellers, operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required by the Sellers in connection with its business as currently conducted and (ii) to the Knowledge of the Sellers, have not materially malfunctioned or failed within the past two (2) years. To the Knowledge of the Sellers, the Sellers are and have been in compliance in all respects with their privacy policies and all applicable Privacy Laws relating to the Processing of any Personal Information collected or used by or on behalf of any of the Sellers. During the past two (2) years, to the Knowledge of the Sellers, no Seller has received any written notice or complaint, or other written charge or accusation, of violation of any applicable Privacy Laws, and (b) there has been no Action by, and, to the Knowledge of the Sellers, no pending investigation by any Governmental Entity of, the Sellers relating to applicable Privacy Laws.

Section 3.10 Leases. Section 3.10 of the Seller Disclosure Letter sets forth a complete and correct list, as of the Original Signing Date, of each of the Leases. Each Lease is in full force and effect and has not been amended or modified except as described in Section 3.10 of the Seller

Disclosure Letter. Other than as set forth in Section 3.10 of the Seller Disclosure Letter, none of the relevant lessors are in default under any Lease, and there is no fact or circumstance in existence, pending or, to the Knowledge of the Seller, threatened, that, after the giving of notice, with lapse of time or otherwise, would constitute such a default, except to the extent such default would not reasonably be expected to have a Material Adverse Effect.

Section 3.11 Assigned Contracts.

(a) Subject to the requisite approvals of the Bankruptcy Court, and to assumption and assignment by the applicable Seller of each such Assigned Contract in accordance with applicable Law, neither the Sellers, nor, to the Knowledge of the Sellers, any other party to any Assigned Contract listed on Schedule 1.1(b) on the Original Signing Date, is in default under any such Assigned Contract (other than, with respect to the Sellers, those defaults that will be cured in accordance with the Sale Order or any other order of the Bankruptcy Court required to effect the assignment of any such Assigned Contract to the Purchaser or waived in accordance with Section 365 of the Bankruptcy Code (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of any such Assigned Contract that is included in the Acquired Assets)) and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default under any such Assigned Contract by the Sellers or, to the Knowledge of the Sellers, by any other party thereto.

(b) Except for filings in the Chapter 11 Case, to the Knowledge of the Sellers, no party to any Assigned Contract listed on Schedule 1.1(b) on the Original Signing Date has cancelled or otherwise terminated any such Contract or provided written notice to any of the Sellers of its intent do so.

Section 3.12 Compliance with Laws; Permits. Each Seller is, to the Knowledge of the Sellers, in compliance in all material respects with all Laws applicable to the Business. Each Seller owns, holds or possesses all material Permits necessary to entitle or permit the Sellers to carry on and conduct the Business as it is currently being conducted and all such Permits are validly held and are in full force and effect.

Section 3.13 Employee Benefit Matters.

(a) Each Seller Plan has, in all material respects, been established, operated and administered in accordance with its terms and in compliance with applicable Law, including, without limitation, ERISA and the Code.

(b) Except as set forth on Section 3.13 on the Seller Disclosure Letter, Seller has not, within the six (6)-year period prior to the Original Signing Date, maintained, established, sponsored, participated in, contributed to, or been obligated to contribute to, or otherwise incurred any obligation or liability (including any contingent liability) under any "multiemployer plan" (as defined in Section 3(37) of ERISA) or to any "pension plan" (as defined in Section 3(2) of ERISA) subject to Section 302 or Title IV of ERISA or Section 412 of the Code.

(c) Assuming the Purchaser complies with its obligations under this Agreement, neither the execution or delivery of this Agreement nor the consummation of the Transactions, whether alone or in combination with any other event, could (i) entitle any Offer

Employees to severance pay or any material increase in severance pay, or (ii) accelerate the time of payment or vesting of any such benefits or increase the amount of compensation due any Offer Employee, in each case pursuant to a Seller Plan. Seller does not have any obligation to provide, and no Seller Plan or other agreement provides any individual with the right to a gross up, indemnification, reimbursement or other payment for any excise or additional taxes, interest or penalties incurred pursuant to Section 409A or Section 4999 of the Code.

Section 3.14 Taxes.

(a) To the Knowledge of the Sellers, there is no lien for Taxes upon any of the Acquired Assets (other than Permitted Pre-Closing Encumbrances in an amount that would not be material to the Business) nor is any Taxing Authority in the process of imposing any lien for Taxes on any of the Acquired Assets, other than liens for current Taxes that are not yet due and payable.

(b) No material issues that have been raised by the relevant Taxing Authority in connection with any examination of any material Tax Returns with respect to the Business that are required to be filed on or before the Closing are currently pending, and all deficiencies asserted or assessments made, if any, as a result of such examinations have been paid in full, unless the validity or amount thereof is being contested by the Sellers or one of their Affiliates in good faith by appropriate action.

Section 3.15 Labor Matters.

(a) As of the Original Signing Date, no Seller is a party to, or bound by, any collective bargaining agreement or other agreement with respect to employees with any labor union or any other employee organization, group or association organized for purposes of collective bargaining, and to the Knowledge of the Sellers, there are no activities or proceedings by any individual or group of individuals, including representatives of any labor organizations, or labor unions, to organize any employees of the Sellers or any of their Subsidiaries. As of the Original Signing Date, there is no pending or, to the Knowledge of the Sellers, threatened labor strike, slowdown, lockout or work stoppage, unfair labor practice or other labor dispute, or arbitration or grievance involving the Sellers or any of its employees.

(b) Assuming that Purchaser is in compliance with respect to its use of Sellers' employees under the Employee Leasing Agreement, the Sellers are in compliance in all material respects with all applicable Laws respecting labor, employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health. Except as set forth on Section 3.15 of the Seller Disclosure Letter, Sellers have not incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act of 1988, as amended, and the regulations promulgated thereunder (the "**WARN Act**") or any similar state, local or foreign Law relating to plant closings or mass layoffs that remains unsatisfied.

Section 3.16 No Other Representations. Except for the representations and warranties contained in Article IV, each Seller acknowledges that it (a) has had an opportunity to conduct any and all due diligence with respect to the Purchaser in connection with the Transactions, (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents in connection with the Transactions, and (c) did not rely upon any written or oral statements,

representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the Purchaser or with respect to any other information provided or made available to the Sellers in connection with the Transactions, or the completeness of any information provided in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers, as follows:

Section 4.1 Qualification; Organization. The Purchaser is a legal entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the laws of its jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted, except where the failure to be so existing and in good standing or to have such power and authority would not, individually or in the aggregate, materially impair or materially delay its ability to perform its obligations under this Agreement. The Purchaser is qualified to do business and is in good standing (with respect to jurisdictions that recognize such concept) as a foreign corporation or other entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so qualified or, where relevant, in good standing, would not, individually or in the aggregate, materially impair or materially delay its ability to perform its obligations under this Agreement.

Section 4.2 Authority of the Purchaser and Binding Effect. The Purchaser has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the Transactions have been duly authorized by all requisite corporate or similar action on the part of the Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to Closing will be duly and validly executed and delivered, by the Purchaser and (assuming the due authorization, execution and delivery by the other parties and the entry of the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with its respective terms, subject to the Enforceability Limitations.

Section 4.3 Consents and Approvals. No consent, waiver, approval, Order, permit or authorization (including those with respect to state licensing required to operate the Businesses) of, or declaration, filing or registration with, or notification to, any Person or Governmental Entity is necessary or required on the part of (a) the Purchaser in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which a Seller is a party, and (b) any applicable Affiliate of the Purchaser in

connection with the execution and delivery of any agreement, document or instrument contemplated hereby or thereby to which such Person is a party, or in connection with, the performance of such Person's obligations hereunder and thereunder, or the consummation of the transactions contemplated hereby and thereby (with or without notice or lapse of time, or both), except in each case of the foregoing clauses (a) and (b), (y) for the entry and effectiveness of the Sale Order and (z) for immaterial consents, waivers, approvals, Orders, permits, authorizations, declarations, filings, registrations or notifications.

Section 4.4 No Violations. The execution or delivery of this Agreement or any agreement, document or instrument contemplated hereby or thereby by the Purchaser or any of its applicable Affiliates, the performance of such Person's obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby or thereby, as applicable, do not and will not (a) conflict with or result in any violation or breach of any provisions of the certificate of incorporation, bylaws or other organizational documents of any such Person, (b) with or without notice or lapse of time or both, conflict with or result in any breach or violation of or constitute a default or change of control under, or give rise to a right of, or result in, termination, modification, cancellation, first offer, first refusal or acceleration of any obligation or to the loss of a benefit under any Contract to which any such Person is a party or bound, or (c) conflict with or violate any Order or Law applicable to the Purchaser or its properties, rights or assets, except in the case of the preceding clauses (b) and (c), for breaches, violations, defaults, rights, creations or impositions that (x) would not prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of the Purchaser to perform its obligations under this Agreement or any of the Ancillary Documents, in each case, in any material respect, or (y) are excused by or unenforceable as a result of the entry or effectiveness of the Sale Order.

Section 4.5 Brokers or Finders. The Purchaser has not employed or engaged any investment banker, broker or finder who is entitled to any brokerage, finder's or other fee or any commission in connection with the Transactions who might be entitled to any fee or any commission from the Sellers in connection with this Agreement or upon consummation of the Acquisition or any of the other Transactions based upon arrangements made by the Purchaser.

Section 4.6 No Other Representations. Notwithstanding the delivery or disclosure to the Sellers, any of their Affiliates or any of its respective Representatives of any documentation or other information (including any financial projections or other supplemental data) or anything to the contrary in this Agreement, except for the representations and warranties expressly contained in this Article IV, (a) neither the Purchaser nor any other Person has made or is making, and each of the Purchaser and its Affiliates expressly disclaims, any representation or warranty of any kind or nature, whether express or implied, at Law or in equity, with respect to the accuracy or completeness of any information provided or made available to the Sellers by or on behalf of the Purchaser in connection with or related to this Agreement, the Transactions, the Acquired Assets, the Assumed Liabilities, or the Business, and (b) the Purchaser hereby expressly disclaims any such other representations and warranties.

ARTICLE V

COVENANTS

Section 5.1 Conduct of the Business Pending the Closing.

(a) From the Original Signing Date to the earlier of the Closing and the date, if any, on which this Agreement is validly terminated pursuant to Article VIII, except as set forth in Section 5.1(a) of the Seller Disclosure Letter, and except (1) as contemplated by this Agreement or any Ancillary Document, (2) as required by applicable Law (including the Bankruptcy Code), (3) as consented to in writing by the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed) or (4) as required by, arising out of, relating to or resulting from the Chapter 11 Case or otherwise required or approved by any Order of the Bankruptcy Court, the Sellers shall, and shall cause each of their Affiliates to, (x) use commercially reasonable efforts to (A) conduct the Business in all material respects in the ordinary course of business consistent with past practice as the same has been conducted since October 19, 2022, (B) conduct the Business in accordance with applicable Law, and (C) preserve intact the Business and its relationship with customers, suppliers, distributors, wholesalers, retailers, employees and Government Entities, and (y) with respect to the Business, the Acquired Assets or the Assumed Liabilities, not, directly or indirectly:

(i) incur, create or assume any Encumbrance (other than Permitted Pre-Closing Encumbrances) on any properties or assets, tangible or intangible, of the Business;

(ii) make any loans, advances or capital contributions to, or investments in, any other Person, other than in the ordinary course of business consistent with past practice;

(iii) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or any equity interest therein;

(iv) other than in the ordinary course of business consistent with past practice and except as set forth on Schedule 5.1(a)(iv), cancel or terminate (other than, for the avoidance of doubt, any expiration in accordance with its terms), or modify or amend in any material respect, or waive any material rights under, any Assigned Contract included in the Acquired Assets;

(v) become party to or bound by any material Contract, in each case, except in the ordinary course of business consistent with past practice;

(vi) settle or compromise any Action related to the Assigned Contracts;

(vii) terminate or fail to renew any Permit, except in the ordinary course of business consistent with past practice;

(viii) acquire, sell, lease, pledge, dispose of, transfer, let lapse, license or encumber or authorize the sale, pledge, disposition, transfer or encumbrance of any

Acquired Assets, other than (A) sales, pledges, dispositions, transfers or encumbrances in the ordinary course of business consistent with past practice or (B) sales or dispositions of any assets as may be required by applicable Law;

(ix) (A) abandon, disclaim, dedicate to the public, permit to lapse, sell, transfer, lease, assign or otherwise dispose of, or grant any security interest in or to any material Seller Intellectual Property or any other Intellectual Property Rights within the control of the Sellers, including failing to perform or cause to be performed all applicable filings, recordings and other acts, or to pay or cause to be paid all required fees and Taxes, to maintain and protect Sellers' interests in the material Seller Intellectual Property, or (B) other than in the ordinary course of business consist with past practice and pursuant to a Permitted Pre-Closing Encumbrance, grant to any Person any license, or enter into any covenant not to sue, with respect to any material Seller Intellectual Property;

(x) except as required pursuant to the terms of any Seller Plan in effect as of the Original Signing Date or as set forth on Schedule 5.1(a)(x), (A) increase in any manner the compensation, compensation opportunity, consulting fees, incentive, bonus, retirement, welfare, fringe or other benefits, severance or termination pay of any Offer Employee or independent contractor of the Business, (B) become a party to, establish, adopt, amend, commence participation in or terminate any Seller Plan or any arrangement that would have been a Seller Plan had it been entered into prior to this Agreement, (C) grant any new awards, or amend or modify the terms of any outstanding awards, to any Offer Employee under any Seller Plan, (D) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits for any Offer Employee under any Seller Plan, (E) forgive any loans or issue any loans (other than routine travel advances issued in the ordinary course of business consistent with past practice) to any Offer Employee or (F) terminate the employment of any Offer Employee;

(xi) revalue any Acquired Assets, except to the extent required by GAAP;

(xii) voluntarily terminate or amend any Assigned Contract or waive any material rights thereunder;

(xiii) fail to timely pay Rent (as defined in the Stanford Lease); or

(xiv) agree, authorize or commit, in writing or otherwise, to take any of the foregoing actions.

(b) If the Stanford Lease is an Assigned Contract, the Sellers shall use commercially reasonable efforts to obtain an Estoppel Certificate (as defined in the Stanford Lease), duly executed by the lessor under the Stanford Lease confirming the representations and warranties made by the Seller in Section 3.10 hereof.

(c) Without in any way limiting any party's rights or obligations under this Agreement, the Parties understand and agree that (i) nothing contained in this Section 5.1 shall give the Purchaser, directly or indirectly, the right to manage, control, direct or be involved in the

management of the Sellers or their Affiliates or the Business prior to the Closing and (ii) prior to the Closing, the Sellers shall exercise, consistent with, and subject to, the terms and conditions of this Agreement, complete control and supervision of their operations, including the Business.

Section 5.2 Access and Information. Subject to the Bidding Procedures and applicable Law, the Sellers shall (and shall cause its Subsidiaries to) afford the Purchaser and the Purchaser's officers, directors, employees, agents, counsel, accountants, investment bankers, financing sources and other authorized Representatives reasonable access, during normal business hours and upon reasonable advance notice, to all of the Sellers' and its applicable Affiliates' properties, offices and Books and Records and, during such period, the Sellers shall (and shall cause its Subsidiaries to) furnish as promptly as practicable to the Purchaser all information (financial or otherwise) the Purchaser may reasonably request concerning its business, properties, personnel, suppliers, creditors and third parties with whom the Sellers or its Subsidiaries do business or by whom there may have been asserted any claim, and provide the Purchaser and its Representatives with access to suppliers, creditors and third parties with whom the Sellers or its Subsidiaries do business or by whom there may have been asserted any claim, *provided*, that no investigation pursuant to this Section 5.2 shall affect or be deemed to modify any representation or warranty made by the Sellers herein. Notwithstanding the foregoing, the Sellers shall not be required by this Section 5.2 to provide the Purchaser or its Representatives with access to or to disclose (i) information the disclosure of which would violate applicable Law, (ii) any privileged information of the Sellers or (iii) any Tax Returns required to be filed with respect to the Sellers on a consolidated, combined or unitary basis.

Section 5.3 Approvals and Consents; Cooperation; Notification.

(a) Subject to the terms and conditions of this Agreement, the Sellers shall use (and shall cause their Affiliates to use) their commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done all things, necessary, proper or advisable on its part under this Agreement and applicable Law to consummate the Transactions as soon as practicable after the Original Signing Date. Without limiting the generality of the foregoing sentence, after the Original Signing Date (i) unless otherwise agreed in writing by the Parties, the Parties shall file as promptly as practicable all necessary notices, reports and other filings (or drafts thereof where applicable) and shall use their commercially reasonable efforts to obtain as promptly as practicable all necessary applications, notices, petitions, filings, and other documents and to obtain as promptly as practicable all waiting period expirations or terminations, consents, clearances, waivers, licenses, Orders, registrations, approvals, permits, and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Transactions, and (ii) the Parties shall prepare and provide as promptly as practicable all documentation as may be necessary to obtain all such waiting period expirations or terminations, consents, clearances, waivers, licenses, registrations, permits, authorizations, orders and approvals.

(b) In connection with and without limiting the foregoing, the Sellers shall give any notices to third parties required under Assigned Contracts, and the Sellers shall, at the Purchaser's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with the Purchaser in endeavoring to obtain third-party consents to any Assigned Contracts that cannot be transferred or assigned effectively without the consent of

such third parties (after giving effect to the Sale Order and the Bankruptcy Code). Nothing in this Section 5.3(b) shall require the Sellers or any of their Affiliates to make any expenditure or incur any obligation on its own or on behalf of the Purchaser unless funds in the full amount thereof are advanced to the Sellers in cash.

(c) Each of the Sellers and the Purchaser shall give prompt written notice to the other of the occurrence or failure to occur of an event that would, or with or without notice or lapse of time or both would, cause any condition to the consummation of the Transactions for the benefit of the other Party not to be satisfied; *provided*, *however*, that the delivery of any notice pursuant to this Section 5.3(c) shall not limit or otherwise affect the remedies available to the party receiving such notice under this Agreement.

(d) Notwithstanding the foregoing, (i) nothing in this Agreement shall require the Purchaser or its Affiliates to take or agree to take any action (A) with respect to its business or operations unless the effectiveness of such agreement or action is conditioned upon the Closing, or (B) that is not expressly provided for in this Agreement, and (ii) the rights and obligations of the Parties with respect to any consent, approval or waiver (A) in respect of any Assigned Contracts shall be governed by Section 1.5 (and not this Section 5.3) and (B) from the Bankruptcy Court shall be governed exclusively by Section 6.2, Section 6.3, Section 6.4 and Section 6.5 (and not this Section 5.3).

Section 5.4 Further Assurances. Subject to the other provisions of this Agreement for a period of six months following the Closing, each of the Purchaser and the Sellers will use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the Transactions, (b) provide the other Parties with reasonable cooperation and take such actions as such other Parties may reasonably request in connection with the consummation of the Transactions, (c) following the Closing at Purchaser's expense, execute and deliver such additional documents, instruments, assignments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions or for the perfection and recordation of such conveyance and transfer in any applicable jurisdiction in the world and (d) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Transactions. Subject to Section 1.5(c), if, after the Closing (i) the Purchaser or its designee holds any Excluded Assets or Excluded Liabilities or (ii) the Sellers hold any Acquired Assets or Assumed Liabilities, the Purchaser or the Sellers will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

Section 5.5 Employee Matters.

(a) Purchaser hereby acknowledges and agrees that each of the individuals listed on Schedule 5.5(a) (each, an "**Offer Employee**"), shall receive an offer of employment from the Purchaser at least five (5) Business Days prior to the Closing Date (provided such Offer Employee remains employed by the Sellers at such time). Subject to the provisions of this Section 5.5(a), each offer of employment shall be subject to the Closing and effective on the later of (i) the Closing and (ii) January 1, 2024 (such date the "**Transfer Date**") and provide for a position substantially similar to that such individual held as of immediately prior to the Closing. Each

Offer Employee who accepts the offer of employment pursuant to this Section 5.5(a) and commences employment with the Purchaser shall be deemed a "**Transferred Employee**" as of the Transfer Date. For a period of commencing on the Transfer Date and continuing through the first (1st) anniversary of the Closing Date, the Purchaser shall or shall cause one of its Affiliates to provide the Transferred Employees, for so long as they remain employed, with (i) base salary or wage rate substantially comparable in the aggregate to that in effect with respect to each such Transferred Employee immediately prior to the Closing and (ii) employee benefits that are substantially comparable in the aggregate to the employee benefits provided to similarly situated employees of the Purchaser. The Sellers shall cease to employ the Transferred Employees immediately prior to the Closing.

(b) The Sellers shall cooperate with and use commercially reasonable efforts to assist the Purchaser and any of its applicable Affiliates in their respective efforts to secure employee, consultant or independent contractor relationships with the Offer Employees, including by providing the Purchaser with access to the Offer Employees for purposes of negotiating the terms of any such employment or other engagement.

(c) The Purchaser shall use commercially reasonable efforts to, or cause one of its Affiliates to, provide to each Transferred Employee full credit for such Transferred Employee's service with the Sellers prior to the Transfer Date for all purposes, including for purposes of eligibility, vesting, benefit accruals and determination of the level of benefits (including vacation and severance (but excluding defined benefit pension accruals and for purposes of qualifying for subsidized early retirement benefits)), under any benefit plan sponsored or maintained by the Purchaser or any of its Affiliates, as applicable, in which such Transferred Employee participates on or following the Closing to the same extent recognized by the Sellers immediately prior to the Closing; *provided*, that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits or coverage. The Purchaser shall use commercially reasonable efforts to, or cause one of its Affiliates to: (i) waive any limitation on health and welfare coverage of such Transferred Employees due to pre-existing conditions, waiting periods, active employment requirements, and requirements to show evidence of good health under any applicable health and welfare plan of the Purchaser or any of its Affiliates to the extent such Transferred Employees were covered under a similar Seller Plan prior to the Closing Date; and (ii) credit each such Transferred Employee with all eligible payments, co-payments and co-insurance paid by such employee under any Seller Plan prior to the Transfer Date during the year in which the Transfer Date occurs for the purpose of determining the extent to which any such employee has satisfied any applicable deductible and whether such employee has reached the out-of-pocket maximum under any benefit plan of the Purchaser or any Affiliate for such year. Purchaser acknowledges and agrees that any restricted stock units held by a Transferred Employee shall continue to vest in accordance with the terms governing such restricted stock units as in effect immediately prior to the Original Signing Date and shall not be affected by the transfer of employment contemplated by this Section 5.5.

(d) The Parties agree to cooperate in good faith, including by sharing information about terminations of employment in a timely manner, to determine whether any notification may be required under the WARN Act as a result of the transactions contemplated by this Agreement. Purchaser shall be responsible for providing any notice (or pay in lieu of notice) required pursuant to the WARN Act with respect to a layoff or plant closing involving Transferred

Employees that occurs on or after the Closing. Sellers and its respective Affiliates shall be responsible for providing any such notice (or pay in lieu of notice) with respect to a layoff or plant closing occurring prior to the Closing and on or after the Closing with respect to any employees who do not become Transferred Employees.

(e) For the avoidance of doubt, any liabilities with respect to any severance, termination pay or other similar benefits or amounts due to (i) any employee of Sellers other than an Offer Employee or (ii) any Offer Employee who rejects an offer of employment made by the Purchaser or one of its Affiliates or who terminates his or her employment so as not to transfer to the Purchaser or one of its Affiliates shall be Excluded Liabilities. Prior to the Closing, the Sellers shall terminate Sellers' Severance Plan dated April 21, 2021 and the Sellers' Severance Plan (Below VP), dated July 24, 2022, in each case in accordance with the terms of such plans.

(f) Nothing contained in this Agreement shall constitute or be construed (i) as an amendment, termination or other modification of any employee benefit or compensation plan or arrangement, or a restriction or other limitation on the right of any Party or any of its Affiliates to amend, terminate or otherwise modify any such plans or arrangements in accordance with their terms, (ii) as a guarantee of employment or any other engagement for any period, or a restriction or other limitation on the right of any Party or any of its Affiliates to terminate the employment or other engagement of any individual at any time or (iii) to create any third-party beneficiary rights in any Person other than the direct parties to this Agreement, including any current or former service provider of the Sellers or any of their Affiliates (or any beneficiaries or dependents thereof), or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment or other engagement and/or benefits that may be provided to any Transferred Employee by the Purchaser, the Sellers or any of their Affiliates or under any benefit plan which the Purchaser, the Sellers or any of their Affiliates may maintain.

Section 5.6 Payments Received. The Sellers and the Purchaser each agree that after the Closing each of them will hold and will promptly transfer and deliver to the other Party, in the form received by them or their respective Affiliates, from time to time as and when received, any cash, checks with appropriate endorsements (using their reasonable best efforts not to convert such checks into cash), wire transfers, electronic payments and other forms of monetary receipts or other property that may be received by or credited to them on or after the Closing Date which properly belongs to the other Party or its or their respective Affiliates and will account to the other for all such receipts.

Section 5.7 2024 Payments and Assessments. The Sellers and the Purchaser each agree that the Purchaser shall reimburse the Sellers on the Closing Date for the prorated portion of Rent (as defined in the Stanford Lease in effect prior to Stanford Amendment) for the period beginning on the Closing Date and ending on the last day of the month in which the Closing Date occurs. By way of example, if closing occurs on January 3, 2024, the Purchaser shall reimburse the Sellers for Rent paid for January 3, 2024 to January 31, 2024. Further, the Sellers and the Purchaser each agree that upon delivery by the Sellers to the Purchaser of written confirmation of payment to Alameda County of property taxes for July 2024 through June 2025 related to the Acquired Assets held by Zymergen Inc. in Alameda County at 1440 Stanford Street, Emeryville, CA 94608 on January 1, 2024, the Purchaser shall reimburse the Sellers for such property taxes within ten (10) Business Days.

Section 5.8 Restricted Account.

(a) The Parties acknowledge and agree that at the Closing, the Purchaser shall acquire the Grant Agreement by and between Zymergen Inc. and the Bill & Melinda Gates Foundation (the "**Grant Agreement**") and the restricted cash account associated with such Grant Agreement (the "**Restricted Account**"); *provided*, that if the Closing occurs prior to January 31, 2024, the Parties agree that the Restricted Account shall be delivered to the Purchaser as described in Section 5.8(b). The Sellers shall not make commitments, use or obligate funds that would exceed the grant funds available in the Restricted Account.

(b) If the Closing occurs prior to January 31, 2024, (i) the Sellers shall retain the Restricted Account for the period following the Closing until January 31, 2024, (ii) on January 31, 2024, the Sellers shall deliver to the Purchaser the balance of the funds in the Restricted Account, and (iii) prior to January 31, 2024, the Sellers shall make withdrawals and disbursements from the Restricted Account in the ordinary course, consistent with past practice, as required by and in compliance with the Grant Agreement.

(c) If the Closing occurs on or after January 31, 2024, to the extent that there are any expenses or costs that were incurred prior to the Closing Date that could have been paid or satisfied by funds from the Restricted Account, then the Purchaser will pay such costs and expenses to the extent there are proceeds or funds remaining in the Restricted Account. The Sellers shall deliver to the Purchaser the balance of the funds in the Restricted Account at Closing.

Section 5.9 Use and Occupancy Agreements. The Sellers and the Purchaser acknowledge and agree that those certain use and occupancy agreements by and between the Sellers and Purchaser, each dated as of October 31, 2022 (the "**Occupancy Agreements**"), shall be terminated at Closing automatically without any further action on the part of any Person. The Parties acknowledge that the Parties shall act in the ordinary course under the Occupancy Agreements through the Closing Date, including billing the other Party in accordance with its terms; *provided*, that, at Closing each Party will reimburse the other Party for License Fees (as defined in the applicable Occupancy Agreement) that were actually paid for the period beginning on the Closing Date and ending on the last day of the month in which the Closing Date occurs.

Section 5.10 Destruction of Confidential Information. The Purchaser agrees that to the extent (i) confidential information of a third party is included in the Transferred Books and Records, (ii) such third party has a contractual right to request the destruction of such information, (iii) such third party has delivered to the Sellers a request to destroy such information in accordance with such contractual right and (iv) the Sellers have provided the Purchaser with written notice of such request (which may be by email), the Purchaser will timely provide the Sellers with written confirmation (which may be by email) that the Purchaser has exercised reasonably diligent efforts to comply with such request.

ARTICLE VI

BANKRUPTCY COURT MATTERS

Section 6.1 Debtor-in-Possession. From the Petition Date through the Closing, the Sellers shall continue to operate their business as debtor-in-possession pursuant to the Bankruptcy Code.

Section 6.2 The Sale Motion. On the Petition Date, the Sellers shall file a sale motion with the Bankruptcy Court (the "**Sale Motion**"), in form and substance reasonably acceptable to the Purchaser and the Sellers (and shall thereafter use their commercially reasonable efforts to cause the Bankruptcy Court to enter an Order or Orders granting the relief sought therein, including the Bidding Procedures Order and Bidding Procedures in the form of Exhibit A hereto, and, provided the Purchaser is the Successful Bidder, the Sale Order in the form of Exhibit D hereto and otherwise in form and substance reasonably acceptable to the Purchaser and the Sellers).

Section 6.3 The Sale Order. The Sale Order shall be in the form of Exhibit D hereto or otherwise in form and substance reasonably acceptable to the Purchaser and the Sellers.

Section 6.4 Cooperation with Respect to Bankruptcy Court Approval. The Purchaser shall take such actions as are reasonably requested by the Sellers to assist in obtaining entry by the Bankruptcy Court of the Bidding Procedures Order and the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes of, among other things: (a) demonstrating that the Purchaser is a "good faith" purchaser within the meaning of Section 363(m) of the Bankruptcy Code; and (b) establishing "adequate assurance of future performance" within the meaning of Section 365 of the Bankruptcy Code. In the event the Bidding Procedures Order or Sale Order shall be appealed, the Sellers shall use commercially reasonable efforts to defend such appeal.

Section 6.5 Bankruptcy Court Filings. The Sellers shall:

(a) consult with the Purchaser concerning the Bidding Procedures Order, the Sale Order and any other Orders of the Bankruptcy Court relating to the Transactions, and the Chapter 11 Case and keep the Purchaser apprised of the status of material matters related to the Agreement, including, upon reasonable request, promptly furnishing the other with copies of notices or other communications received by a Sellers from the Bankruptcy Court with respect to the Transactions;

(b) promptly serve true and correct copies of all pleadings and notices that relate in any way to this Agreement, the Acquisition, the Acquired Assets, the Bidding Procedures on all parties-in-interest in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or any applicable Order of the Bankruptcy Court;

(c) use commercially reasonable efforts to cause the Bankruptcy Court to enter (i) the Bidding Procedures Order on or prior to October 30, 2023 and (ii) the Sale Order on or prior to December 19, 2023, subject in all events to the availability of the Bankruptcy Court;

(d) provide the Purchaser with copies of any material motions, applications, notices, proposed Orders and other pleadings and documents (collectively, "**Pleadings**") to be filed by the Sellers in the Chapter 11 Case on the Petition Date; and

(e) use commercially reasonable efforts provide the Purchaser with copies of any other Pleadings that relate in any way to this Agreement, the Acquisition, the Acquired Assets, the Bidding Procedures or the Purchaser as soon as reasonably practicable and, in any event, at least twenty-four (24) hours prior to the making of any such filing or submission to the Bankruptcy Court; *provided*, that any Pleadings seeking emergency relief shall be provided to the Purchaser solely to the extent reasonably practicable but in any event prior to filing or submitting such Pleadings to the Bankruptcy Court.

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Obligation of the Sellers and the Purchaser. The respective obligations of each Party to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing of the following conditions: (a) there shall not be in effect any Order by a Governmental Entity of competent jurisdiction restraining, enjoining or having the effect of making the transactions contemplated by this Agreement or the Ancillary Documents illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Documents, (b) no applicable Law shall have been enacted, entered, promulgated and remain in effect that prohibits or makes illegal the consummation of the transactions contemplated by this Agreement or the Ancillary Documents and (c) the Stanford Amendment, as applicable, shall provide that (i) the existing letter of credit securing obligations under the Stanford Lease shall be returned undrawn to the Sellers at or prior to Closing and (ii) the Sellers shall have no remaining reimbursement obligations under such letter of credit.

Section 7.2 Conditions Precedent to Obligation of the Sellers. The obligations of the Sellers to consummate the Transactions shall be subject to the satisfaction or waiver (to the extent permitted by applicable Law) by the Sellers at or prior to the Closing of the following conditions:

(a) *Representations and Warranties*. (i) The Purchaser Specified Representations shall be true and correct in all material respects at and as of the date of this Agreement and at and as of the Closing as though made at and as of the Closing, and (ii) the representations and warranties of the Purchaser contained in Article IV (other than the Purchaser Specified Representations) shall be true and correct, determined without regard to any qualification as to materiality or "Material Adverse Effect", at and as of the date of this Agreement and at and as of the Closing as though made at and as of the Closing, except, with respect to this clause (ii), for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to (A) prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or (B) affect the ability of the Purchaser to perform its obligations under this Agreement or the Purchaser or any of its Affiliates to perform their respective obligations under any of the Ancillary Documents, in each case, in any material respect; *provided*, *however*, that in each of the foregoing clauses (i) and (ii), any representations

and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth above), only as of such date or period.

(b) *Covenants and Agreements.* The covenants and agreements of the Purchaser to be performed at or prior to the Closing shall have been performed in all material respects in accordance with this Agreement.

(c) *Officer's Certificate.* The Purchaser shall have delivered to the Sellers a certificate duly executed by an authorized officer of the Purchaser certifying to the effect that the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied.

(d) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order and such order shall not have been stayed, stayed pending appeal, modified, amended, reversed or vacated as of the Closing Date.

(e) *Additional Invoices*.

(i) The Purchaser shall have paid to the Sellers all amounts due and payable under (1) any additional invoices under the Employee Leasing Agreement or the Use and Occupancy Agreement, dated as of October 31, 2022, by and between Zymergen, Inc. and the Purchaser, issued by the Sellers to the Purchaser prior to Closing, (2) any additional invoices issued by the Sellers to the Purchaser on account of restricted stock unit taxes paid by Zymergen Inc. for which it is entitled to reimbursement by the Purchaser under Zymergen Inc.'s and the Purchaser's arrangement and (3) the following invoices issued by the Sellers to the Purchaser prior to the November 17, 2023: 22160, 22161, 22162, 22163, 22164, 22165, 22166 and 22176, in each of (1), (2) and (3), to the extent such amounts: (A) were invoiced at least five (5) Business Days prior to the Closing Date and (B) were not subject to a good faith dispute by the Purchaser; *provided*, that the Purchaser shall have paid any portion of such amounts not subject to a good faith dispute by the Purchaser; *provided*, *further*, that the Purchaser's obligation under this Section 7.2(e)(i) shall be conditioned on (x) the Sellers having delivered such invoices to the Purchaser within ten (10) Business Days following the end of each month other than the month in which Closing occurs and (y) in the case of the month in which the Closing Date occurs, solely to the extent such amounts were invoiced at least five (5) Business Days prior to the Closing as set forth in clause (A) of this Section 7.2(e)(i); *provided, further*, that, for the avoidance of doubt, the failure of the Sellers to deliver such invoices during the periods prescribed in this Section 7.2(e)(i) shall not result in a waiver by the Sellers of such amounts and the Purchaser shall remain obligated to pay such amounts after the Closing Date; *provided, further*, that the obligations of the Sellers to consummate the Transactions shall not be subject to the Purchaser's payment of such amounts described in the immediately preceding proviso; and

(ii) The aggregate amount of payables not yet due and payable, as estimated in good faith by the Sellers in consultation with the Official Committee Of Unsecured Creditors of Zymergen Inc. (the **"Committee**"), shall not exceed $2,000,000.

Section 7.3 Conditions Precedent to Obligation of the Purchaser. The obligations of the Purchaser to consummate the Transactions shall be subject to the satisfaction or waiver (to the extent permitted by applicable Law) by the Purchaser at or prior to the Closing of the following conditions:

(a) *Representations and Warranties*. (i) The Seller Specified Representations shall be true and correct in all material respects at and as of the date of this Agreement and at and as of the Closing as though made at and as of the Closing, and (ii) the representations and warranties of the Sellers set forth in Article III shall be true and correct, determined without regard to any qualification as to materiality or "Material Adverse Effect", at and as of the date of this Agreement and at and as of the Closing as though made at and as of the Closing except, with respect to this clause (ii), for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that, in each case of the foregoing clauses (i) and (ii), any representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth above), only as of such date or period.

(b) *Covenants and Agreements.* The covenants and agreements of the Sellers to be performed at or prior to the Closing shall have been performed in all material respects in accordance with this Agreement.

(c) *No Material Adverse Effect*. There shall not have occurred or be continuing any Material Adverse Effect.

(d) *Officer's Certificates*. The Sellers shall have delivered to the Purchaser a certificate duly executed by an executive officer of the Sellers certifying to the effect that the conditions set forth in Section 7.3(a), Section 7.3(b) and Section 7.3(c) have been satisfied.

(e) *Deliverables*. Purchaser shall have received all items required to be delivered to the Purchaser pursuant to Section 2.2(a) at or prior to the Closing.

(f) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order and such order shall be a Final Order.

(g) *Employee Leasing Agreement*. Sellers shall have filed a motion to assume the Employee Leasing Agreement (the "**Employee Leasing Agreement**"), made and entered into effective as of October 19, 2022, by and between Purchaser and Sellers in accordance with the provisions of Section 365 of the Bankruptcy Code within ten Business Days of the Petition Date. Notwithstanding anything set forth herein to the contrary, Sellers shall not have any obligation to assume the Employee Leasing Agreement unless Purchaser agrees to be responsible for (i) one hundred percent (100%) of any and all costs and expenses of any Transferred Employees that provided services under the Employee Leasing Agreement and (ii) any amounts owed to any Transferred Employee under Seller's Severance Plan dated April 21, 2021 and Sellers' Severance Plan (Below VP) dated July 24, 2022, in the event of a termination without "cause" (as defined in the applicable plan) during the period from the Petition Date to the Closing Date, and if Purchaser does not provide such agreement then this Section 7.3(g) shall not be a condition to the Purchaser's obligations to consummate the transactions contemplated by this Agreement.

(h) *Committee Release.* Each member of the Committee (including, Greenlight Biosciences, Inc., ARE-East River Science Park, LLC and BRE-BMR 5300 Chiron LP) as of the Closing Date, in their individual capacity, shall have agreed with the Purchaser to a mutual release of claims related to the Sellers (which shall include releases of their Affiliates and related parties).

(i) *Pivot License.* Pivot shall have delivered, or caused to be delivered, to the Purchaser a duly executed counterpart of the Pivot License, which shall be in a form acceptable to the Purchaser in its sole discretion.

Section 7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such Party's breach of any of its obligations under this Agreement shall have proximately contributed to the occurrence of such failure.

ARTICLE VIII

TERMINATION

Section 8.1 Termination.

(a) This Agreement may be terminated by either the Purchaser or the Sellers in the event that the Closing has not occurred on or before the earlier of (i) March 31, 2023 and (ii) ninety (90) days from the date that the Purchaser is designated the Successful Bidder in accordance with the Bidding Procedures, or such later date as may be agreed in writing by the Parties in their sole discretion (the earlier of clause (i) and (ii) or such agreed upon date, the "**Outside Date**"); *provided*, that the right to terminate this Agreement pursuant to this Section 8.1(a) shall not be available to any Party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of a condition to the consummation of the Transactions.

(b) This Agreement may also be terminated prior to the Closing:

(i) at any time by the mutual written agreement of the Purchaser and the Sellers;

(ii) by the Purchaser, if there shall have been a breach of any of the covenants or agreements or any of the representations or warranties set forth in this Agreement on the part of the Sellers which breach, either individually or in the aggregate with other breaches by the Sellers, would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Section 7.3(a) or Section 7.3(b), as the case may be, and which is not cured within thirty (30) days following written notice to the Sellers thereof or which by its nature or timing cannot be cured within such time period; *provided*, that the Purchaser is not then in breach in any material respect of any of the covenants, agreements, representations or warranties set forth in this Agreement on the part of the Purchaser;

(iii) by the Sellers, if there shall have been a breach of any of the covenants or agreements or any of the representations or warranties set forth in this

Agreement on the part of the Purchaser which breach, either individually or in the aggregate with other breaches by the Purchaser, would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Section 7.2(a) or Section 7.2(b), as the case may be, and which is not cured within thirty (30) days following written notice to the Purchaser thereof or which by its nature or timing cannot be cured within such time period; *provided*, that the Sellers is not then in breach in any material respect of any of the covenants, agreements, representations or warranties set forth in this Agreement on the part of the Sellers;

(iv) by the Purchaser, if the Sellers shall fail to file the Sale Motion on the Petition Date;

(v) by the Purchaser, if the Petition Date shall not occur on or prior to the first calendar day after the Original Signing Date;

(vi) by the Purchaser, if the Chapter 11 Case is dismissed or converted to a liquidation proceeding under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Sellers is appointed in the Chapter 11 Case;

(vii) by the Purchaser, if the Bankruptcy Court enters any Order materially inconsistent with the Bidding Procedures Order, the Sale Order or declines to enter the Bidding Procedures Order or Sale Order;

(viii) by either the Sellers or the Purchaser, if a Governmental Entity issues a final, non-appealable ruling or Order permanently prohibiting the Transactions; *provided*, *however*, that the right to terminate this Agreement pursuant to this Section 8.1(b)(viii) shall not be available to any Party whose breach in any material respect of any of the covenants, agreements, representations or warranties set forth in this Agreement on the part of such Party shall have proximately contributed to such ruling or Order;

(ix) by the Purchaser, if any creditor of the Sellers obtains a final and unstayed Order of the Bankruptcy Court granting relief from the stay to foreclose on any of the Acquired Assets valued in excess of $500,000;

(x) by the Purchaser, if there has been any material breach by the Sellers of the Bidding Procedures, or by the Sellers, if there has been any material breach by the Purchaser of the Bidding Procedures, in each case if such breach is not cured within five (5) Business Days following written notice to the breaching Party or Parties of such material breach;

(xi) by either the Sellers or the Purchaser, if the Auction has occurred and the Purchaser is not the Successful Bidder provided, however, that if the Auction is held and the Purchaser is designated as the Back-Up Bidder, provided that the Purchaser may only be selected as the Back-Up Bidder with the consent of the Purchaser (which consent may be withheld in the Purchaser's sole discretion), then this Agreement shall not terminate pursuant to this Section 8.1(b)(xi) until the earlier of (i) closing of the Alternative Transaction and (ii) thirty (30) days following the completion of the Auction;

(xii) by the Purchaser, if the Purchaser is the Successful Bidder and the Sale Hearing has not been commenced on or prior to the fifth (5th) Business Day after the conclusion of the Auction; *provided* that the failure of the Sale Hearing to commence on or prior to such time is not caused by the Purchaser's breach in any material respect of this Agreement or the Bankruptcy Court's calendar;

(xiii) by the Purchaser, if the Bankruptcy Court has not entered the Bidding Procedures Order by October 30, 2023, subject to adjustment based on the availability of the Bankruptcy Court, or if the Bidding Procedures Order has been entered by such date but is stayed, stayed pending appeal, reversed or vacated, or if such Bidding Procedures Order has been entered by such date but has been amended, supplemented or otherwise modified without the prior written consent of the Purchaser;

(xiv) (A) by the Purchaser, if the Zymergen – Global Settlement Agreement Term Sheet, dated as of November 14, 2023 (the "**Settlement Term Sheet**"), by and among the Purchaser, the Committee and the Sellers, is terminated for any reason other than if such termination results from: (i) a material breach of this Agreement by the Purchaser or (ii) the Purchaser's failure to timely make any payment that the Bankruptcy Court has determined is owed to the Sellers or (B) by the Sellers if the Committee exercises its right to terminate the Settlement Term Sheet, unless Purchaser elects to exercise its right pursuant to Section 8.3;

(xv) by the Purchaser, if the Auction is not held by the 45th calendar date after entry of the Bidding Procedures Order; or

(xvi) by the Purchaser, if the Bankruptcy Court has not entered the Sale Order approving the Acquisition by the Purchaser by the 5th Business Day after the Auction, or if such Sale Order has been entered by such date but is stayed or stayed pending appeal or has been reversed or vacated, or if such Sale Order has been entered by such date but has been amended, supplemented or otherwise modified without the prior written consent of the Purchaser.

For the avoidance of doubt, the Parties acknowledge and agree that, in the event that the Sellers determine, in their reasonable discretion, that the last Overbid (as defined in the Bidding Procedures) submitted by the Purchaser is better than all other Qualified Bids (as defined in the Bidding Procedures) as such Qualified Bids may be amended by an Overbid submitted at the Auction, then within two (2) Business Days following the conclusion of the Auction, the Sellers and the Purchaser shall enter into an amendment to this Agreement to reflect the Purchaser's last Overbid.

Section 8.2 Effect of Termination. In the event of termination of this Agreement by a Party in accordance with Section 8.1, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Parties except as set forth in the Bidding Procedures Order; *provided*, that nothing in this Agreement shall relieve any Party from liability for fraud or willful breach of this Agreement prior to such termination. The provisions of this Section 8.2, Article IX (other than Section 9.1, Section 9.2 and Section 9.3) and, with respect to any defined terms used in the foregoing Sections or Articles, Article X, shall expressly survive

the termination of this Agreement, except that nothing in this Section 8.2 shall relieve any Party from liability for any breach of this Agreement that arose prior to such termination.

Section 8.3 Effect of Termination of Settlement Term Sheet. In the event that the Settlement Term Sheet is terminated for any reason other than if such termination results from a material breach of this Agreement by the Purchaser or the Purchaser's failure to timely make any payment that the Bankruptcy Court has determined is owed by the Purchaser to the Sellers, if the Purchaser does not exercise its termination rights pursuant to Section 8.1(xiv)(A), it may elect to have Amendment No. 1 to this Agreement, dated as of November 17, 2023, as set forth in Exhibit E hereto, be unilaterally terminated and this Agreement shall be interpreted without giving effect to the changes contemplated by Exhibit E, *provided* that if Amendment No. 1 is terminated, the Purchaser shall have the right to submit any bid it chooses in accordance with the Bidding Procedures.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Tax Matters.

(a) All sales, use, excise, transfer, documentary, stamp, value added, recordation, license, conveyance and other similar Taxes ("**Transfer Taxes**"), if any, imposed on or with respect to the Acquisition shall be borne by the Purchaser and shall be paid to the appropriate Taxing Authority promptly when due by the Person having the obligation to pay such Transfer Tax under applicable Law. The Party responsible under applicable Law for filing a Tax Return with respect to any such Transfer Taxes shall prepare and timely file such Tax Return and promptly provide a copy of such Tax Return to the other Parties. The Purchaser and the Sellers shall use reasonable efforts and cooperate in good faith to reduce or eliminate any Transfer Taxes to the extent permitted by applicable Law.

(b) For purposes of this Agreement, the Sellers and the Purchaser agree that, with respect to any real and personal property Taxes, ad valorem Taxes and similar Taxes ("**Periodic Taxes**") applicable to any Acquired Asset for any taxable period that includes but does not end on the Closing Date, such Periodic Taxes shall be apportioned between the Sellers and the Purchaser as of the Closing Date, with the Purchaser liable for a fraction of such Periodic Taxes, the numerator of which is the number of days remaining in such period after the Closing Date, and the denominator of which is the total number of days in such entire period. The Sellers shall be liable for that portion of the Periodic Taxes for which the Purchaser is not liable under the preceding sentence. The Party responsible under applicable Law for paying a Tax described in this Section 9.1(b) shall be responsible for administering the payment of such Tax. All apportionments hereunder shall be final as of the Closing Date and there will be no re-apportionments of any Periodic Taxes regardless of whether information becomes available after the Closing Date that alters the amount of Taxes that would have been due with respect to the applicable taxable period. To the extent the liability for Periodic Taxes for a certain taxable period is not determinable at the time of Closing or such Periodic Taxes are charged in arrears, such Periodic Taxes shall be prorated for such taxable period based on the most recent ascertainable full tax year without adjustment.

(c) The Sellers, on the one hand, or the Purchaser, on the other hand, as the case may be (the "**Reimbursing Party**"), shall provide reimbursement for any Tax paid by the other (the "**Paying Party**"), all or a portion of which is the responsibility of the Reimbursing Party in accordance with the terms of this Agreement (including this Section 9.1). Within a reasonable time prior to the payment of any such Tax, the Paying Party shall give notice to the Reimbursing Party of the Tax payable and the Paying Party's and Reimbursing Party's respective liability therefor, although failure to do so shall not relieve the Reimbursing Party from its liability hereunder except to the extent the Reimbursing Party is actually prejudiced thereby.

(d) With respect to the Acquired Assets, the Parties shall provide each other with such assistance as reasonably may be requested by any of them in connection with (i) the preparation of any Tax Return, (ii) the determination of any liability in respect of Taxes or the right to any refund, credit or prepayment in respect of Taxes (including pursuant to this Agreement) or (iii) any audit or other examination by any Taxing Authority, or any judicial or administrative proceeding relating to Taxes respect of the Acquired Assets.

Section 9.2 Bulk Sales. The Purchaser hereby waives all claims related to the non-compliance with the requirements and provisions of any "bulk-transfer" or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale, conveyance, assignment or transfer of any or all of the Acquired Assets to the Purchaser. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances (as defined in the Sale Order) in the Acquired Assets, including any Encumbrances (as defined in the Sale Order) arising out of any "bulk-transfer" or similar Laws.

Section 9.3 No Survival of Representations, Warranties or Covenants. The Parties agree that, the representations and warranties contained in this Agreement (i) shall not survive the Closing and (ii) shall expire, and no claim shall be made in respect thereof, as of and following the Closing. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each Party will be liable to the other after the Closing for any breach thereof.

Section 9.4 Public Announcements. Unless otherwise required by applicable Law or by obligations of the Sellers or the Purchaser or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange or in order to enforce a Party's rights or remedies under this Agreement, the Sellers, on the one hand, and the Purchaser, on the other hand, shall consult with each other before issuing any other press release or otherwise making any public statement with respect to this Agreement, the Transactions or the activities and operations of the other and shall not issue any such press release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed), provided, that notwithstanding anything set forth herein to the contrary, in the event any press release or public statement must be made as required by applicable Law each Party will use commercially reasonable efforts to provide the other party with a copy of such press release or public statement prior to issuing such press release or public statement and reasonably consider any proposed revisions or comments from the other party.

Section 9.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and must be accompanied by a corresponding copy delivered to the email addresses designated below. Notices will be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, provided, in each case (a)-(d) that a corresponding copy is also delivered by e-mail on or before the date the notice is deemed to have been given. If no such prior or concurrent e-mail copy is delivered, notice will be deemed to have been given on the date the e-mail copy is sent. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as may be specified in a notice given in accordance with this Section 9.5):

if to the Purchaser, to:

Ginkgo Bioworks, Inc.
27 Drydock Avenue, 8th Floor
Boston, Massachusetts 02210
Attention: CEO
Email: ceo@ginkgobioworks.com

Ginkgo Bioworks, Inc.
27 Drydock Avenue, 8th Floor
Boston, Massachusetts 02210
Attention: General Counsel
Email: legal@ginkgobioworks.com

with copies (which will not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: James Bromley
Email: bromleyj@sullcrom.com

Sullivan & Cromwell LLP
1888 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Alison Ressler
Email: resslera@sullcrom.com

and

if to the Sellers, to:

Zymergen Inc.
Attn: Celeste Ferber
e-mail: cferber@zymergen.com

with a copy (which will not constitute notice) to:

Morris, Nichols, Arsht & Tunnell LLP
1201 North Market St.
P.O. Box 1347
Wilmington, DE 19899-1347
Attn: Curtis S. Miller and Tarik J. Haskins
E-mail: cmiller@morrisnichols.com;
thaskins@morrisnichols.com

Section 9.6 Descriptive Headings; Interpretative Provisions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the words "include," "includes" or "including" are used in this Agreement, they 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. Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on other than a Business Day, the Party having such right or duty shall have until the next Business Day to exercise such right or discharge such duty. Unless otherwise indicated, the word "day" shall be interpreted as a calendar day. References to "dollars" or "$" mean United States dollars, unless otherwise clearly indicated to the contrary. No summary of this Agreement prepared by or on behalf of any Party shall affect the meaning or interpretation of this Agreement.

Section 9.7 No Strict Construction. The Sellers, on the one hand, and the Purchaser, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Sellers and the Purchaser, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any person with respect to this Agreement.

Section 9.8 Entire Agreement; Amendments and Waivers. This Agreement, the Ancillary Documents, the Exhibits and Schedules hereto and thereto, constitute the entire

agreement and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

Section 9.9 Governing Law and Venue; Waiver of Jury Trial.

(a) This Agreement, and all Actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any borrowing statute or applicable principles of conflicts of law to the extent that the application of the laws (including statutes of limitation) of another jurisdiction (whether of the State of Delaware or any other jurisdiction) would be required thereby.

(b) Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. To the extent the Bankruptcy Court declines, or is otherwise unable to, exercise jurisdiction, then the Parties agree that the state or federal courts in the County of New Castle, State of Delaware, shall have jurisdiction. Each Party hereby consents to service of process in the manner and at the address set forth in Section 9.5.

(c) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE ANCILLARY DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 9.9(C).

Section 9.10 Expenses. Except as otherwise expressly provided herein, whether or not the Transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such costs and expenses.

Section 9.11 Amendments and Waivers. Subject to Section 9.12, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Purchaser and the Sellers, or in the case of a waiver,

by the party against whom the waiver is to be effective. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 9.12 No Assignment or Benefit to Third Parties. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other Party, except that (a) the Purchaser may assign any or all of its rights or obligations under this Agreement to one or more of its Affiliates, (b) the Purchaser may assign any or all of its rights to receive assignment of any Acquired Assets hereunder to any third party and (c) the Sellers may assign any or all of its rights or delegate any or all of its obligations hereunder to successor entities (including any liquidating trust) pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court, in the case of each clause (a) to (c) without any other Party's consent. Without limiting the generality of the provisions of Section 1.9, no assignment of any obligations under this Section 9.12 will relieve the Parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to the Sellers or the Purchaser will also apply to any such assignee *mutatis mutandis* unless the context otherwise requires. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Purchaser and the Sellers and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 9.13 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 9.14 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority of competent jurisdiction to be invalid, void or unenforceable, or the application of such provision, covenant or restriction to any Person or any circumstance, is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision, covenant or restriction to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction and the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 9.15 Specific Performance. Each Party acknowledges that irreparable damage would occur in the event that any covenant herein were not to be performed in accordance with its terms. Each Party shall therefore be entitled, in addition to any other remedies that may be available, to seek one or more injunctions to prevent any breach of covenant and to obtain specific performance of the terms of this Agreement, without posting bond or other undertaking. If any Action is brought by a Party to enforce this Agreement, the Party against whom such Action is brought shall waive the defense that there is an adequate remedy at Law.

Section 9.16 Privileged Communications. The Purchaser acknowledges and agrees that MNAT has acted as counsel to the Seller in connection with the negotiation of this Agreement and the consummation of the Transactions, as well as the preparation for, and conduct of, the bankruptcy proceedings contemplated by this Agreement. Each of the Parties agrees that all communications between MNAT and the Seller that relate to the negotiation, documentation and consummation of the Transactions, the bankruptcy proceedings contemplated by this Agreement or any dispute arising under this Agreement (collectively, the "**Privileged Communications**") shall be deemed to be attorney-client privileged, and that the Privileged Communications and the expectation of client confidence relating thereto shall belong solely to the Seller, shall be controlled by the Seller and shall not pass to or be claimed by the Purchaser or any of its Affiliates. Each of the Parties further agrees that if the Transactions are consummated: (i) the Purchaser shall have no right of access to or control over any of MNAT's records related to such Transactions, (ii) notwithstanding anything to the contrary in this Agreement, the Seller shall have no obligation to include in the Transferred Books and Records any records of any Privileged Communications and (iii) because it may be impracticable to remove from the Transferred Books and Records all records of any Privileged Communications, the Purchaser shall not, and shall cause its Affiliates not to, use or rely upon any records of Privileged Communications that may remain in the Transferred Books and Records, and no attorney-client privilege, attorney work product or other applicable evidentiary privilege or protection shall be waived or is intended to be waived with respect to any such Privileged Communications that may remain in the Transferred Books and Records. Notwithstanding the second sentence of this Section 9.16, in the event that a dispute arises between the Purchaser, on the one hand, and a third party other than the Seller, on the other hand, the Purchaser or any of its Affiliates may assert the attorney-client privilege to prevent the disclosure of any Privileged Communications to such third party; provided, however, that neither the Purchaser nor any of its Affiliates may waive such privilege without the prior written consent of the Seller.

ARTICLE X

DEFINITIONS

As used herein, the terms below shall have the following meanings:

"Action" means any action, suit, claim, complaint, litigation, investigation, audit, proceeding, arbitration or other similar dispute.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, the Purchaser and the Sellers shall not be deemed to be Affiliates of each other.

"Agreement" has the meaning set forth in the Preamble and shall include the Exhibits and Schedules annexed hereto or referred to herein.

"Alternative Transaction" means a transaction or series of related transactions pursuant to which Sellers accepts a bid for all or a substantial and material portion of the Acquired Assets or any group of assets that includes all or a substantial and material portion of the Acquired Assets, from a Person other than Purchaser or any Affiliate of Purchaser, as the highest or best offer, in accordance with the Bidding Procedures Order.

"Ancillary Documents" means the Bill of Sale and Assignment Agreement, Intellectual Property Assignment Agreements and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties thereto in connection with the consummation of the Transactions.

"Auction" has the meaning set forth in the Bidding Procedures.

"Back-Up Bidder" has the meaning set forth in the Bidding Procedures.

"Bidding Procedures" means the bidding procedures in the form attached as Exhibit A to the Bidding Procedures Order with such changes that are reasonably acceptable to the Purchaser and the Sellers, to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Order" means the Order of the Bankruptcy Court in the form attached hereto as Exhibit A with such changes that are reasonably acceptable to the Purchaser and the Sellers.

"Books and Records" means all books, ledgers, files, reports, plans, records, manuals, documents and other materials (in any form or medium) of, or otherwise in the possession, custody or control of, the Sellers in connection with, or relating to, the Business, the Acquired Assets, the Assumed Liabilities, or the operations of the Sellers.

"Business Day" means any day, other than a Saturday, Sunday or any day which is a legal holiday under the Laws of the State of Delaware or on which banking institutions located in the State of Delaware are authorized or required by applicable Law or other governmental action to close.

"Claims" means any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any agreement, commitment, promise, undertaking, contract, subcontract, purchase order, settlement agreement, lease, sublease, instrument, permit, concession, franchise, binding understanding, note, option, bond, mortgage, indenture, trust document, loan or credit agreement, license, sublicense, insurance policy or other legally binding commitment or instrument, whether written or oral.

"Copyrights" means all published and unpublished works of authorship (including with respect to Software), whether copyrightable or not, copyrights therein and thereto, and any other copyrightable subject matter, and all common law rights and moral rights thereto.

"Encumbrance" means any lien, pledge, hypothecation, mortgage, deed of trust, security interest, encumbrance, covenant, charge, claim, lease, sublease, option, right of first refusal, easement, servitude, restrictive covenant, encroachment, right of use or possession, right of way, encroachment, occupancy right, preemptive right, community property interest or restriction of any nature, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by Law, Contract or otherwise.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

"Excluded Directors and Officers" means all directors and officers of the Sellers who served prior to October 19, 2022, including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E. Peterson, Zach Serber, and Rohit Sharma.

"Excluded Matter" means the effect of (a) any change in the United States or foreign economies or financial markets in general, (b) any change that generally affects the businesses in which a Seller operates, (c) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, (d) any change in applicable Laws or accounting rules, (e) any actions taken by the Purchaser or any of its Affiliates (other than those expressly required or permitted to be taken hereunder), (f) any effect resulting from the public announcement of this Agreement or the Chapter 11 Case or (g) any effect resulting from or relating to (i) the commencement or filing of the Chapter 11 Case, (ii) any concurrent ancillary filing by a Subsidiary or Affiliate of the Sellers that is not a party to this Agreement under a similar foreign insolvency regime or (iii) any Sellers' inability to pay certain prepetition obligations as a result of the commencement of the Chapter 11 Case; *provided*, *however*, that with respect to clauses (a), (b), (c) and (d), such event, change, effect, condition or occurrence does not disproportionately adversely affect the Business, taken as a whole, as compared to other similarly situated businesses;

and, *provided*, *further*, that the incremental effect of any change on the Acquired Assets, considered as a whole, or on the Business that first occurs or is first reasonably anticipated to occur after the Original Signing Date in connection with any epidemic, pandemic or disease outbreak (including COVID-19) shall not be an Excluded Matter for any purpose under this Agreement.

"Final Order" means an order or judgment of the Bankruptcy Court entered by the clerk of the Bankruptcy Court on the docket in the Chapter 11 Case which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, either (i) no stay of such order or judgment shall be in effect, (ii) no motion or application for a stay of the order or judgment shall be filed and pending or such motion or application shall have been denied, or (iii) if such a stay shall have been granted, then (x) the stay shall have been dissolved or (y) such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause such order not to be a Final Order.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any U.S. or non-U.S. governmental or regulatory authority, agency, commission, body, court or other legislative, executive, judicial, or administrative governmental entity at any level, or any agency, department or instrumentality thereof.

"Indebtedness" means, with respect to any Person, (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes or similar instruments, (c) all Indebtedness of others secured by any Encumbrance on owned or acquired property of the reference Person, whether or not the Indebtedness secured thereby has been assumed, (d) all guarantees (or any other arrangement having the economic effect of a guarantee) of Indebtedness of others, (e) all obligations, contingent or otherwise, of such Person as an account party in respect of financial guaranties, letters of credit, letters of guaranty, surety bonds and other similar instruments, (f) all obligations representing the deferred and unpaid purchase price of property (other than trade payables incurred in the ordinary course of business consistent with past practice), (g) all obligations, contingent or otherwise, in respect of bankers' acceptances and (h) net cash payment obligations of such Person under swaps, options, derivatives and other hedging agreements or arrangements that will be payable upon termination thereof (assuming they were terminated on the date of determination).

"Intellectual Property Rights" means all intellectual property rights and proprietary rights of any kind or nature arising in any jurisdiction of the world, including all rights in any : (a) trademarks, service marks, trade names, corporate names, symbols, logos, trade dress and other identifiers of origin, in each case, whether or not registered, and any and all common law rights

thereto ("**Trademarks**") (b) Trade Secrets; (c) Copyrights; (d) internet domain names and URLs; (e) social media handles and accounts; (f) rights of publicity; and (g) all applications for, and registrations of, any of the foregoing.

"IRS" means the Internal Revenue Service of the United States.

"IT Assets" means technology devices, computers, Software, servers, networks, workstations, routers, hubs, circuits, switches, data communications lines, and all other information technology equipment, and all data stored therein or processed thereby, and all associated documentation.

"Knowledge of the Sellers" means the actual knowledge of each of Celeste Ferber, Claire Smith, John Schiffhauer and Amanda Treleaven.

"Law" means any U.S. or non-U.S. federal, state, provincial or local law, statute, code, ordinance, rule, regulation, Order, stipulation, award or common law requirement, including the Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010.

"Lease" means any lease, sublease or similar Contract, under which the Sellers or any of its Subsidiaries is the landlord, sublandlord, tenant, subtenant, occupant, lessee or lessor of real property.

"Liability" means any debt, loss, liability, claim (including "claim" as defined in the Bankruptcy Code), commitment, undertaking, damage, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, disclosed or undisclosed, express or implied, primary or secondary, direct or indirect, matured or unmatured, fixed, absolute, contingent, accrued or unaccrued, asserted or not asserted, liquidated or unliquidated, and whether due or to become due, and whether in contract, tort or otherwise.

"Licensed IP" means any Intellectual Property Rights or Technology that is licensed to, or subject to a covenant not to sue, release, standstill or other right (whether express or implied) for the benefit of, the Sellers.

"Material Adverse Effect" means any event, change, effect, condition, state of facts, development or occurrence (regardless of whether such event, change, effect, condition, state of facts, development or occurrence constitutes a breach of any representation, warranty or covenant of the Sellers hereunder) which has had or would reasonably be expected to have, individually or when considered together with any other events, changes, effects, conditions, states of facts, developments or occurrences, (a) a material adverse effect on or a material adverse change in or to the Acquired Assets, considered as a whole, (b) a material and adverse effect on the ability of the Sellers to consummate the Transactions or perform their obligations under this Agreement or (c) the effect of preventing or materially delaying the consummation of the Transactions, other than, in the case of clause (a), an event, change, effect, condition or occurrence resulting from an Excluded Matter.

"MNAT" means Morris, Nichols, Arsht & Tunnell LLP.

"Nitrogen Fixation Assets" has the meaning set forth in Schedules A, C and D of the Pivot APA, as in effect on the date hereof, attached hereto as Exhibit F.

"Non-Exclusive License" means the Intercompany License Agreement, dated as of October 19, 2022, by and between the Purchaser and Zymergen Inc.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of, or entered, issued, made or rendered by, a Governmental Entity, or any settlement agreement entered in connection therewith.

"Original Signing Date" means October 3, 2023.

"Patents" means patents and patent applications, invention disclosures and rights in respect of utility models or industrial designs, including all related continuations, continuations-in-part, divisionals, reissues, re-examinations, renewals, revisions, supplementary protection certificates, substitutions and extensions thereof.

"Permits" mean all licenses, permits, franchises, approvals, registrations, listings, authorizations, consents or orders of, or filings with, any Governmental Entity.

"Permitted Post-Closing Encumbrances" means any Encumbrance that is not extinguished by the Sale Order under applicable Law, it being understood that the Sale Order shall extinguish Encumbrances to the maximum extent permissible under applicable Law.

"Permitted Pre-Closing Encumbrances" means, prior to the Closing Date, (i) liens for Taxes not yet due and payable or being contested in good faith by appropriate proceedings, (ii) liens approved or granted to any Person by the Purchaser or any of its Affiliates at or after the Closing or that otherwise arise out of or result from any action by the Purchaser or any of its Affiliates, (iii) liens and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen imposed by applicable Law, (iv) liens securing rental payments under capitalized lease obligations, (v) pledges or deposits incurred under worker's compensation, unemployment insurance and social security Laws to the extent required by applicable Law, (vi) rights of landlords, lessors or renters pursuant to ground leases, leases, subleases, concessions or similar agreements not yet due or payable or that are being contested in good faith and that are not material in amount or effect on the Business, (vii) defects or imperfections of title, easements, declarations, covenants, rights-of-way, restrictions and other charges, instruments or encumbrances that apply to but do not materially affect the use of real estate as used by the Business, (viii) Encumbrances extinguished by the Sale Order and (ix) licenses or other grants of rights to use or practice Intellectual Property Rights under an Assigned Contract.

"Person" means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

"Personal Information" means any information or data that alone, or together with any other data or information, identifies or could reasonably be used to identify any person or device, or browser, including individually identifiable healthcare information.

"Pivot" means Pivot Bio, Inc., a Delaware corporation.

"Pivot APA" means the Asset Purchase Agreement, dated as of December 21, 2023, as in effect on the date hereof, by and among Pivot and the Sellers.

"Pivot Expense Reimbursement" means the lesser of (1) the out-of-pocket expenses incurred by the Purchaser in connection with the negotiaion of this Agreement, the Pivot License, the Pivot APA and the Auction and, in each case, the transactions contemplated thereby and (2) $200,000.

"Pivot License" means the Cross-License Agreement to be entered into by and between the Purchaser and Pivot, in a form mutually agreeable to Purchaser and Pivot.

"Privacy Laws" means all applicable Laws, or standards imposed by self-regulatory organizations, that apply to the Processing of Personal Information, including the General Data Protection Regulation (Regulation 2016/679) of the European Union and the California Consumer Privacy Act.

"Process" or "Processing" means the collection, use, storage, distribution, transfer, protection, disclosure or disposal of, or other action taken regarding, Personal Information.

"Purchase Price" means $7,500,000 *minus* the greater of (A) $1,150,000 *plus* the Pivot Expense Reimbursement and (B) $1,200,000.

"Purchaser Released Parties" means the Purchaser its Affiliates and related parties and, in each case, its and their respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, in each case, solely in their respective capacities as such (except, in each case, the Sellers themselves and their past, present and future subsidiaries, and their respective agents, solely in their capacity as such, and, in each case, their successors and assigns); *provided* that, notwithstanding the foregoing, the following shall not be Purchaser Released Parties: (a) Excluded Directors and Officers and (b) any current or former insurers of the Sellers.

"Purchaser Specified Representations" means the representations and warranties contained in Section 4.1, Section 4.2, Section 4.3 and Section 4.5.

"Registered Intellectual Property" means all applications, registrations and filings for Intellectual Property Rights that have been registered or filed with or by, or are the subject of an application before, any Governmental Entity, social media registrar or internet domain name registrar, including the United States Patent and Trademark Office, including issued Patents and Patent applications and internet domain name registrations.

"Representatives" means, when used with respect to any Person, the directors, officers, partners, managers, employees, consultants, financial advisors, accountants, counsel, investment bankers and other agents, advisors and representatives of such Person and its Subsidiaries.

"Sale Hearing" means the hearing conducted by the Bankruptcy Court to approve the Transactions.

"Sale Order" means an Order of the Bankruptcy Court in the form attached hereto as Exhibit D, with such changes that are reasonably acceptable to the Purchaser and the Sellers accept in their respective sole discretion, that has not been stayed, vacated or stayed pending appeal, authorizing and approving the sale of the Acquired Assets to the Purchaser on the terms and conditions set forth herein.

"Seller Intellectual Property" means all Intellectual Property Rights owned (whether solely or jointly) by the Sellers, and all of the Sellers' rights, title and interests therein or thereto.

"Seller IT Assets" means the IT Assets owned, used or held for use by the Sellers.

"Seller Plan" means any benefit or compensation plan, program, policy, practice, agreement, contract, arrangement or other obligation, whether or not in writing and whether or not funded, in each case, which is sponsored or maintained by, or required to be contributed to, or with respect to which any potential liability is borne by the Sellers or any of its Subsidiaries. Seller Plans include, but are not limited to, "employee benefit plans" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, employment, consulting, retirement, severance, separation, termination or change in control agreements, relocation, repatriation, expatriation, termination pay, performance awards, bonuses, incentives, stock options, stock purchases, stock bonuses, phantom stock, stock appreciation rights, supplemental retirement, deferred compensation, profit sharing, insurance, medical, fringe or other benefits, compensation or remuneration of any kind.

"Seller Specified Representations" means the representations and warranties contained in Section 3.1, Section 3.2, Section 3.3, Section 3.5 and Section 3.6.

"Seller Technology" means the Technology owned, used or held for use by the Sellers.

"Software" means any and all (a) computer programs and other software, including software implementations of algorithms, models, and methodologies, whether in source code, object code or other form, including libraries, subroutines and other components thereof, together with input and output formats; (b) computerized databases and other computerized compilations and collections of data or information, including all data and information included in such databases, compilations or collections (whether machine readable or otherwise); (c) screens, user interfaces, application programming interfaces, command structures, report formats, templates, menus, buttons and icons; (d) descriptions, flow-charts, architectures, development tools, and other materials used to design, plan, organize and develop any of the foregoing; and (e) all documentation, including development, diagnostic, support, user and training documentation related to any of the foregoing.

"Stanford Lease" means that certain AIR Standard Industrial/Commercial Multi-Tenant Lease, dated July 10, 2019, by and among Libitzky Holdings, L.P., Kenneth J. Schmier, and Zymergen Inc., as amended by that First Amendment to Lease, dated October 1, 2020, by and between LPC Stanford, LLC and Zymergen Inc. and that Second Amendment to Lease, dated as of February 19, 2021, by and between LPC Stanford, LLC and Zymergen Inc.

"Subsidiary" means with respect to any Person, any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries, or (b) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Tax" or "Taxes" means any and all U.S. federal, state, local and non-U.S. taxes, assessments, levies, duties, tariffs, imposts and other similar charges and fees imposed by any Governmental Entity, including income, franchise, windfall or other profits, gross receipts, property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, excise, withholding, ad valorem, stamp, transfer, value-added, occupation, environmental, disability, real property, personal property, registration, alternative or add-on minimum, or estimated tax, including any interest, penalty, additions to tax and any additional amounts imposed with respect thereto.

"Tax Return" means any report, return, information statement, certificate, claim for refund, election, estimated Tax filing or declaration filed or required to be filed with any Governmental Entity with respect to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

"Taxing Authority" means any federal, state, local or foreign Governmental Entity or authority responsible for the imposition, collection or administration of any Tax.

"Technology" means data, information, materials and know-how, whether in electronic, written or other media, including technology, inventions, ideas, methods, discoveries, formulae, models, specifications, protocols, patterns, research in progress, designs, documentation (including bill of materials, build instructions and test reports), schematics, drawings, plans, diagrams, flowcharts, blueprints, layouts, reports, algorithms, routines, Software, databases, lab notebooks, equipment, processes, procedures, sequences, compositions of matter, compounds, biological materials (including cell lines and strains), soil samples, articles of manufacture, tests, assays, techniques, strategies, prototypes and devices. Technology does not include Intellectual Property Rights in any of the foregoing.

"Trade Secrets" means trade secrets and rights in confidential or proprietary information including Technology, in each case, whether or not embodied in any tangible form.

"Transactions" means the transactions contemplated by this Agreement.

Terms Defined Elsewhere. The following terms are defined elsewhere in this Agreement, as indicated below:

Term	Section
Acquired Assets	Section 1.1
Acquisition	Recitals
Assigned Contracts	Section 1.1(b)
Assumed Liabilities	Section 1.3
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bill of Sale and Assignment Agreement	Section 2.2(a)(i)
Business	Recitals
Business Personal Property	Section 1.1(c)
Chapter 11 Case	Recitals
Closing	Section 2.1
Closing Date	Section 2.1
Committee	Section 7.2(e)
Cure Costs	Section 1.5(a)
Deposit	Section 1.6(b)
Designation Deadline	Section 1.5(d)
Designation Period	Section 1.5(f)
Designated Purchaser	Section 1.9
Enforceability Limitations	Section 3.2
Excluded Assets	Section 1.2
Excluded Liabilities	Section 1.4
Escrow	Section 1.6(b)
Escrow Holder	Section 1.6(b)
Final Allocation	Section 1.8
Grant Agreement	Section 5.8
Intellectual Property Assignment Agreement	Section 2.2(a)(ii)
Necessary Consent	Section 1.5(c)
Occupancy Agreements	Section 5.9
Offer Employee	Section 5.5(a)
Open Contract	Section 1.5(f)
Open Contract Expenses	Section 1.5(f)
Outside Date	Section 8.1(a)
Party	Preamble
Paying Party	Section 9.1(c)
Periodic Taxes	Section 9.1(b)
Petition Date	Recitals
Pleadings	Section 6.5(d)
Post-Closing Designation Notice	Section 1.5(d)
Pre-Closing Designation Deadline	Section 1.5(d)
Pre-Hearing Designation Deadline	Section 1.5(d)

Privileged Communications.....Section 9.16
Proposed Allocation.....Section 1.8
Purchase Price..... Section 1.6(a)(i)
Purchaser..... Preamble
Purchaser Default Termination.....Section 1.6(b)
Reimbursing Party ..... Section 9.1(c)
Restricted Account.....Section 5.8
Sale Motion.....Section 6.2
Sellers..... Preamble
Seller Disclosure Letter..... Article III
Settlement Term Sheet..... Section 8.1(b)(xiv)
Stanford Amendment.....Section 1.1(i)
Transfer Date ..... Section 5.5(a)
Transfer Taxes ..... Section 9.1(a)
Transferred Books and Records.....Section 1.1(d)
Transferred Employee..... Section 5.5(a)
Transferred Employee Records.....Section 1.1(h)
WARN Act.....Section 3.15

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

SELLERS:

ZYMERGEN INC.

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

LODO THERAPEUTICS CORPORATION.

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

ENEVOLV, INC.

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

GENESIS ACQUISITION SUB LLC

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

PURCHASER:

GINKGO BIOWORKS, INC.

By: Jason Kelly _____
Name: Jason Kelly
Title: Chief Executive Officer

Exhibit A

Form of Bidding Procedures Order

[*See Attached*]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re ZYMERGEN INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered) **Re: D.I. 5 & 192**

ORDER PURSUANT TO SECTIONS 105, 363, 364, 365 AND 541 OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2002, 6004, 6006 AND 9007 AND DEL. BANKR. L.R. 2002-1 AND 6004-1 (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS; (B) APPROVING THE DEBTORS' ENTRY INTO STALKING HORSE AGREEMENT AND RELATED BID PROTECTIONS; (C) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OR REJECTION OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (D) SCHEDULING AN AUCTION AND SALE HEARING; (E) APPROVING FORMS AND MANNER OF NOTICE OF RESPECTIVE DATES, TIMES, AND PLACES IN CONNECTION THEREWITH; AND (F) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the debtors and debtors in possession (the "Debtors") in the above-captioned jointly administered chapter 11 cases, for entry of an order, pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), (i) authorizing and approving certain proposed bidding procedures (as attached hereto as

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined herein are defined in the Motion.

Exhibit 1, the "Bidding Procedures") governing the submission of competing proposals to purchase certain assets of the Debtors (the "Assets") pursuant to section 363 of the Bankruptcy Code, authorizing and approving the Debtors' entry into (but not consummation of) the Asset Purchase Agreement (substantially in the form attached hereto as **Exhibit 2** together with all exhibits and schedules thereto, the "Stalking Horse Agreement"), by and among the Debtors and Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), pursuant to which the Debtors have agreed to sell the Acquired Assets to the Stalking Horse Bidder, subject to the terms and conditions contained in the Stalking Horse Agreement, (iii) approving the form and manner of notice of the sale of the Assets (the "Sale Notice"), (iv) scheduling a hearing for approval of the sale of the Assets (the "Sale Hearing") and setting other related dates and deadlines and (v) approving procedures for the assumption and assignment of the Debtors' executory contracts (the "Contracts") and unexpired leases (the "Leases") and the form of and manner of notice of proposed cure amounts; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and all other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and Local Rule 6004-1.

D. Good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Local Rule 2002-1(b) and all other interested parties.

E. The Debtors have articulated good and sufficient reasons for the Court to approve the Bidding Procedures. Such good and sufficient reasons were set forth in the Motion, are incorporated by reference herein, and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtors' estates and creditors. The Bidding Procedures shall be deemed reasonable and appropriate and within the sound business judgment of the Debtors pursuant to section 363(b) of the Bankruptcy Code.

G. The Debtors have demonstrated compelling and sound business justifications for entering into the Stalking Horse Agreement, and the timing and procedures set forth therein.

H. The Sale Notice, substantially in the form attached hereto as **Exhibit 5**, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (i) the date, time and place of the Auction (if one is held), (ii) the Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale motion and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of

the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors and (viii) notice of the proposed assumption and assignment of Contracts and Leases to either an affiliate of the Stalking Horse Bidder or an affiliate of any designee of the Stalking Horse Bidder (such party, the "Contract Party") pursuant to the Stalking Horse Agreement (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed Sale shall be required.

I. The Cure Notice attached hereto as **Exhibit 3** is reasonably calculated to provide all non-Debtor counterparties to the Debtors' Contracts and Leases with proper notice of the potential assumption and assignment of their Contract or Lease, the proposed cure amounts relating thereto and the related assumption and assignment procedures; provided that the mere listing of any Contract or Lease on the Cure Notice does not require or guarantee that such Contract or Lease will be assumed and assigned, and all rights of the Debtors with respect to such Contracts and Leases are reserved.

J. The Bidding Procedures comply with the requirements of Local Rule 6004-1.

K. Entry of this Order is in the best interests of the Debtors' estates, their creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.

2. All objections filed, if any, in response to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or specifically addressed in this Order, and all reservations of rights included in such objections, are specifically overruled in all respects on the merits.

3. Nothing in this Order shall interfere with or otherwise impede the right of any party in interest to file an objection to any Sale or the Sale Order. Subject to compliance with applicable objection deadlines, notwithstanding anything in this Order to the contrary, any party in interest may contest any fact asserted in the Motion, any declaration relating thereto, or any supplement or amendment thereto at the Sale Hearing or any other hearing in these Chapter 11 cases. All objections to the conduct of the Auction, the proposed Sale, and the assumption and assignment of the Assigned Contracts and Leases are expressly preserved and are not withdrawn, waived, settled, denied, or overruled by entry of this Order. All rights of the Debtors and any party in interest to respond to any relief sought or objection filed by any party in interest are reserved and preserved.

The Bidding Procedures

4. The Bidding Procedures, attached hereto as **Exhibit 1**, are approved, and the Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

5. The Bidding Procedures shall govern the submission, receipt and analysis of all Bids, and any party desiring to submit a higher or better offer shall do so strictly in accordance with the terms of this Order and the Bidding Procedures.

6. The following dates and deadlines regarding competitive bidding are hereby established (subject to modification in accordance with the Bidding Procedures):

a. **Bid Deadline**: **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** is the deadline by which all Qualified Bids must be actually received by the parties specified in the Bidding Procedures (the "Bid Deadline").

b. **Auction**: **December 13, 2023 at 10:00 a.m. (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, Wilmington, DE 19801; provided, however, that the Debtors, in their discretion, shall have the right to hold the Auction at another place or virtually, with instructions for Qualified Bidders to participate to be provided prior to the Auction, with notice to all Qualified Bidders, the Committee, and any other invitees.

7. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. As described in the Bidding Procedures, if the Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek final approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Agreement.

8. If the Auction is conducted, (i) each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the sale, (ii) each Qualified Bidder participating in the Auction shall be required to confirm that its Qualified Bid is a good faith, bona fide offer and it intends to consummate the proposed transaction if selected as the Successful Bidder and (iii) the Auction shall be conducted openly and shall be transcribed or videotaped.

9. Upon execution of a confidentiality agreement on terms reasonably acceptable to the Debtors, the Debtors shall provide marketing material to any potential acquirer of any of the Assets if reasonably requested to do so by the financial advisor to the Committee.

Approval of Debtors' Entry into the Stalking Horse Agreement

10. The Debtors are hereby authorized to designate Ginkgo Bioworks, Inc., together with any designated affiliate thereof, as the stalking horse bidder (the "Stalking Horse Bidder").

11. The Stalking Horse Agreement is authorized and approved in the form attached to the Bidding Procedures Motion as Exhibit B as the stalking horse bid for the Acquired Assets (the "Stalking Horse Bid").

12. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures Order and Bidding Procedures.

13. Upon one (1) business days' notice to the Committee, the Stalking Horse Agreement, the proposed form of Sale Order, attached hereto as **Exhibit 6**, and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, solely in accordance with the terms thereof, provided that such modification, amendment or supplement shall not be materially adverse to (i) creditors holding claims in Class 3 ("Class 3 Creditors") of the Debtors' *Joint Chapter 11 Plan of Liquidation* [D.I. 27] (as may be modified, amended or supplemented, the "Plan"), taken as a whole, (ii) creditors holding claims in Class 4 of the Plan, taken as a whole, or (iii) the Committee without further order of the Court or the consent of the Committee, provided further that the foregoing shall not be construed to limit the rights of the Stalking Horse Bidder under the Stalking Horse Agreement. For the avoidance of

doubt, any reduction to the recoveries of Class 3 Creditors shall be deemed to be materially adverse to the Class 3 Creditors, taken as a whole.

Hearing and Objection Deadline

14. The Sale Hearing shall take place in this Court on **December 19, 2023 at 11:00 a.m. (Prevailing Eastern Time)**; provided that the Sale Hearing may be adjourned by the Debtors, after consultation with the Committee, without further notice other than announcement in open Court or by the filing of a notice on the docket of these Cases or a notice of agenda.

15. Except as otherwise set forth herein or in the Bidding Procedures or Stalking Horse Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Contract Party, the deadline to file objections, if any, to (x) the sale of the Debtors' Assets, including the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (y) the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order (each such objection, a "Sale Objection") is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"); provided that, the Debtors may extend the Sale Objection Deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment after consultation with the Committee, provided further, that, with respect to any pleading or declaration filed, or any further relief sought by the Debtors with respect to any proposed Sale on or after the date that is five (5) business days prior to the Sale Objection Deadline, the deadline for the Committee and other parties in interest to object to such pleading, declaration, or further relief shall be the earlier of (a) five (5) business days after the date of filing any such pleading or declaration, and (b) the Sale Hearing, and the Committee's and other parties' in interest right to object to the adequacy of notice with respect thereto shall be preserved.

16. Promptly following the Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. Parties may file an objection to the conduct of the Auction and/or the particular terms of any proposed purchase of the Assets in a Successful Bid to the extent such objection could not have been raised by the Sale Objection Deadline (each such objection, a "Supplemental Sale Objection"). Any Supplemental Sale Objections shall be filed and served as set forth below by no later than **December 18, 2023, at 4:00 p.m. (Prevailing Eastern Time)**, provided that if the Auction is not completed prior to December 15, 2023, Supplemental Sale Objections may be raised at the Sale Hearing (the "Supplemental Sale Objection Deadline")

17. Except as set forth in the preceding paragraph, Sale Objections and Supplemental Sale Objections, if any, **must**: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline or Supplemental Sale Objection Deadline, as applicable, by the following parties (the "Notice Parties"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice President of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn:

Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to the official committee of unsecured creditors appointed in the cases (the "Committee"), Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandeep Qusba (squsba@stblaw.com), David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), and Philip L. DiDonato (philip.didonato@stblaw.com), and Landis, Rath & Cobb LLP, 919 N. Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com), Matthew B. McGuire (mcguire@lrclaw.com); and Joshua B. Brooks (brooks@lrclaw.com); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

Sale Notice and Related Relief

18. The Sale Notice, substantially in the form attached hereto as **Exhibit 5**, is hereby approved. Within three (3) business days of the entry of this Order, the Debtors shall cause the Sale Notice to be served upon: (a) the United States Trustee for the District of Delaware; (b) the creditors listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, (c) the Committee; (d) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (e) applicable federal, state, county and city tax and regulatory authorities; (f) all entities known to have expressed a written interest in a transaction with respect to the Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (g) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (h) each counterparty to the Debtors' Contracts and Leases; (i) any entity known to the Debtors that was solicited or

expressed an interest in a transaction in the 2022 marketing and sale process for Zymergen; and (j) all parties requesting notice pursuant to Bankruptcy Rule 2002.

Designation and Assumption Procedures

19. The procedures set forth below regarding the proposed assumption and assignment of certain Contracts and Leases that may be designated to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Contract Party (or the Successful Bidder selected at the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code (as defined in the Stalking Horse Agreement, collectively, the "Assigned Contracts and Leases") in connection with the sale of the Assets are hereby approved (the "Designation Procedures").

20. These Designation Procedures, as may be modified or supplemented by the Sale Order, shall govern the assumption and assignment of all Assigned Contracts and Leases:

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached hereto as **Exhibit 3** (the "Cure Notice"). The Debtors will serve the Cure Notice via first class mail on all non-Debtor counterparties to Contracts and Leases included in the Cure Notice, and their respective known counsel, and provide a copy of the same to the Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as one to be assumed and assigned to the Contract Party and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract

Party, the Debtors will promptly file with the Court and send a supplemental Cure Notice (a "Supplemental Cure Notice") to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. The Debtors shall serve by first-class mail (or by electronic mail, if available) on all non-Debtor counterparties to Contracts and Leases, the Committee, and their respective known counsel, no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee. If any Qualified Bid other than the Stalking Horse Bid is selected as the Successful Bid or Back-Up Bid following the conclusion of the Auction, the Debtors shall, as soon as reasonably practicable, serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by such Qualified Bidder(s).

c. **Objections**. Objections, if any, to the proposed assumption and assignment of any Contract or Lease or to the cure amount proposed with respect thereto must: (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed cure amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof and (iv) be filed with the Court and served so as to be actually received by the Notice Parties before the Sale Objection Deadline; provided, that counterparties to Contracts or Leases identified on a Supplemental Cure Notice filed less than fourteen (14) days prior to the Sale Objection Deadline shall have fourteen (14) days from the service of such Supplemental Cure Notice to object to the proposed assumption and assignment of such Contracts or Leases.

Promptly following the Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If a Qualified Bidder other than the Stalking Horse Bidder is selected as the Successful Bidder or Back-Up Bidder, counterparties to the Debtors' Contracts and Leases shall have until the Supplemental Sale Objection Deadline to object to the assumption and assignment of a Contract or Lease; provided that such assumption and assignment objection shall be solely on the issue of whether the Successful Bidder or Back-Up Bidder can provide

adequate assurance of future performance as required by section 365 of the Bankruptcy Code. For the avoidance of doubt, if the Stalking Horse Bidder is the Successful Bidder, all adequate assurance objections must be filed by the Sale Objection Deadline.

d. **Dispute Resolution**. Any objection to the proposed assumption and assignment or related cure of a Contract or Lease in connection with the proposed sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing or a later hearing scheduled by the Debtors. To the extent any such objection is resolved or determined unfavorably to the applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder and in consultation with the Committee, file a notice rejecting the applicable Contract or Lease after such determination.

e. **Post-Closing Assumption and Assignment**. During the thirty (30) days after the closing (the "Closing") of the Sale (the "Designation Period"), and subject to the terms and conditions set forth in the Successful Bidder Purchase Agreement, the Successful Bidder shall have the right, which right may be exercised at any time and from time to time, to provide written notice to the Debtors of the Successful Bidder's election to require the Debtors to assume the Contract(s) or Lease(s) identified in the subject Assumption Notice(s) and assign same to the Successful Bidder's designee.

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 4**. The Debtors shall serve such Assumption Notice via CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"): (i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to the Committee, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

The Assumption Notice shall set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Lease that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name and address of the affected counterparties or landlords (and their known counsel), (iii) a description of the deadlines and procedures for filing objections, if so permitted pursuant to the Designation Procedures set forth herein, to the Assumption Notice (as set forth below), and (iv) any proposed cure amounts

that arise solely following the Closing and have not otherwise been paid in the ordinary course, if any. The assumption and assignment of each such Contract or Lease shall be effective as of the date of the applicable Assumption Notice without any further order of the Court, with objections to the proposed cure amount, if any, to be resolved thereafter as set forth below.

A party in interest may object to an Assumption Notice solely with respect to the proposed cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than fourteen (14) days after the date the Debtors served the applicable Assumption Notice.

If no permitted objection is timely filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract or Lease shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a permitted objection is timely filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. For the avoidance of doubt, any Contract or Lease set forth in an Assumption Notice that is the subject of a timely permitted objection shall, if such objection is overruled, be deemed assumed and assigned as of the date of the filing of the closing of the sale.

21. Any counterparty to a Contract or Lease that is assumed or assumed and assigned who fails to timely file an objection to its scheduled cure amount listed on the Cure Notice or to the assumption and assignment of a Contract or Lease (i) shall be forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and

estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

22. The proposed assumption and assignment of the Assigned Contracts and Leases and the Auction shall be conducted solely in accordance with the provisions of this Order, the Bidding Procedures and the Stalking Horse Agreement or Successful Bidder Purchase Agreement, as applicable.

23. Except as otherwise provided herein and in the Bidding Procedures, Local Rule 6004-1(c)(ii) is waived.

24. Nothing in this Order shall be construed to modify the requirements and provisions of sections 365(b), 365(d)(3), 365(d)(4) or 365(f) of the Bankruptcy Code, or to determine the effective date of rejection for any Contract or Lease which the Debtors may seek to reject.

25. Nothing in this Order, any of the Exhibits hereto, or the Stalking Horse Agreement, prevent the Debtors from exercising their fiduciary duties in determining whether to consummate the Stalking Horse Agreement or pursue an alternative transaction.

Other Relief Granted

26. The Debtors are authorized to execute and deliver all instruments and documents and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

27. The Stalking Horse Bidder has standing to enforce the terms of this Order.

28. Cigna Health and Life Insurance Company and the Debtors are parties to two contracts (jointly, the "Cigna Contracts"), pursuant to which Cigna provides ongoing

insurance and administrative services relating to the Debtors' self-funded employee healthcare benefits plan. Notwithstanding anything in this Order or any Notice related thereto to the contrary, unless Cigna and the Debtors agree otherwise, the Debtors shall provide to Cigna, through its counsel of record, no later than two (2) business days prior to the Sale Hearing, written notice of Debtors' irrevocable (subject to closing of the proposed sale of the Acquired Assets) decision as to whether or not the Debtors propose to assume and assign the Cigna Contracts to the Buyer as part of the proposed sale of the Acquired Assets.

29. If, after consultation with the Debtors in accordance with this Order or the Bidding Procedures, the Committee disagrees with any determination or action taken by the Debtors under this Order or the Bidding Procedures, the Committee shall have standing to file a pleading challenging such determination or action with the Court, which may be heard on five (5) days' notice, subject to the court's availability, provided that the notice period for such pleading shall be shortened as necessary to ensure adjudication thereof prior to any applicable deadline or event contemplated by the Bidding Procedures.

30. If Amendment No. 1 to the Stalking Horse Agreement is terminated, all parties' rights with respect to any alternative bid submitted by the Stalking Horse Bidder, including the Debtors' right to accept or reject such bid as the Successful Bid or Back-Up Bid and the Committee's rights to object thereto, are preserved and not waived.

31. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

32. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

33. This Order shall be immediately effective and enforceable upon entry hereof.

34. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: November 20th, 2023
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

BIDDING PROCEDURES

On October 3, 2023, Zymergen Inc., Lodo Therapuetics Corporation, enEvolv, Inc., and Genesis Acquisition Sub, LLC, debtors and debtors in possession (collectively, the "Debtors") in the chapter 11 cases (the "Cases") pending in the United States Bankruptcy Court for the District of Delaware ("Court") and jointly administered under Case No. 23-11661 (KBO), filed a motion [D.I. 5] (the "Sale Motion"), seeking, among other things, (i) approval of these procedures (these "Bidding Procedures") to conduct a value-maximizing sale process for certain of the Debtors' assets (the "Assets") and (ii) authorization for the Debtors to perform their obligations under that certain Asset Purchase Agreement (together with all exhibits thereto, the "Stalking Horse Agreement")[1] entered into by and among the Debtors and Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), substantially in the form attached to the Sale Motion as Exhibit B. As described in the Sale Motion, the Stalking Horse Agreement contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of the Acquired Assets in exchange for cash consideration in the amount of $7,500,000 plus the assumption of the Assumed Liabilities.

On [●], 2023, the Court entered the "*Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets; (B) Approving the Debtors' Entry into Stalking Horse Agreement and Related Bid Protections; (C) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (D) Scheduling an Auction and Sale Hearing; (E) Approving Forms and Manner of Notice of Respective Dates, Times, and Places in Connection Therewith; and (F) Granting Related Relief*" [D.I. [___]] (the "Bidding Procedures Order"), which, among other things, (i) authorized the Debtors to perform their pre-closing obligations under the Stalking Horse Agreement and (ii) approved these Bidding Procedures governing the submission of competing proposals to purchase the Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof and the Bidding Procedures Order, subject to the Debtors' selection in their reasonable discretion, after consultation with the official committee appointed in the Debtors' cases (the "Committee"), of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

Information required to be provided under these Bidding Procedures must be provided to the following parties (collectively, the "Notice Parties"): (a) the Debtors, 1440 Stanford Avenue, Emeryville, California 94608, Attn: Celeste Ferber; (b) Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Stalking Horse Agreement.

King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); and (d) counsel to the Committee, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandeep Qusba (squsba@stblaw.com), David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), and Philip L. DiDonato (philip.didonato@stblaw.com), and Landis, Rath & Cobb LLP, 919 N. Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com), Matthew B. McGuire (mcguire@lrclaw.com); and Joshua B. Brooks (brooks@lrclaw.com).

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person (other than the Stalking Horse Bidder) interested in submitting a bid (an "Interested Party") must deliver to the Debtors, the following documents (the "Preliminary Bid Documents"):

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement"), which agreement shall permit the Debtors to share all Preliminary Bid Documents with the Committee and its legal and financial advisors (the "Committee Professionals");

(ii) a statement and other factual support demonstrating to the Debtors' satisfaction in the exercise of their reasonable business judgment that the Interested Party has a bona fide interest in purchasing the Assets; and

(iii) preliminary verbal or written proof by the Interested Party of its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include (a) current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), or (b) sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Potential Bidder in connection with the proposed transaction.

The Debtors shall promptly provide the Committee with copies of all Preliminary Bid Documents (with the exception of confidentiality agreements) and other bid materials, including all Bids, and related information submitted at or prior to the Auction, but in no event later than twelve (12) hours after such documents are received.

Due Diligence

An Interested Party must deliver the Preliminary Bid Documents (a "Potential Bidder") to be eligible to receive due diligence information concerning the Debtors and their assets. The Debtors will provide to each Potential Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request; *provided* that if any Potential Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Potential Bidder any trade secrets, proprietary information, or other commercially sensitive information unless, under the Debtors' business judgment in consultation with the Committee, the Confidentiality Agreement executed by such Potential Bidder (i) sufficiently protects the Debtors' estates, and (ii) contains appropriate provisions to ensure that such trade secrets or proprietary information will not be used by such Potential Bidder or its Affiliates for an improper purpose or to gain an unfair competitive advantage; *provided further* that, the Debtors shall consult with the Committee regarding the identity of the applicable Potential Bidder and the nature of the information being restricted or withheld prior to determining to withhold or limit access to any such information. Each Potential Bidder must comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Potential Bidder and its contemplated transaction. If the Debtors, after consultation with the Committee, determine at any time in their reasonable discretion that a Potential Bidder is not reasonably likely to be a Qualified Bidder (as defined below), then the Debtors' obligation to provide due diligence information to such Potential Bidder will terminate and all information provided by the Debtors prior to such time shall be returned to the Debtors or destroyed in accordance with the terms of the applicable Confidentiality Agreement.

Bid Requirements

To be eligible to participate in the Auction, each Potential Bidder must submit a proposal to purchase the Assets (a "Bid") by December 5, 2023 at 4:00 p.m. (ET) (the "Bid Deadline") which must:

1) state that the applicable Potential Bidder offers to effectuate a sale transaction with the Debtors and identify with specificity the Assets included in the Bid;

2) be accompanied by a deposit (each, a "Good Faith Deposit") in the form of a wire transfer or certified check or such other form acceptable to the Debtors, in consultation with the Committee, payable to the order of the Debtors, in an amount equal to 10% of the cash portion of the Purchase Price being bid;

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), including, without limitation, which liabilities, if any, the Potential Bidder is agreeing to Assume. If such Bid is for substantially the same Acquired Assets as the Stalking Horse Bid, the Purchase Price must include, an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking

Horse Agreement, including the assumption of the Assumed Liabilities; and (ii) the minimum bid increment of $100,000, or such other amount as the Debtors may reasonably determine in good faith and in consultation with the Committee; provided that, this requirement shall not limit the ability of a Potential Bidder to submit a Partial Bid (defined below);

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures. If such Potential Bidder is (i) selected as the Successful Bidder, its Bid must remain irrevocable until the Debtors' consummation of a sale with the Successful Bidder or (ii) selected as the Back-Up Bidder, its Bid must remain irrevocable as set forth below;

5) include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse Agreement) (the "Transaction Documents"), which Transaction Documents must include a copy of the proposed asset purchase agreement marked against the Stalking Horse Agreement to show all changes requested by the Potential Bidder including, but not limited to, treatment of any assumed liabilities;

6) include a list which specifies in detail which of the Debtors' unexpired leases and executory contracts are to be assumed by the Debtors and assigned to the Potential Bidder in connection with the consummation of the proposed transaction;

7) provide a commitment to close within fifteen days after the Sale Hearing;

8) not be conditioned on unperformed due diligence, obtaining financing or any internal approval;

9) include (i) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (ii) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;

10) contain written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price (including sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Potential Bidder in connection with the proposed transaction), satisfactory to the Debtors in their reasonable discretion after consultation with the Committee, with appropriate contact information for such financing sources;

11) contain written evidence satisfactory to the Debtors in their reasonable discretion after consultation with the Committee of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents;

12) not request or entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;

13) fully disclose the identity of each entity that will be bidding for the Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such Bid) such Bid (a "Participating Party"), and the complete terms of any such sponsorship, participation, financing or benefit;

14) constitute a good faith, bona fide offer to effectuate the proposed transaction;

15) include a written acknowledgement by such Potential Bidder that it agrees to all of the terms for sale set forth in these Bidding Procedures;

16) include an agreement to provide any other information reasonably requested by the Debtors, in consultation with the Committee; and

17) be received by the Bid Deadline.

The Debtors shall promptly provide copies of all Bids received by the Debtors to the Committee, but in no event later than twelve (12) hours after such Bid is received; *provided* that the Committee shall treat such Bids and any related information as confidential in accordance with any confidentiality agreement between the Committee and the Debtors.

The Debtors, the Committee and all persons working for or on behalf of the Debtors or the Committee, shall not consult with the Stalking Horse Bidder or any Potential Bidder or any of their affiliates, representatives or advisors (collectively, the "Bidder Parties"), or provide any information regarding any potential or actual Bids or any Potential Bidders ("Sale Information") to the Bidder Parties, except with respect to information shared with another Potential Bidder. Any Bidder Party that is also an affiliate, representative or advisor of any Debtor shall be walled from all Sale Information. Any director, officer, or employee of the Debtor, other than the Debtors' independent director, that (i) is an "Offer Employee" under the Stalking Horse Agreement and (ii) receives or will be exposed to any Sale Information, shall acknowledge to the Debtors' counsel in writing (which may be by email) their obligation to keep Sale Information confidential from the Bidder Parties and to not share it with any Bidder Party.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with the Committee, (i) has timely submitted a Bid, which may be a Partial Bid (defined below), that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); *provided* that the Debtors reserve the right, in consultation with the Committee, to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Potential Bidders may submit bids for any of the Debtors' Assets, including for all or part of the Debtors' businesses or assets (each, a "Partial Bid"), which Bids may be combined with other Partial Bids or be considered independently together with the liquidation value (as reasonably determined by the Debtors in good faith and in consultation with the Committee) of the Debtors' Assets that are included in the Stalking Horse Bid, or other Partial Bids, to be deemed a Qualified Bid.

Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. Notwithstanding the foregoing, the Debtors may, after consulting with the Committee, amend or waive the conditions precedent to being a Qualified Bidder at any time, in their reasonable business judgment and in consultation with the Committee, in a manner consistent with their fiduciary duties and applicable law. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

"As Is, Where Is"

Any sale or transfer of the Assets will be on an "as is, where is" basis and without representations or warranties of any kind by the Debtors, their agents or the Debtors' chapter 11 estates, except and solely to the extent expressly set forth in a final purchase agreement approved by the Court as the Successful Bid. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtors' assets that are the subject of the Auction prior to making its Bid and that it has relied solely upon

its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by the Court as the Successful Bid, all of the Debtors' right, title and interest in the Assets will be sold or transferred free and clear of all Encumbrances (other than Permitted Post-Closing Encumbrances) as proposed in the Stalking Horse Agreement, with any Encumbrances (other than Permitted Post-Closing Encumbrances) to attach to the proceeds of the sale of the Assets as provided in the proposed form of sale order attached to the Sale Motion.

Auction

Baseline Bid. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid(s) (which may be one or more Partial Bids), as determined by the Debtors in their reasonable discretion after consultation with the Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid(s) constitutes the Baseline Bid shall take into account factors such as the projected percentage recovery to general unsecured creditors pursuant to such Qualified Bid(s) and the certainty of such recovery, whether all administrative, priority and secured claims will be paid in full under such Qualified Bid(s), and any other factors the Debtors, in consultation with the Committee, reasonably deem relevant to the value of the Qualified Bid(s) to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

If no Qualified Bids (other than the Stalking Horse Bid) are received by the Bid Deadline, then the Auction shall be cancelled**,** the Stalking Horse will be deemed the Successful Bidder, the Stalking Horse Agreement will be the Successful Bid, and, at the Sale Hearing, the Debtors will seek final Court approval of the sale of the Acquired Assets to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement.

Auction Date and Location. The Auction will commence on or before December 13, 2023 at 10:00 a.m. (Prevailing Eastern Time) at the offices of **Morris Nichols Arsht & Tunnell, LLP, 1201 N. Market Street, Wilmington, DE 19801**, or on such other date and/or at such other location as determined by the Debtors. The Debtors may determine that the Auction will be held virtually.

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, and the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors may attend the Auction as observers, provided that they send an email to the undersigned counsel indicating that they intend to attend the Auction no less than one (1) Business Day prior to the Auction, provided further that the Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

Auction Procedures. The Debtors and their professionals, in consultation with the Committee, will direct and preside over the Auction. At the start of the Auction, the Debtors will describe the terms of the Baseline Bid. All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtors will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, the Successful Bid and the Back-Up Bid. Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Assets. The Debtors, in their reasonable discretion after consultation with the Committee, reserve the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received.

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors may, in their reasonable business judgment, and in consultation with the Committee, announce increases or reductions to the Overbid amount at any time during the Auction. The Debtors will announce at the Auction the material terms of each Overbid, value each Overbid in accordance with these Bidding Procedures and in consultation with the Committee, and provide each Qualified Bidder with an opportunity to make a subsequent Overbid. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or other consideration acceptable to the Debtors, in consultation with the Committee, in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.

Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtors accept a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid (as defined below). To the extent not previously provided (which will be determined by the Debtors), a Qualified Bidder submitting an Overbid must submit at the Debtors' request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors after consultation with the Committee) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

Selection of Successful Bid

At the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select (i) the highest or otherwise best bid submitted by a Qualified Bidder (or any combination of Partial Bids that together constitute the highest or otherwise best bid) during the Auction(s) that the Debtors believe is most beneficial to the Debtors (the "Successful Bid"), and (ii) at the Debtors' discretion, the next highest or otherwise best bid after the Successful Bid (or any combination of Partial Bids that together constitute the next highest or otherwise best bid) as a back-up bid (the "Back-Up Bid"). In

selecting the Successful Bid and the Back-Up Bid, if any, the Debtors shall take into account the projected percentage recovery to general unsecured creditors and the certainty of such recovery and whether all administrative, priority and secured claims will be paid in full and may also consider any other factors the Debtors, in consultation with the Committee, reasonably deem relevant to the value of the Bid(s) to the estates. The Qualified Bidder that submits the Successful Bid will be deemed the "Successful Bidder," and the purchase agreement with respect to such Successful Bid will be deemed the "Successful Bidder Purchase Agreement." The Qualified Bidder that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder." The successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

The Auction will close when the Debtors, in consultation with the Committee, announce that the Auction has concluded and a Successful Bid and, to the extent the Debtors determine, in consultation with the Committee, a Back-Up Bid, have been selected. Notwithstanding anything herein to the contrary, the Debtors are authorized, but not required, to select a Back-Up Bidder and a Back-Up Bid. For the avoidance of doubt, the Debtors will not consider or support any bid for any of the Assets (whether or not such bid is made by a Qualified Bidder) received after the close of the Auction.

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until the earliest to occur of (i) the first business day after the consummation of the Successful Bid with the Successful Bidder, (ii) thirty (30) days after the conclusion of the Auction, and (iii) the release of the Back-Up Bid by the Debtors, after consultation with the Committee. If the Successful Bidder fails to consummate the Successful Bid within the time set forth therein, the Back-Up Bidder shall be deemed the new Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were the Successful Bid at the Auction.

Implementation of the Sale

The hearing to authorize the sale of the Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on December 19, 2023, at 11:00 a.m. (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtors to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Cases, a notice of agenda or stated orally on the record at a hearing before the Court. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtors, and the Debtors will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

If the Successful Bidder or the Back-Up Bidder (if the Successful Bidder fails to consummate the proposed transaction) fails to enter into an asset purchase agreement as promptly as practicable or consummate the proposed transaction consistent with the Successful Bid or Back-Up Bid (if applicable), because of a breach or failure to perform on the part of the Successful Bidder or Back-Up Bidder (if applicable), all parties in interest reserve the right to seek all available damages from the defaulting Successful Bidder or Back-Up Bidder (if applicable), including specific performance and retention of the Good Faith Deposit.

Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders at the Auction will be deemed to have consented to the jurisdiction of the Court with respect to all matters relating to the Auction, and waived any right to a jury trial in connection with any disputes relating to the Auction.

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Debtors in a non-interest-bearing escrow or trust account. Good Faith Deposits of Qualified Bidders, other than the Successful Bidder, will be returned to the unsuccessful bidders within seven (7) days after selection of the Successful Bidder and Back-Up Bidder, if any, in accordance with these Bidding Procedures. The Successful Bidder's Good Faith Deposit will be applied to the Purchase Price of the Successful Bid at closing, and the Debtors will be entitled to retain such Good Faith Deposit as part of their damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Back-Up Bidder, if any, will be returned to the Back-Up Bidder, if any, within seven (7) days after the consummation of the sale with the Successful Bidder.

Reservation of Rights

The Debtors reserve the right, after consultation with the Committee, in their reasonable discretion and subject to the exercise of their business judgment, to alter or modify any Auction rules or procedures, to waive terms and conditions set forth herein with respect to all potential bidders, extend the deadlines set forth herein, alter the assumptions set forth herein, and/or to terminate discussions with any and all prospective acquirers and investors at any time and without specifying the reasons therefor, in each case to the extent not materially inconsistent with these Bidding Procedures, the Bidding Procedures Order and the Stalking Horse Agreement; provided that the Debtors shall only be permitted to modify or amend the terms of the Stalking Horse Agreement in accordance with the applicable Stalking Horse Agreement and the Bidding Procedures Order; provided further, that, no such alteration, modification, waiver, extension or termination shall limit, modify or extinguish any right of the Committee pursuant to paragraph 13 of the Bidding Procedures Order or these Bidding Procedures.

All parties reserve their rights to seek Bankruptcy Court relief with regard to the Auction, the Bidding Procedures, and any related items (including, if necessary, to seek an extension of the Bid Deadline). The Committee will be permitted to seek relief from the Bankruptcy Court on an expedited basis if they disagree with any actions or decision made by the Debtors as part of these Bid Procedures. The rights of the Committee with respect to the outcome of the Auction are reserved. For the avoidance of doubt, nothing contained in these Bidding Procedures shall constitute or be construed as a waiver of the rights of the Committee or any party in interest to object to any proposed Sale of the Assets hereunder (including, without limitation, a sale to the Stalking Horse Bidder). All rights of the Debtors and any party in interest to respond to any relief sought or objection filed by the Committee or any party in interest are reserved and preserved.

EXHIBIT 2

Stalking Horse Agreement

[Excerpted]

EXHIBIT 3

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered)

NOTICE OF (I) POSSIBLE TREATMENT OF CONTRACTS AND LEASES, (II) FIXING OF CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO

PLEASE TAKE NOTICE that, on October 3, 2023, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for (I) an Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures and Bid Protections for the Sale of Substantially All of the Debtors' Assets; (B) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (C) Scheduling an Auction and Sale Hearing; (D) Approving Forms and Manner of Notice of Respective Dates, Times, and Places In Connection Therewith; and (E) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Claims, Liens, and Encumbrances; and (B) Approving the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; and (III) Certain Related Relief* [D.I. 5] (the "Sale Motion")[2] with the United States Bankruptcy Court for the District of Delaware (the "Court"), seeking, among other things, entry of an order (the "Sale Order") authorizing and approving: (a)

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined are defined in the Sale Motion or Bidding Procedures Order (defined below).

the sale (the "Sale") of certain assets (the "Acquired Assets") free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Post-Closing Encumbrances), with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that, on [●], 2023, the Court entered an order [D.I._____] (the "Bidding Procedures Order"), granting certain of the relief sought in the Sale Motion, including, among other things, approving: (a) the bidding procedures (the "Bidding Procedures") for the Sale of the Acquired Assets; and (b) procedures for the designation of the assumption and assignment of the Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge Karen B. Owens, United States Bankruptcy Judge, on **December 19, 2023, at 11:00 a.m. (Prevailing Eastern Time)**, in Courtroom 3 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801 to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (this "Cure Notice") because you or one of your affiliates may be a counterparty to one or more

of the Contracts and Leases with one or more of the Debtors set forth on Exhibit A attached hereto (the "Contract and Lease Schedule").[3] If the Court enters the Sale Order, the Debtors may assume and assign to the Stalking Horse Bidder (or to another Successful Bidder selected at the Auction, if any) or reject the Contract and/or Lease listed on the Contract and Lease Schedule, to which you are a counterparty, either as of the Closing Date or a later date pursuant to the Stalking Horse Agreement or the Successful Bidder Purchase Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE that the Debtors have determined that the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Contracts and Leases (the "Cure Amounts") are in the total amount as set forth on the Contract and Lease Schedule attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that if you (i) disagree with the proposed Cure Amounts, (ii) object to the ability of the Debtors to provide adequate assurance of future performance with respect to the Contract or Lease, or (iii) otherwise object to the potential assumption and assignment of the Contract or Lease to the Stalking Horse Bidder or other Successful Bidder, as applicable, you must file with the Court and serve an objection (an "Objection") on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on December 5, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice President of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott

[3] This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

(dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to the official committee of unsecured creditors appointed in the cases (the "Committee"), Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandeep Qusba (squsba@stblaw.com), David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), and Philip L. DiDonato (philip.didonato@stblaw.com), and Landis, Rath & Cobb LLP, 919 N. Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com), Matthew B. McGuire (mcguire@lrclaw.com); and Joshua B. Brooks (brooks@lrclaw.com); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that if a Qualified Bidder other than the Stalking Horse Bidder is selected as the Successful Bidder or Back-Up Bidder, counterparties to the Contracts and Leases shall have until **December 18, 2023 at 4:00 p.m. (Prevailing Eastern Time)** to object to the assumption and assignment of the Contracts and Leases **solely** on the issue of whether the Successful Bidder or Back-Up Bidder can provide adequate assurance of future

performance as required by section 365 of the Bankruptcy Court, provided that if the Auction is not completed prior to December 15, 2023, such objections may be raised at the Sale Hearing. For the avoidance of doubt, if the Stalking Horse Bidder is the Successful Bidder, all adequate assurance Objections must be filed by the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that any party that fails to timely file an Objection shall be deemed to have consented to the assumption and assignment of the Contract or Lease to the Stalking Horse Bidder, Successful Bidder, or Back-Up Bidder, as applicable, and the Cure Amounts proposed by the Debtors in this Cure Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors or their estates (except, to the extent applicable, with respect to matters arising **after** the Closing and that are not otherwise paid in the ordinary course).

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment or related cure of a Contract or Lease in connection with the Sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing (or at a later date as fixed by the Court), provided that any such objection may be adjourned, in full or in part, by the Debtors to a later date by listing such adjournment in a notice of agenda or other notice filed on the docket of the cases and served on the affected counterparty.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby reserve all rights to amend, revise or supplement any documents relating to the Sale and/or to be executed, delivered, assumed and/or performed in connection with the Sale or the Stalking Horse Agreement or Successful Bidder Purchase Agreement, as applicable, including the Contract and Lease Schedule.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Cure Notice shall not be deemed to be an assumption, rejection, or termination of any of the Contracts and Leases. Moreover, the Debtors explicitly reserve their rights to reject or assume any of the Contracts and Leases pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of counterparties to the Contracts and Leases against the Debtors that may arise under such Contracts and Leases, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of counterparties to the Contracts and Leases against the Debtors that may arise under such Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen or contacting the Debtors' claims and noticing agent, Epiq Corporate Restructuring LLC, (i) by email at zymergen@epiqglobal.com or (ii) by calling calling 855-631-1178 (Toll Free in the U.S.) or 1-503-852-5348 (outside the U.S.).

Dated: November 14, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
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Counsel to the Debtors and Debtors in Possession

EXHIBIT 4

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered)

NOTICE OF ASSUMPTION AND ASSIGNMENT OF
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

PLEASE TAKE NOTICE that, on [●], 2023, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Interests, Claims, and Encumbrances; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Certain Related Relief* (the "Sale Order").[2]

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Order, the above-captioned debtors and debtors in possession (the "Debtors") hereby provide this notice (the "Assumption Notice")[3] of the assumption and assignment, pursuant to the Sale Order, of the unexpired leases (the "Leases") and executory contracts (the "Contracts") set forth on **Exhibit A** hereto, effective as of the date this Assumption Notice is filed with the Bankruptcy Court. The Debtors are assuming and assigning the Leases and Contracts to [●] (the "Buyer"). As determined by the Bankruptcy Court upon entry of the Sale Order, the Buyer has the financial

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined herein are defined in the Sale Order.

[3] This notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This is not an admission by the Debtors that such contract or lease is executory or unexpired.

wherewithal to meet all future obligations under the Leases and Contracts, and demonstrated that it has the ability to comply with the requirements of adequate assurance of future performance under section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, based on their books and records, the Debtors have identified on **Exhibit A** hereto certain cure amounts for the Leases and Contracts that have arisen solely following **[●], 2023** (the "Closing") and that have not otherwise been paid in the ordinary course (the "Additional Cure Amounts").

PLEASE TAKE FURTHER NOTICE that, should you object to the Additional Cure Amounts set forth in this Assumption Notice, you must file with the Court and serve an objection (an "Objection") on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on [●]** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice President of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to the official committee of unsecured creditors appointed in the cases (the "Committee"), Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandeep Qusba (squsba@stblaw.com), David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), and Philip L. DiDonato (philip.didonato@stblaw.com), and Landis, Rath & Cobb LLP, 919 N. Market

Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com), Matthew B. McGuire (mcguire@lrclaw.com); and Joshua B. Brooks (brooks@lrclaw.com); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; and (iii) state with specificity any cure amounts arising solely following the Closing alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Order, cure amounts with respect to the Leases and Contracts due as of the date of the Closing under section 365(b) of the Bankruptcy Code are not subject to objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Sale Order, if a permitted Objection is properly filed and served in accordance with the procedures set forth above, and the Debtors, the Buyer and the objecting party cannot consensually resolve the issue(s) raised in the Objection, a hearing will be scheduled to consider that Objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Sale Order, if no Objection is filed and served in accordance with the procedures set forth above, any non-Debtor party to such Lease or Contract shall be deemed to have consented to the Additional Cure Amounts set forth in this Assumption Notice.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Order and all other documents filed in these cases are available for review free of charge by accessing https://dm.epiq11.com/Zymergen or contacting the Debtors' claims and noticing agent, Epiq

Corporate Restructuring LLC, (i) by email at zymergen@epiqglobal.com or (ii) by calling calling 855-631-1178 (Toll Free in the U.S.) or 1-503-852-5348 (outside the U.S.).

Dated: November 14, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
Matthew O. Talmo (No. 6333)
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Counsel to the Debtors and Debtors in Possession

EXHIBIT 5

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered)

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that, on October 3, 2023, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for (I) an Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of Debtors; (B) Approving the Debtors' Entry Into the Stalking Horse Agreement and Related Bid Protections; (C) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (D) Scheduling the Auction and Sale Hearing; (E) Approving Forms and Manner of Notice of Respective Dates, Times, and Places In Connection Therewith; and (F) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Claims, Liens, and Encumbrances; (B) Approving the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; and (III) Certain Related Relief* [D.I. 5] (the "Sale Motion")[2], with the United States Bankruptcy Court for the District of Delaware (the "Court"), seeking, among other things, entry of an order (the "Sale Order") authorizing and approving: (a)

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined herein are defined in the Bidding Procedures or Sale Motion.

the sale (the "Sale") of certain assets (the "Acquired Assets") free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Post-Closing Encumbrances), with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of certain of their assets, including the Acquired Assets (the "Assets"), consistent with the bid procedures (the "Bidding Procedures") approved by the Court by entry of an order on [●], 2023 [D.I_] (the "Bidding Procedures Order"). The deadline for each Potential Bidder to submit a proposal to purchase the Assets is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Bid Deadline"). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the "Auction") of the Acquired Assets on **December 13, 2023 at 10:00 a.m. (prevailing Eastern Time)** at the offices of **Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801** (or virtually, or at any other location as the Debtors may hereafter provide notice of in accordance with the Bidding Procedures and Bidding Procedures Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge Karen B. Owens, United States Bankruptcy Judge, on **December 19, 2023 at 11:00 a.m. (prevailing Eastern Time)**, in Courtroom 3 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures or Stalking Horse Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, must: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice President of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com),

Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to the official committee of unsecured creditors appointed in the cases (the "Committee"), Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandeep Qusba (squsba@stblaw.com), David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), and Philip L. DiDonato (philip.didonato@stblaw.com), and Landis, Rath & Cobb LLP, 919 N. Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com), Matthew B. McGuire (mcguire@lrclaw.com); and Joshua B. Brooks (brooks@lrclaw.com); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

PLEASE TAKE FURTHER NOTICE THAT THE DEBTORS ARE PROPOSING TO SELL THE ACQUIRED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS (OTHER THAN PERMITTED POST-CLOSING ENCUMBRANCES). IN CONNECTION WITH THE SALE, THE STALKING HORSE BIDDER AND OTHER POTENTIAL BIDDERS WILL ALSO BE SEEKING A FINDING FROM THE COURT THAT THEY ARE NOT LIABLE UNDER THEORIES OF "SUCCESSOR LIABILITY" FOR ANY LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS ARISING BEFORE THE CLOSING DATE.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, AND THE ABSENCE OF SUCCESSOR LIABILITY.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen or contacting the Debtors' claims and noticing agent, Epiq Corporate Restructuring LLC, (i) by email at zymergen@epiqglobal.com or (ii) by calling calling 855-631-1178 (Toll Free in the U.S.) or 1-503-852-5348 (outside the U.S.).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, a separate notice will be provided to the counterparties to executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale.

Dated: November 14, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
Matthew O. Talmo (No. 6333)
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Counsel to the Debtors and Debtors in Possession

EXHIBIT 6

Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered) **Re: D.I. 5**

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (II) APPROVING THE ASSET PURCHASE AGREEMENT AND (III) AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion, dated October 3, 2023 [Docket No. 5] (the "**Motion**"), of the above-captioned Debtors and Debtors in possession (the "**Debtors**") for the entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 1005, 2002, 6004, 6006, 9007, 9014 and 9019 and Local Rules 2002-1, 6004-1 (i) approving the Asset Purchase Agreement by and between the Debtors and [Ginkgo Bioworks, Inc.] (together with its permitted designees, successors and permitted assigns in accordance with the APA, the "**Purchaser**"), dated [●], 2023 (substantially in the form attached hereto as **Exhibit A**, the "**APA**"),[2] whereby the Debtors have agreed to sell (the "**Sale**"), and Purchaser has agreed to acquire, [substantially all of the Debtors' assets] (collectively, and as specifically set forth and defined in the APA, the "**Acquired Assets**") other than the Excluded Assets, and the Debtors have agreed to transfer and Purchaser has agreed to assume certain of the Debtors' liabilities

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA.

(collectively, and specifically set forth and defined in the APA, the "**Assumed Liabilities**") (collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of this chapter 11 case (the "**Case**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting

certain related relief on [●], 2023 Docket No. [●] (the "**Bidding Procedures Order**")[; and an auction (the "**Auction**") having been held on [●], 2023 in accordance with the Bidding Procedures Order]; and Purchaser having been deemed the Successful Bidder (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Case (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on [●], 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the hearing before the Court on [●], 2023; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. § 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rules 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Transactions, APA, Sale Hearing, Auction and the Cure Amounts

C. Actual written notice of the Sale Hearing, the terms and provisions of this Order, the Auction, the Motion and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities including to the following parties: (i) the office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to Purchaser), (iv) all known creditors, (v) any party that has asserted or that the Debtors believe may assert a lien in the Debtors' assets; (vi) all parties who have filed a notice of appearance and request for service of papers in the Case pursuant to Bankruptcy Rule 2002; (vii) each of the Debtors' current landlords and each counterparty to the Debtors' Contracts (as defined in the APA); and (vii) the United States Internal Revenue Service (collectively, the "**Notice Parties**").

D. The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the relief requested in the Motion relating to the Sale in [●] on [●], 2023.

E. Proper, timely, adequate and sufficient notice of the Motion, the terms and provisions of this Order and the Sale Hearing has been provided in accordance with section 102(1), 105(a), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 6004, and in compliance with the Local Rules and the Bidding Procedures Order, including to the Notice Parties. The foregoing notice was good, sufficient and appropriate under the circumstances, and

no other or further notice of the Motion, the Auction, the Sale Hearing, the APA, the Transactions or this Order is required. The disclosures made by the Debtors concerning the APA, the Auction, the Transactions, this Order and the Sale Hearing were good, complete and adequate.

F. The Debtors have served cure notices (the "**Cure Notices**") upon all executory contract and lease counterparties notifying such parties: (i) that the Debtors may seek to assume and assign certain contracts and leases on the Closing Date of the Sale or thereafter until the Designation Deadline as provided in the APA and (ii) of the proposed Cure Amounts. The service of such notices was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for such contracts and leases. Each of the contract and lease counterparties has had an opportunity to object to the Cure Amounts set forth in the Cure Notices.

Highest and Best Offer

G. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a marketing process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. [The Auction contemplated by the Bidding Procedures was held on [●], 2023. At the conclusion of the Auction, Purchaser was selected as the Successful Bidder by the Debtors, in consultation with counsel to the Committee.] The process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase all of the Acquired Assets and assume all of the Assumed Liabilities.

H. The Acquired Assets were adequately marketed by the Debtors, the consideration provided by Purchaser under the APA constitutes or provides the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the sale of all Acquired Assets,

the assumption of all Assumed Liabilities, and the performance of the other covenants set forth in the APA, and the Transactions will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' business judgment.

I. Approval of the Motion and the APA and the consummation of the Transactions contemplated thereby is in the best interests of the Debtors, their respective creditors, estates and other parties in interest and there is substantial risk of deterioration of the value of the Acquired Assets if the Sale is not consummated quickly. The Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Transactions and the performance of its obligations under the APA.

J. The consummation of the Transactions outside a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to Purchaser's consummation of the Transactions.

Good Faith of Purchaser

L. The APA and the Transactions contemplated thereunder were proposed, negotiated and entered into by and between the Debtors, on the one hand, and Purchaser, on the other hand, without collusion or fraud of any kind, in good faith and at arm's length.

M. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2) of Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the APA.

N. The APA was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person, and the consideration to be paid was not controlled by any agreement among bidders.

No Fraudulent Transfer

O. The consideration provided by Purchaser pursuant to the APA for the Transactions, including its purchase of all Acquired Assets and the assumption of all Assumed Liabilities and the performance of the covenants contained in the APA, constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

P. There has been no showing that any of the Debtors or Purchaser (i) has entered into the APA or proposes to consummate the Transactions for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors or (ii) is entering into the APA or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, (i) the Purchaser and its affiliates, present officers, directors, partners, shareholders and their respective heirs, successors and assigns (each such entity individually and taken together, the "**Purchaser Group**") is not a continuation of the Debtors or their estates, there is no continuity between Purchaser and the Debtors, there is not substantial continuity between Purchaser and the

Debtors, there is no common identity between the Debtors and Purchaser, there is no continuity of enterprise between the Debtors and Purchaser, Purchaser is not a mere continuation of the Debtors or their estates, and Purchaser does not constitute a successor to the Debtors or their estates, (ii) Purchaser is not holding itself out to the public as a continuation of the Debtors or their estates and (iii) the Transactions do not amount to a consolidation, merger or *de facto* merger of Purchaser and the Debtors and/or the Debtors' estate.

Validity of Transfer

R. The Debtors have authorized the execution and delivery of the APA, the sale of all Acquired Assets to Purchaser, the assumption of all Assumed Liabilities by Purchaser and each of the other Transactions. The Debtors (i) have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Transactions and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Transactions, and no further consents or approvals are required for the Debtors to consummate the Transactions contemplated by the APA, except as otherwise set forth therein.

S. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Liabilities of the Debtors or any other Adverse Interests against the Debtors or their property, including the liabilities of the Debtors specifically excluded under the APA (the "**Excluded Liabilities**"), and Purchaser and its successors and assigns are released from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

T. The consummation of the Sale and the other Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(b)(1) and 365(f)(2) of the Bankruptcy Code, and with respect to Assigned Contracts (as defined herein), all of the applicable requirements of such sections have been or will be complied with in respect of the Transactions as of the effective date of assignment.

U. The Acquired Assets constitute property of the Debtors' estates and title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date or such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests.

Section 363 Is Satisfied

V. Entry into the APA and consummation of the Transactions contemplated thereby constitute the exercise of the Debtors' sound business judgment consistent with its fiduciary duties and such acts are in the best interests of the Debtors, their creditors, their estates and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business reasons and justifications and (ii) compelling circumstances for the sale of the Acquired Assets to Purchaser pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transactions are not consummated quickly; (ii) the APA constitutes the highest and best offer for the Acquired Assets; (iii) the APA and the consummation of the Transactions contemplated thereby present the best opportunity to realize the value of the Acquired Assets and avoid decline and devaluation of the

Acquired Assets; and (iv) unless the sale of the Acquired Assets is consummated expeditiously as provided for in the Motion and pursuant to the APA, creditors' recoveries may be diminished.

W. The Debtors may sell and assign the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests, and the Transactions will not subject Purchaser or any of Purchaser's assets to any liability for any Adverse Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), because, with respect to each creditor asserting an Adverse Interest, one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests who did not object or who withdrew their objections to the Sale or the Transactions are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Adverse Interests are adequately protected — thus satisfying section 363(e) of the Bankruptcy Code — by having their Adverse Interests, if any, attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such Adverse Interest holder had before the Sale, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests.

A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

Z. The assumption and assignment of the Assigned Contracts (as defined below) pursuant to the terms of the Bidding Procedures Order, this Order and the APA are integral to the APA, are in the best interests of the Debtors and their estates, creditors and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met or will meet all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors and/or Purchaser, as applicable under the APA, have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date of the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default existing prior to the date of the Closing under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

BB. Purchaser has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, Purchaser, notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

CC. No default exists in the Debtors' performance under the Assigned Contracts as of the date of the Closing other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

DD. Good and sufficient reasons for approval of the APA have been articulated by the Debtors. The Debtors have demonstrated compelling circumstances for the Sale outside (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a plan of reorganization or liquidation (as the case may be), by demonstrating that, among other things, the immediate consummation of the Sale is necessary and appropriate to preserve and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets and preserve the viability of the businesses to which the Acquired Assets relate, it is critical that the Transactions close within the time constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 4001, 6004, and 6006.

EE. The Transactions are in the best interests of the Debtors, their estates, creditors, interest holders and all other parties in interest in the Case.

No *Sub Rosa* Plan

FF. Entry into the Transactions neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan of reorganization for the Debtors. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA. Entry into the APA does not constitute a *sub rosa* chapter 11 plan.

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved, subject to the terms and conditions set forth herein. The Sale and the other Transactions contemplated by the APA are approved.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion are deemed to consent to the relief sought therein, including all non-Debtor parties to the Debtors' Contracts.

3. Findings of fact and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

4. Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

6. The Debtors are authorized to (i) take any and all actions necessary or appropriate to perform, consummate, implement and fully close the Transactions in accordance with the terms and conditions set forth in the APA and this Order, and (ii) to assume and assign any and all Assigned Contracts as and when provided in the APA.

7. All persons and entities are prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the Transactions, including the ability of the Debtors to transfer the Acquired Assets to Purchaser in accordance with the APA and this Order.

8. All amounts, if any, to be paid by the Debtors to Purchaser pursuant to the APA, including any allowed claims for breach thereof, shall (i) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) be protected as provided in the APA and the Bidding Procedures Order, (iii) not be altered, amended, discharged or affected by any plan proposed or confirmed in the Case without the prior written consent of Purchaser and (iv) be due and payable if and when any of the Debtors' obligations arise under the APA without further order of the Court.

9. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Order and the Transactions.

10. Nothing contained in any chapter 11 plan confirmed in this Case, the order confirming any such chapter 11 plan, or any other order entered in this Case, shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to

consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

12. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of the Case.

13. Upon Closing, this Order shall be construed and shall constitute, for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets to the Purchaser under the APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser.

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of

[3] The "**Post-Closing Assumption and Assignment Procedures**" shall mean those procedures for assumption and assignment of Debtors' Contracts described in Paragraphs [28 to 36] of this Order.

some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

15. This Order (i) shall be effective as a determination that, as of the Closing, no Adverse Interests other than Assumed Liabilities will be assertable against Purchaser or any of its respective assets (including the Acquired Assets), (ii) shall be effective as a determination that, as of the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein) (a) the Acquired Assets shall have been transferred to Purchaser free and clear of all Adverse Interests and (b) the conveyances described herein have been effected, and (iii) is and shall be binding upon entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities are authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions.

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtor, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtor prior to the

Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided*, *however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

17. Other than in the ordinary course of business, the Debtors shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability, in each case without the prior written consent of Purchaser. Purchaser shall have standing in the Case to object to the validity, amount, or priority of any claim against the Debtors to the extent it would otherwise constitute an Assumed Liability, and the Court will retain the right to hear and determine such objections.

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract,

subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

19. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Adverse Interests against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Transactions in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Adverse Interests that the person or entity has with respect to such Acquired Assets, then only with regard to the Acquired Assets that are purchased by Purchaser pursuant to the APA and this Order, (i) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (ii) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Adverse Interests against the Purchaser Group and the applicable Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, and all such Permits are deemed to have been transferred to the Purchaser as of the Closing. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable

assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. Except as expressly provided in the APA with respect to Assumed Liabilities, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall have no liability whatsoever as a result of the

consummation of the transaction contemplated hereby with respect to the Debtors' (or their predecessors or affiliates) respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described below, "**Successor or Transferee Liability**") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of labor law, employment law, ERISA and benefits law, antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets or the Business prior to the Closing or such later time as Purchaser is assigned and assumes any Assigned Contract. Further, except to the extent expressly included in the Assumed Liabilities, Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act or any foreign, federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary,

plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff (other than rights of setoff that were asserted prior to the Petition Date) or right of subrogation of any kind; (e) commencing or continuing any Action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (f) to the extent provided in section 525 of the Bankruptcy Code, revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined 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 shall not affect the validity of the Transactions (including the assumption

and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

26. There has been no showing that the Debtors or Purchaser engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

27. The consideration provided by Purchaser for the Acquired Assets under the APA is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section [1.4] of the APA, Purchaser provided to the Debtors and the Debtors filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**")] [Docket No. ●], the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, was permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph [14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

29. Pursuant to Section [1.4(d)] of the APA, from and after the Closing through the Designation Deadline, Purchaser may provide written notice to the Debtors (and the Debtors shall provide such notice to the affected landlords or counterparties within three (3) Business Days of receiving such notice from Purchaser, which notice the Debtors agree to provide) designating certain Debtors' Contracts for assumption by the Debtors and assignment to Purchaser (together with the Contracts included in the final Assigned Contract List filed with the Court, each, an "**Assigned Contract**").

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section [1.4] of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the case of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

31. Subject to the payment of the Cure Amounts, the Debtors are authorized at the Closing Date (or thereafter as of the filing of an Assumption Notice for any Assigned Contract) to

assume and assign each of the Assigned Contracts in accordance with the APA and this Order to Purchaser free and clear, to the maximum extent permitted by law, of all Adverse Interests pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser. The payment of the applicable Cure Amounts by Purchaser shall (i) effect a cure of all defaults existing thereunder as of the Closing (or thereafter for any Assigned Contract that is assumed and assigned post-Closing, subject to the Post-Closing Assumption and Assignment Procedures described herein), (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default and (iii) together with the assumption of the Assigned Contracts by the Debtors and the assignment of such Assigned Contracts to Purchaser, constitute adequate assurance of future performance thereof. For purposes of this Order, "Cure Amounts" shall mean the applicable Cure Amounts set forth on **Exhibit E** hereto, such other Cure Amounts as agreed, in writing, by the Debtors, the Purchaser and the counterparty to the applicable Assigned Contract, or as may be determined by this Court in accordance with Paragraph 20 of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

32. Any provisions in any Assigned Contract (including any Assigned Contract that becomes such post-Closing subject to the Post-Closing Assumption and Assignment Procedures described herein) that prohibit or condition the assignment of such Assigned Contract or allow the

counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Assigned Contracts in accordance with the APA but will be effective and binding upon the Purchaser Group with respect to any purported assignment for the remaining term of any Assumed Contract. Subject to the payment of the Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. Upon the Closing or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Debtors' Contracts, and such Assumed Debtors' Contracts shall remain in full force and effect for the benefit of Purchaser. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

33. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or

condition to assignment existing, arising or accruing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the Closing or the transfer of the Acquired Assets, including any breach related to or arising out of a change-in-control in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (ii) asserting against Purchaser (or its property, including the Acquired Assets) any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the transfer of the Acquired Assets, except for the Assumed Liabilities, *provided*, *however*, and notwithstanding anything to the contrary in the Bidding Procedures Order, this Order, the Motion or the APA, Purchaser shall be responsible for continuing obligations under the Assigned Contracts, *cum onere*, including, without limitation, liabilities for any breach of such Assigned Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

34. Upon the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract), Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and shall pay all outstanding undisputed Cure Amounts with respect thereto, and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts from and after such assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to Purchaser or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section [1.4(d)] of the APA, provided, that, Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

36. In the event Purchaser has not provided a written designation to assume and assign or reject any Open Contract by the Designation Deadline, then such Contract shall be deemed to be an Excluded Contract, and no Debtor shall have any obligation to assign such Open Contract to Purchaser.

Post-Closing Assumption and Assignment Procedures

37. In the case of any Debtor's Contracts that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline pursuant to Section [1.4(d)] of the APA, within three (3) Business Days following receipt of a notification by Purchaser that a Contract is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' assumption and assignment of such Contract (such notice, an "**Assumption Notice**"), substantially in the form attached hereto as **Exhibit B**. The assumption and assignment of each such Contract shall be effective as of the date of the filing of the applicable Assumption Notice without any further order of the Court, with objections to the applicable cure amount, if any, to be resolved thereafter as set forth below.

38. The Debtors will serve such Assumption Notice via first class mail, and provide a copy of the same to the Purchaser, to (i) all Non-Debtor counterparties to such Contract to be assumed or assigned by the Debtors, (ii) the Office of the United States Trustee and (iii) counsel to the Committee (the "**Assumption Notice Parties**").

39. The Assumption Notice will set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Contract that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name and address of the affected counterparties or landlords (and their counsel, if known), (iii) a description of the deadlines and procedures for filing objections to the Assumption Notice (as set forth below), and (iv) the proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course.

40. A party in interest may object to an Assumption Notice solely with respect to the cure amount contained therein and only to the extent such objection could not have been raised

prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than seven (7) days after the date the Debtors served the applicable Assumption Notice.

41. If no timely permitted objection is filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a timely permitted objection is properly filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. Upon entry of an order by the Court resolving such objection or the resolution of such objection by agreement among the parties, any Contract or Lease set forth in an Assumption Notice shall be deemed assumed and assigned as of the date of the filing of the applicable Assumption Notice, subject to the payment of the Cure Amount.

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their past, present and future subsidiaries, and their respective agents, solely in their capacity as such, and, in each case, their successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its affiliates and related parties and, in each case, its and their respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, in each case, solely in their respective capacities

as such (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution (collectively, "**Claims**"), which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or relating to the negotiation, documentation, performance or consummation of the APA and the Sale, or any Ancillary Documents, except for Claims related to any act or omission that constitutes intentional fraud occurring on or after the Petition Date, *provided*, *however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order or the APA or any Ancillary Documents.

43. Upon the Closing, (i) all of Purchaser's Claims against the Debtors shall be subordinated to all claims designated as Class 3 claims under the Debtors' *Joint Chapter 11 Plan of Liquidation* [Docket No. 27], as may be amended, modified or supplemented (other than to the extent such amendments, modifications or supplements would expand or otherwise modify the scope of claims designated as Class 3 claims, in which case, Purchaser's consent shall be required prior to such subordination), and (ii) the Purchaser shall release all Claims against the former directors and officers of each Debtor.

44. The Acquired Assets shall include all estate Claims (i) against the Purchaser Released Parties (except for Claims related to any act or omission that constitutes intentional fraud occurring on or after the Petition Date), (ii) against vendors, customers or suppliers with whom the Purchaser continues to conduct business in regard to the Acquired Assets or Assumed Liabilities after the Closing, (iii) against any counterparty under any Assigned Contract (as defined in the APA) arising out of such Assigned Contract, and (iv) arising from any warranty, guaranty, indemnity or other contractual, statutory or common law right in regard to the Acquired Assets or the Assumed Liabilities, provided that, in respect of Claims under clauses (i), (ii) and (iii), the Purchaser shall not prosecute or seek recovery for any transfer that may be avoided under sections 544, 545, 547, 549, or 553(b) of the Bankruptcy Code. For the avoidance of doubt, notwithstanding anything to the contrary in this Sale Order, the Acquired Assets shall not include, and nothing in this Sale Order shall be deemed to release, remise, acquit or discharge Claims against (i) directors and officers of the Debtors who served prior to October 19, 2022, including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E. Peterson, Zach Serber, and Rohibit Sharma, or (ii) any current or former insurers of the Debtors or any insurance policies of the Debtors (or rights to proceeds thereunder).

45. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court. Nothing in this paragraph 45 shall be construed to limit Purchaser's rights pursuant to the APA.

46. At any time prior to the Closing, the Debtors or Purchaser may terminate the APA pursuant to the terms thereof without penalty or liability to the Purchaser or Debtors (or their estates), except as set forth in the APA.

47. The failure specifically to mention any particular provisions of the APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision; it being the intent of this Court, the Debtors and the Purchaser that the APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order and the APA.

48. From time to time, as and when requested, all parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may deem reasonably necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, or confirm or record or otherwise in the Purchaser its right, title and interest in the Acquired Assets.

49. To the extent this Sale Order is inconsistent with any prior order or pleading in the above-captioned case, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the APA (including all ancillary documents executed in connection therewith) or the Bidding Procedures Order, the terms of this Sale Order shall govern.

50. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow Purchaser to deliver any notice provided for in the APA and allow Purchaser to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof. Purchaser shall not be required to seek or obtain any further relief from the automatic stay

under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other sale-related document.

51. All persons, all Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Adverse Interests, based upon or arising out of the Excluded Liabilities are hereby barred and estopped from taking any action against Purchaser or the Acquired Assets to recover property on account of any Adverse Interests or on account of any Liabilities of the Debtors other than Assumed Liabilities pursuant to the APA. All persons holding or asserting any Adverse Interests with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Adverse Interests against Purchaser or the Acquired Assets for any Liability whatsoever associated with the Excluded Assets.

52. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests shall be self-executing, and neither the Debtors nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

53. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are parties or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale. This Court retains jurisdiction to (a) compel consummation of the Transactions, including delivery of

the Acquired Assets, (b) protect the Purchaser Group and its assets, including the Acquired Assets, against any Adverse Interests and Successor and Transferee Liability and (c) to enter orders, as appropriate, pursuant to sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Acquired Assets and the Assigned Contracts to Purchaser. This Court retains jurisdiction to adjudicate disputes between Purchaser and holders of claims related to the Assumed Liabilities regarding the Assumed Liabilities.

54. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in this Case (including any order entered after any conversion of this Case to a case under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing the Case) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

55. The Transactions contemplated hereunder shall not be affected by any bulk sales laws.

56. Nothing in this Order shall constitute, pursuant to section 1146(a) of the Bankruptcy Code, the grant of a tax exemption under a plan confirmed under section 1129 or 1191.

57. Notwithstanding anything in this Order to the contrary, this Order does not authorize any payments or obligations subject to section 503(c) of the Bankruptcy Code.

58. Notwithstanding the possible applicability of Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 and 9014 or otherwise, this Order shall not be stayed, the terms and conditions of this Order shall be effective immediately upon entry and the Debtors and Purchaser are authorized to close the sale immediately upon entry of this Order.

59. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

EXHIBIT A

Asset Purchase Agreement

EXHIBIT B

Assumption Notice

EXHIBIT C

Notice of Sale Closing and Effective Date of Amendment of Case Caption

EXHIBIT D

Excluded Assets Debtors' Contracts

EXHIBIT E

Cure Amounts

Exhibit B

Form of Bill of Sale and Assignment Agreement

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (DESIGNATED PURCHASER)

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of [●] (this "**Agreement**"), is entered into by and among Zymergen Inc., a Delaware corporation, Lodo Therapeutics Corporation, a Delaware corporation, enEvolv, Inc., a Delaware corporation, Genesis Acquisition Sub, LLC, a Delaware limited liability company (together, the "**Sellers**"), and [●], a [●] [●] (the "**Designated Purchaser**" and, together with the Sellers, the "**Parties**"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Ginkgo Bioworks, Inc., a Delaware corporation (the "**Purchaser**"), and the Sellers have entered into that certain Asset Purchase Agreement, dated as of October 3, 2023 (the "**Purchase Agreement**"), pursuant to which the Purchaser (or any Affiliates of the Purchaser that have been properly designated by the Purchaser in accordance with Section 1.9 of the Purchase Agreement) will acquire the Acquired Assets and assume the Assumed Liabilities on the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Notice of Designation of Alternative Purchaser, dated as of [●] (the "**Notice of Designation of Alternative Purchaser**"), the Designated Purchaser was properly designated by the Purchaser in accordance with Section 1.9 of the Purchase Agreement to (i) exercise the Purchaser's right under Section 1.1 of the Purchase Agreement to purchase, acquire and accept at the Closing [all] of the Acquired Assets listed, described or otherwise identified on Schedule 1 thereto (the "**Designated Purchaser Acquired Assets**"), together with all of the Purchaser's other rights under the Purchase Agreement in respect thereof, (ii) assume [all] of the Assumed Liabilities under Section 1.3 of the Purchase Agreement with respect to such Acquired Assets on and after the Closing Date and (iii) otherwise honor the Purchaser's obligations at the Closing as contemplated by Section 1.9 of the Purchase Agreement; and

WHEREAS, the Sellers and the Designated Purchaser now desire to carry out the intent and purpose of the Purchase Agreement by the Sellers' and the Designated Purchaser's execution and delivery of this Agreement evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Designated Purchaser of the Designated Purchaser Acquired Asserts and assumption, satisfaction, discharge and performance when due by the Designated Purchaser of the Designated Purchaser Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, in the Purchase Agreement and in the other Ancillary Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Sale and Acceptance of Assets and Assignment of Rights. The Sellers hereby sells, transfers, assigns, conveys and delivers to the Designated Purchaser, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-

Closing Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Designated Purchaser Acquired Assets, effective as of the Closing (or, with respect to any Assigned Contract assumed by the Designated Purchaser following the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption). The Designated Purchaser hereby purchases, accepts and acquires from the Sellers, as applicable, free and clear of any and all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under the Designated Purchaser Acquired Assets, effective as of the Closing (or, with respect to any Assigned Contract assumed by the Designated Purchaser following the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption).

Section 2. Assumption of Liabilities. The Designated Purchaser hereby assumes and agrees to satisfy, discharge and perform when due all of the Designated Purchaser Assumed Liabilities effective as of the Closing (or, with respect to Designated Purchaser Assumed Liabilities under Assigned Contracts that are assumed by the Designated Purchaser after the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption) upon the terms and subject to the conditions set forth in the Purchase Agreement. The Designated Purchaser does not agree to assume or agree to satisfy, discharge or perform when due (and shall not be deemed to have assumed or agreed to satisfy, discharge or perform) any of the Excluded Liabilities.

Section 3. No Representations and Warranties. The Sellers does not make any representation or warranty, whether express or implied, herein with respect to the Acquired Assets (including the Designated Purchaser Acquired Assets) or the Assumed Liabilities (including the Designated Purchaser Assumed Liabilities). Nothing contained in this Section 3 shall limit any representation or warranty contained in the Purchase Agreement.

Section 4. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Purchaser and the Sellers and their respective successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon any other Person any legal or equitable right, remedy, claim, reimbursement or cause of action of any nature whatsoever under or by reason of this Agreement.

Section 5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Section 6. Subject to Purchase Agreement. The scope, nature, and extent of the Acquired Assets (including the Designated Purchaser Acquired Assets) and Assumed Liabilities (including the Designated Purchaser Assumed Liabilities) are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any inconsistency between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, conditions and

indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

Section 7. Governing Law. This Agreement, and all Actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, and enforced in accordance with, the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any borrowing statute or applicable principles of conflicts of law to the extent that the application of the laws (including statutes of limitation) of another jurisdiction (whether of the State of Delaware or any other jurisdiction) would be required thereby.

Section 8. Submission to Jurisdiction. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. To the extent the Bankruptcy Court declines, or is otherwise unable to, exercise jurisdiction, then the Parties agree that the state or federal courts in the County of New Castle, State of Delaware, shall have jurisdiction.

Section 9. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE PURCHASE AGREEMENT. EACH PARTY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE PURCHASE AGREEMENT AND THE OTHER ANCILLARY DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 9 AND IN SECTION 9.9(C) OF THE PURCHASE AGREEMENT.

Section 10. Absolute Transfer. The Parties intend that the transfers effected by this Agreement shall constitute absolute and unconditional transfers.

Section 11. Further Assurances. Subject to applicable Laws, each Party shall, and shall cause its respective subsidiaries to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer or assumption reasonably requested by the other Party and necessary for the requesting Party to satisfy its obligations hereunder or to obtain the benefits of the Transactions.

Section 12. Entire Agreement. This Agreement, the Purchase Agreement and the other Ancillary Documents contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties.

Section 13. Amendment, Waiver and Termination. This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each Party.

Section 14. Purchase Agreement Controls. In the event that a provision of this Agreement is inconsistent with, conflicts with or contradicts any term of the Purchase Agreement, the terms of the Purchase Agreement will prevail.

Section 15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different Parties in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

SELLERS:

ZYMERGEN INC.

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

LODO THERAPEUTICS CORPORATION

By: _____
Name: Celeste Ferber
Title: President

ENEVOLV, INC.

By: _____
Name: Celeste Ferber
Title: President

GENESIS ACQUISITION SUB, LLC

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal, Zymergen Inc., Managing member

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

DESIGNATED PURCHASER:

[●]

By:_____
Name: [●]
Title: [●]

Exhibit C

Form of Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of [●] (this "**Agreement**"), is entered into by and among Zymergen Inc., a Delaware corporation, Lodo Therapeutics Corporation, a Delaware corporation, enEvolv, Inc., a Delaware corporation, Genesis Acquisition Sub, LLC, a Delaware limited liability company (together, the "**Sellers**"), and [●], a Delaware corporation (the "**Designated Purchaser**"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Ginkgo Bioworks, Inc., a Delaware corporation and the Sellers have entered into that certain Asset Purchase Agreement, dated as of October 3, 2023 (the "**Purchase Agreement**"), pursuant to which the Purchaser (or any Affiliates of the Purchaser that have been properly designated by the Purchaser in accordance with Section 1.9 of the Purchase Agreement) will acquire, among other things, all of right, title and interest of the Sellers in, to and under the Seller Intellectual Property and Licensed IP; and

WHEREAS, pursuant to that certain Notice of Designation of Alternative Purchaser, dated as of [●] (the "**Notice of Designation of Alternative Purchaser**"), the Designated Purchaser was properly designated by the Purchaser in accordance with Section 1.9 of the Purchase Agreement to (i) exercise the Purchaser's right under Section 1.1(a) of the Purchase Agreement to purchase, acquire and accept at the Closing all of Seller Intellectual Property and Licensed IP listed, described or otherwise identified on Schedule 1 thereto (such Intellectual Property the "**Acquired Intellectual Property**" and such Licensed IP, the "**Acquired Licensed IP**"), together with all of the Purchaser's other rights under the Purchase Agreement in respect thereof and (ii) otherwise honor the Purchaser's obligations at the Closing as contemplated by Section 1.9 of the Purchase Agreement; and

WHEREAS, the Sellers and the Designated Purchaser now desire to carry out the intent and purpose of the Purchase Agreement by the Sellers' and the Designated Purchaser's execution and delivery of this Agreement evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Designated Purchaser of the Sellers' right, title and interest in, to and under the Acquired Seller Intellectual Property and Acquired Licensed IP.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, in the Purchase Agreement and in the other Ancillary Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Assignment of Acquired Seller Intellectual Property. Effective as of the Closing, the Sellers hereby irrevocably sell, transfer, assign, convey and deliver to the Designated Purchaser, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Acquired Seller Intellectual Property, including (a) any and all non-registered Intellectual Property Rights contained therein, including but not limited to any and

all non-registered Intellectual Property Rights in and to the Technology, (b) all rights to sue for and recover and retain damages for present, past and future infringement, misappropriation or other violation thereof, (c) the Registered Intellectual Property set forth on Schedule 1 of the Notice of Designation of Alternative Purchaser (d) the exclusive right to apply for and maintain the Acquired Seller Intellectual Property, (e) all common law rights in and to the Acquired Seller Intellectual Property, and (f) all goodwill associated with the Acquired Seller Intellectual Property. Effective as of the Closing, the Designated Purchaser hereby purchases, accepts and acquires from the Sellers, as applicable, free and clear of any and all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under the Acquired Seller Intellectual Property.

Section 2. Assignment of Acquired Licensed IP. Effective as of the Closing, the Sellers hereby irrevocably transfer, assign, convey and deliver to the Designated Purchaser all of the Sellers' right, title and interest in, to and under all of the Acquired Licensed IP to the fullest extent assignable. Effective as of the Closing, the Designated Purchaser hereby accepts from the Sellers the transfer and assignment of the Acquired Licensed IP to the extent assignable.

Section 3. Recordation. The Sellers hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the Office of the Register of Copyrights of the United States, and any official of any other jurisdiction or organization whose duty is to issue any applicable Intellectual Property or any legal equivalent thereof, to record and register the Designated Purchaser as the assignee and owner of all right, title and interest in, to and under the applicable Acquired Seller Intellectual Property.

Section 4. Further Assurances. Upon the request of the Designated Purchaser, the Sellers shall promptly execute any other documents and take any other actions reasonably required to give the Designated Purchaser the full benefit of this Agreement, the Transactions and the assignments set forth in Section 1, including (i) any such documents required to perfect and record such assignments in any applicable filing jurisdictions and (ii) any third party consents required to enable the assignment of the Acquired Licensed IP if such rights are not assignable.

Section 5. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Designated Purchaser and the Sellers and their respective successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon any other Person any legal or equitable right, remedy, claim, reimbursement or cause of action of any nature whatsoever under or by reason of this Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Section 7. Subject to Purchase Agreement. The scope, nature, and extent of the Acquired Seller Intellectual Property and Acquired Licensed IP are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any inconsistency between the Purchase Agreement and

this Agreement, the provisions of the Purchase Agreement shall govern and control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, conditions and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

Section 8. Governing Law. This Agreement, and all Actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, and enforced in accordance with, the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any borrowing statute or applicable principles of conflicts of law to the extent that the application of the laws (including statutes of limitation) of another jurisdiction (whether of the State of Delaware or any other jurisdiction) would be required thereby.

Section 9. Submission to Jurisdiction. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. To the extent the Bankruptcy Court declines, or is otherwise unable to, exercise jurisdiction, then the Parties agree that the state or federal courts in the County of New Castle, State of Delaware, shall have jurisdiction.

Section 10. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE PURCHASE AGREEMENT. EACH PARTY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE PURCHASE AGREEMENT AND THE OTHER ANCILLARY DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 9 AND IN SECTION 9.9(C) OF THE PURCHASE AGREEMENT.

Section 11. Absolute Assignment. The Parties intend that the assignments effected by this Agreement shall constitute absolute and unconditional assignments.

Section 12. Entire Agreement. This Agreement, the Purchase Agreement and the other Ancillary Documents contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties.

Section 13. Amendment, Waiver and Termination. This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each Party.

Section 14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different Parties in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

SELLERS:

ZYMERGEN INC.

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

LODO THERAPEUTICS CORPORATION

By: _____
Name: Celeste Ferber
Title: President

ENEVOLV, INC.

By: _____
Name: Celeste Ferber
Title: President

GENESIS ACQUISITION SUB, LLC

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal, Zymergen Inc., Managing member

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

DESIGNATED PURCHASER:

[●]

By:_____
Name: [●]
Title: [●]

Exhibit D
Form of Sale Order

[*See Attached*]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (KBO) (Jointly Administered) **Re: D.I. 5**

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (II) APPROVING THE ASSET PURCHASE AGREEMENT AND (III) AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion, dated October 3, 2023 [D.I. 5] (the "**Motion**"), of the above-captioned Debtors and Debtors in possession (the "**Debtors**") for the entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 1005, 2002, 6004, 6006, 9007, 9014 and 9019 and Local Rules 2002-1, 6004-1 (i) approving the Asset Purchase Agreement by and between the Debtors and Ginkgo Bioworks, Inc. (together with its permitted designees, successors and permitted assigns in accordance with the APA, the "**Purchaser**"), dated October 3, 2023, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of November 17, 2023, and the Amended and Restated Asset Purchase Agreement, dated as of December [19], 2023 (as amended, substantially in the form attached hereto as **Exhibit A**, the "**APA**"),[2] whereby the Debtors have agreed to sell (the "**Sale**"), and Purchaser has agreed to acquire, certain of the

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA.

Debtors' assets (collectively, and as specifically set forth and defined in the APA, the "**Acquired Assets**") other than the Excluded Assets, and the Debtors have agreed to transfer and Purchaser has agreed to assume certain of the Debtors' liabilities (collectively, and specifically set forth and defined in the APA, the "**Assumed Liabilities**") (collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of these chapter 11 cases (the "**Cases**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and

rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting certain related relief on November 20, 2023 [D.I. 194] (the "**Bidding Procedures Order**"); and an auction (the "**Auction**") having been held on December 13 and 14, 2023 in accordance with the Bidding Procedures Order; and Purchaser having been deemed one of the Successful Bidders (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Cases (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on December 19, 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the Sale Hearing; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. § 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding

pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rules 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Transactions, APA, Sale Hearing, Auction and the Cure Amounts

C. Actual written notice of the Sale Hearing, the terms and provisions of this Order, the Auction, the Motion and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities including to the following parties: (i) the office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to Purchaser), (iv) all known creditors, (v) any party that has asserted or that the Debtors believe may assert a lien in the Debtors' assets; (vi) all parties who have filed a notice of appearance and request for service of papers in the Cases pursuant to Bankruptcy Rule 2002; (vii) each of the Debtors' current landlords and each counterparty to the Debtors' Contracts (as defined in the APA); and (vii) the United States Internal Revenue Service (collectively, the "**Notice Parties**").

D. The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the relief requested in the Motion relating to the Sale in *The New York Times* on November 28, 2023 [D.I. 229].

E. Proper, timely, adequate and sufficient notice of the Motion, the terms and provisions of this Order and the Sale Hearing has been provided in accordance with section 102(1), 105(a), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 6004, and in

compliance with the Local Rules and the Bidding Procedures Order, including to the Notice Parties. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing, the APA, the Transactions or this Order is required. The disclosures made by the Debtors concerning the APA, the Auction, the Transactions, this Order and the Sale Hearing were good, complete and adequate.

F. In accordance with the Bidding Procedures Order, the Debtors have served a cure notice [D.I. 203] (the "**Cure Notice**") upon all executory contract and lease counterparties notifying such parties: (i) that the Debtors may seek to assume and assign certain contracts and leases on the Closing Date of the Sale or thereafter until the Designation Deadline as provided in the APA and (ii) of the proposed Cure Amounts. The service of such notices was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for such contracts and leases. Each of the contract and lease counterparties has had an opportunity to object to the Cure Amounts set forth in the Cure Notice.

Highest and Best Offer

G. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a marketing process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The Auction contemplated by the Bidding Procedures was held on December 13 and 14, 2023. At the conclusion of the Auction, Purchaser was selected as the Successful Bidder by the Debtors for the Acquired Assets, in consultation with counsel to the Committee. The process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase all of the Acquired Assets and assume all of the Assumed Liabilities.

H. The Acquired Assets were adequately marketed by the Debtors, the consideration provided by Purchaser under the APA constitutes or provides the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the sale of all Acquired Assets, the assumption of all Assumed Liabilities, and the performance of the other covenants set forth in the APA, and the Transactions will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' business judgment.

I. Approval of the Motion and the APA and the consummation of the Transactions contemplated thereby is in the best interests of the Debtors, their respective creditors, estates and other parties in interest and there is substantial risk of deterioration of the value of the Acquired Assets if the Sale is not consummated quickly. The Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Transactions and the performance of its obligations under the APA.

J. The consummation of the Transactions outside a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to Purchaser's consummation of the Transactions.

Good Faith of Purchaser

L. The APA and the Transactions contemplated thereunder were proposed, negotiated and entered into by and between the Debtors, on the one hand, and Purchaser, on the other hand, without collusion or fraud of any kind, in good faith and at arm's length.

M. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2) of Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the APA.

N. The APA was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person, and the consideration to be paid was not controlled by any agreement among bidders.

No Fraudulent Transfer

O. The consideration provided by Purchaser pursuant to the APA for the Transactions, including its purchase of all Acquired Assets and the assumption of all Assumed Liabilities and the performance of the covenants contained in the APA, constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

P. There has been no showing that any of the Debtors or Purchaser (i) has entered into the APA or proposes to consummate the Transactions for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors or (ii) is entering into the APA or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, (i) the Purchaser and its affiliates, present officers, directors, partners, shareholders

and their respective heirs, successors and assigns (each such entity individually and taken together, the "**Purchaser Group**") is not a continuation of the Debtors or their estates, there is no continuity between Purchaser and the Debtors, there is not substantial continuity between Purchaser and the Debtors, there is no common identity between the Debtors and Purchaser, there is no continuity of enterprise between the Debtors and Purchaser, Purchaser is not a mere continuation of the Debtors or their estates, and Purchaser does not constitute a successor to the Debtors or their estates, (ii) Purchaser is not holding itself out to the public as a continuation of the Debtors or their estates and (iii) the Transactions do not amount to a consolidation, merger or *de facto* merger of Purchaser and the Debtors and/or the Debtors' estate.

Validity of Transfer

R. The Debtors have authorized the execution and delivery of the APA, the sale of all Acquired Assets to Purchaser, the assumption of all Assumed Liabilities by Purchaser and each of the other Transactions. The Debtors (i) have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Transactions and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Transactions, and no further consents or approvals are required for the Debtors to consummate the Transactions contemplated by the APA, except as otherwise set forth therein.

S. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Liabilities of the Debtors or any other Adverse Interests against the Debtors or their property, including the liabilities of the Debtors specifically excluded under the APA (the "**Excluded Liabilities**"), and Purchaser and its successors and assigns are released from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to

the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

T. The consummation of the Sale and the other Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(b)(1) and 365(f)(2) of the Bankruptcy Code, and with respect to Assigned Contracts (as defined herein), all of the applicable requirements of such sections have been or will be complied with in respect of the Transactions as of the effective date of assignment.

U. The Acquired Assets constitute property of the Debtors' estates and title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date or such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests.

Section 363 Is Satisfied

V. Entry into the APA and consummation of the Transactions contemplated thereby constitute the exercise of the Debtors' sound business judgment consistent with its fiduciary duties and such acts are in the best interests of the Debtors, their creditors, their estates and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business reasons and justifications and (ii) compelling circumstances for the sale of the Acquired Assets to Purchaser pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transactions are not consummated quickly; (ii) the APA constitutes the highest and best offer for the Acquired Assets;

(iii) the APA and the consummation of the Transactions contemplated thereby present the best opportunity to realize the value of the Acquired Assets and avoid decline and devaluation of the Acquired Assets; and (iv) unless the sale of the Acquired Assets is consummated expeditiously as provided for in the Motion and pursuant to the APA, creditors' recoveries may be diminished.

W. The Debtors may sell and assign the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests, and the Transactions will not subject Purchaser or any of Purchaser's assets to any liability for any Adverse Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), because, with respect to each creditor asserting an Adverse Interest, one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests who did not object or who withdrew their objections to the Sale or the Transactions are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Adverse Interests are adequately protected — thus satisfying section 363(e) of the Bankruptcy Code — by having their Adverse Interests, if any, attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such Adverse Interest holder had before the Sale, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective

transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests. A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

Z. The assumption and assignment of the Assigned Contracts (as defined below) pursuant to the terms of the Bidding Procedures Order, this Order and the APA are integral to the APA, are in the best interests of the Debtors and their estates, creditors and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met or will meet all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors and/or Purchaser, as applicable under the APA, have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date of the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default existing prior to the date of the Closing under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

BB. Purchaser has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full

force and effect for the benefit of, Purchaser, notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

CC. No default exists in the Debtors' performance under the Assigned Contracts as of the date of the Closing other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

DD. Good and sufficient reasons for approval of the APA have been articulated by the Debtors. The Debtors have demonstrated compelling circumstances for the Sale outside (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a plan of reorganization or liquidation (as the case may be), by demonstrating that, among other things, the immediate consummation of the Sale is necessary and appropriate to preserve and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets and preserve the viability of the businesses to which the Acquired Assets relate, it is critical that the Transactions close within the time constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 4001, 6004, and 6006.

EE. The Transactions are in the best interests of the Debtors, their estates, creditors, interest holders and all other parties in interest in the Cases.

No *Sub Rosa* Plan

FF. Entry into the Transactions neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan of reorganization for the Debtors. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA. Entry into the APA does not constitute a *sub rosa* chapter 11 plan.

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved, subject to the terms and conditions set forth herein. The Sale and the other Transactions contemplated by the APA are approved.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion are deemed to consent to the relief sought therein, including all non-Debtor parties to the Debtors' Contracts.

3. Findings of fact and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

4. Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

6. The Debtors are authorized to (i) take any and all actions necessary or appropriate to perform, consummate, implement and fully close the Transactions in accordance with the terms and conditions set forth in the APA and this Order, and (ii) to assume and assign any and all Assigned Contracts as and when provided in the APA.

7. All persons and entities are prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the Transactions, including the ability of the Debtors to transfer the Acquired Assets to Purchaser in accordance with the APA and this Order.

8. All amounts, if any, to be paid by the Debtors to Purchaser pursuant to the APA, including any allowed claims for breach thereof, shall (i) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) be protected as provided in the APA and the Bidding Procedures Order, (iii) not be altered, amended, discharged or affected by any plan proposed or confirmed in the Cases without the prior written consent of Purchaser and (iv) be due and payable if and when any of the Debtors' obligations arise under the APA without further order of the Court.

9. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Order and the Transactions.

10. Nothing contained in any chapter 11 plan confirmed in these Cases, the order confirming any such chapter 11 plan, or any other order entered in these Cases, shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to

consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

12. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of the Cases.

13. Upon Closing, this Order shall be construed and shall constitute, for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets to the Purchaser under the APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser.

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of

[3] The "**Post-Closing Assumption and Assignment Procedures**" shall mean those procedures for assumption and assignment of Debtors' Contracts described in Paragraphs 28 to 36 of this Order.

some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

15. This Order (i) shall be effective as a determination that, as of the Closing, no Adverse Interests other than Assumed Liabilities will be assertable against Purchaser or any of its respective assets (including the Acquired Assets), (ii) shall be effective as a determination that, as of the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein) (a) the Acquired Assets shall have been transferred to Purchaser free and clear of all Adverse Interests and (b) the conveyances described herein have been effected, and (iii) is and shall be binding upon entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities are authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions.

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtors, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtors prior to

the Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided*, *however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

17. Other than in the ordinary course of business, the Debtors shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability, in each case without the prior written consent of Purchaser. Purchaser shall have standing in the Cases to object to the validity, amount, or priority of any claim against the Debtors to the extent it would otherwise constitute an Assumed Liability, and the Court will retain the right to hear and determine such objections.

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract,

subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

19. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Adverse Interests against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Transactions in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Adverse Interests that the person or entity has with respect to such Acquired Assets, then only with regard to the Acquired Assets that are purchased by Purchaser pursuant to the APA and this Order, (i) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (ii) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Adverse Interests against the Purchaser Group and the applicable Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, and all such Permits are deemed to have been transferred to the Purchaser as of the Closing. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable

assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. Except as expressly provided in the APA with respect to Assumed Liabilities, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall have no liability whatsoever as a result of the

consummation of the transaction contemplated hereby with respect to the Debtors' (or their predecessors or affiliates) respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described below, "**Successor or Transferee Liability**") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of labor law, employment law, ERISA and benefits law, antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets or the Business prior to the Closing or such later time as Purchaser is assigned and assumes any Assigned Contract. Further, except to the extent expressly included in the Assumed Liabilities, Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act or any foreign, federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary,

plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff (other than rights of setoff that were asserted prior to the Petition Date) or right of subrogation of any kind; (e) commencing or continuing any Action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (f) to the extent provided in section 525 of the Bankruptcy Code, revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined 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 shall not affect the validity of the Transactions (including the assumption

and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

26. There has been no showing that the Debtors or Purchaser engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

27. The consideration provided by Purchaser for the Acquired Assets under the APA is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section 1.5 of the APA, Purchaser provided to the Debtors and the Debtors included on the Cure Notice filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**"), the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, is permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph 20(a) through (e) of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class

mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

29. Pursuant to Section 1.5(d) of the APA, from and after the Closing until the date that is thirty (30) days after the Closing (or such longer period as may been agreed between the Purchaser and the counterparty of the applicable Contract) (such date, the "**Designation Deadline**"), Purchaser may provide written notice to the Debtors (and the Debtors shall provide such notice to the affected landlords or counterparties within three (3) Business Days of receiving such notice from Purchaser, which notice the Debtors agree to provide) designating certain Debtors' Contracts for assumption by the Debtors and assignment to Purchaser (together with the Contracts included in the final Assigned Contract List filed with the Court, each, an "**Assigned Contract**").

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section 1.5 of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the cases of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume

or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

31. Subject to the payment of the Cure Amounts, the Debtors are authorized at the Closing Date (or thereafter as of the filing of an Assumption Notice for any Assigned Contract) to assume and assign each of the Assigned Contracts in accordance with the APA and this Order to Purchaser free and clear, to the maximum extent permitted by law, of all Adverse Interests pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser. The payment of the applicable Cure Amounts by Purchaser shall (i) effect a cure of all defaults existing thereunder as of the Closing (or thereafter for any Assigned Contract that is assumed and assigned post-Closing, subject to the Post-Closing Assumption and Assignment Procedures described herein), (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default and (iii) together with the assumption of the Assigned Contracts by the Debtors and the assignment of such Assigned Contracts to Purchaser, constitute adequate assurance of future performance thereof. For purposes of this Order, "Cure Amounts" shall mean the applicable Cure Amounts set forth on the Cure Notice or an Assumption Notice, such other Cure Amounts as agreed, in writing, by the Debtors, the Purchaser and the counterparty to the applicable Assigned Contract, or as may be determined by this Court in accordance with Paragraph 20 of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein,

are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

32. Any provisions in any Assigned Contract (including any Assigned Contract that becomes such post-Closing subject to the Post-Closing Assumption and Assignment Procedures described herein) that prohibit or condition the assignment of such Assigned Contract or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Assigned Contracts in accordance with the APA but will be effective and binding upon the Purchaser Group with respect to any purported assignment for the remaining term of any Assumed Contract. Subject to the payment of the Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. Upon the Closing or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Debtors' Contracts, and such Assumed Debtors' Contracts shall remain in full force and effect for the benefit of Purchaser. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and

interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

33. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the Closing or the transfer of the Acquired Assets, including any breach related to or arising out of a change-in-control in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (ii) asserting against Purchaser (or its property, including the Acquired Assets) any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the transfer of the Acquired Assets, except for the Assumed Liabilities, *provided*, *however*, and notwithstanding anything to the contrary in the Bidding Procedures Order, this Order, the Motion or the APA, Purchaser shall be responsible for continuing obligations under the Assigned Contracts, *cum onere*, including, without limitation, liabilities for any breach of such Assigned Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease

of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

34. Upon the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract), Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and shall pay all outstanding undisputed Cure Amounts with respect thereto, and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts from and after such assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to Purchaser or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section 1.5(d) of the APA, provided, that, Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such

Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

36. In the event Purchaser has not provided a written designation to assume and assign or reject any Open Contract by the Designation Deadline, then such Contract shall be deemed to be an Excluded Contract, and no Debtor shall have any obligation to assign such Open Contract to Purchaser.

Post-Closing Assumption and Assignment Procedures

37. In the case of any Debtor's Contracts that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline pursuant to Section 1.5(d) of the APA, within three (3) Business Days following receipt of a notification by Purchaser that a Contract is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' assumption and assignment of such Contract (such notice, an "**Assumption Notice**"), substantially in the form attached as Exhibit 4 to the Bidding Procedures Order. The assumption and assignment of each such Contract shall be effective as of the date of the filing of the applicable Assumption Notice without any further order of the Court, with objections to the applicable cure amount, if any, to be resolved thereafter as set forth below.

38. The Debtors will serve such Assumption Notice via first class mail, and provide a copy of the same to the Purchaser, to (i) all Non-Debtor counterparties to such Contract to be assumed or assigned by the Debtors, (ii) the Office of the United States Trustee and (iii) counsel to the Committee (the "**Assumption Notice Parties**").

39. The Assumption Notice will set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Contract that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name

and address of the affected counterparties or landlords (and their counsel, if known), (iii) a description of the deadlines and procedures for filing objections to the Assumption Notice (as set forth below), and (iv) the proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course.

40. A party in interest may object to an Assumption Notice solely with respect to the cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than fourteen (14) days after the date the Debtors served the applicable Assumption Notice.

41. If no timely permitted objection is filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract shall be deemed to have consented to the Cure Amount set forth in such Assumption Notice. If a timely permitted objection is properly filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. Upon entry of an order by the Court resolving such objection or the resolution of such objection by agreement among the parties, any Contract or Lease set forth in an Assumption Notice shall be deemed assumed and assigned as of the date of the filing of the applicable Assumption Notice, subject to the payment of the Cure Amount.

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their past, present and future subsidiaries, and their respective agents, solely in their capacity as such, and, in each case, their successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its affiliates and related parties and,

in each case, its and their respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, in each case, solely in their respective capacities as such (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution (collectively, "**Claims**"), which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or relating to the negotiation, documentation, performance or consummation of the APA and the Sale, or any Ancillary Documents, except for Claims related to any act or omission that constitutes intentional fraud occurring on or after the Petition Date, *provided*, *however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order or the APA or any Ancillary Documents. For the avoidance of doubt, nothing in this Sale Order shall be deemed to release or impair, alter, modify, diminish, prohibit, bar, restrain, enjoin, release, reduce or eliminate in any way any Claims, causes of action or

defenses of Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew Ocko, Sandra Peterson, Zachariah Serber, and Rohit Sharma (collectively, the "Former Directors") or Enakshi Singh ("Singh") in any existing or future litigation, investigation or other proceeding that relates in any way to any services provided by the Former Directors or Singh to any Debtor (a "Former Director/Officer Proceeding"), including but not limited to any Claims of the Former Directors or Singh against any of the Debtors' insurance policies in connection with a Former Director/Officer Proceeding, and nothing in this Sale Order shall impair, affect or waive the Debtors', their estates', or any liquidation trust's rights with respect to any such Claims, causes of action or defenses.

43. Upon the Closing, (i) all of Purchaser's Claims against the Debtors shall be subordinated to all claims designated as Class 3 claims under the Debtors' *Joint Chapter 11 Plan of Liquidation* [D.I. 27], as may be amended, modified or supplemented (other than to the extent such amendments, modifications or supplements would expand or otherwise modify the scope of claims designated as Class 3 claims, in which case, Purchaser's consent shall be required prior to such subordination), and (ii) the Purchaser shall release all Claims against the former directors and officers of each Debtor.

44. The Acquired Assets shall include all estate Claims (i) against the Purchaser Released Parties (except for Claims related to any act or omission that constitutes intentional fraud occurring on or after the Petition Date), (ii) against vendors, customers or suppliers with whom the Purchaser continues to conduct business in regard to the Acquired Assets or Assumed Liabilities after the Closing, (iii) against any counterparty under any Assigned Contract (as defined in the APA) arising out of such Assigned Contract, and (iv) arising from any warranty, guaranty, indemnity or other contractual, statutory or common law right in regard to the Acquired Assets or

the Assumed Liabilities, provided that, in respect of Claims under clauses (i), (ii) and (iii), the Purchaser shall not prosecute or seek recovery for any transfer that may be avoided under sections 544, 545, 547, 549, or 553(b) of the Bankruptcy Code. For the avoidance of doubt, notwithstanding anything to the contrary in this Sale Order, the Acquired Assets shall not include, and nothing in this Sale Order shall be deemed to release, remise, acquit or discharge Claims against (i) directors and officers of the Debtors who served prior to October 19, 2022, including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E. Peterson, Zach Serber, and Rohibit Sharma, or (ii) any current or former insurers of the Debtors or any insurance policies of the Debtors (or rights to proceeds thereunder).

45. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court. Nothing in this paragraph 45 shall be construed to limit Purchaser's rights pursuant to the APA.

46. At any time prior to the Closing, the Debtors or Purchaser may terminate the APA pursuant to the terms thereof without penalty or liability to the Purchaser or Debtors (or their estates), except as set forth in the APA.

47. The failure specifically to mention any particular provisions of the APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision; it being the intent of this Court, the Debtors and the Purchaser that the APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order and the APA.

48. From time to time, as and when requested, all parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may deem reasonably necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, or confirm or record or otherwise in the Purchaser its right, title and interest in the Acquired Assets.

49. To the extent this Sale Order is inconsistent with any prior order or pleading in the above-captioned case, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the APA (including all ancillary documents executed in connection therewith) or the Bidding Procedures Order, the terms of this Sale Order shall govern.

50. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow Purchaser to deliver any notice provided for in the APA and allow Purchaser to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof. Purchaser shall not be required to seek or obtain any further relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other sale-related document.

51. All persons, all Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Adverse Interests, based upon or arising out of the Excluded Liabilities are hereby barred and estopped from taking any action against Purchaser or the Acquired Assets to recover property on account of any Adverse Interests or on account of any Liabilities of the Debtors other than Assumed Liabilities pursuant to the APA. All persons holding or asserting any Adverse Interests with respect to the Excluded Assets are hereby enjoined from

asserting or prosecuting such Adverse Interests against Purchaser or the Acquired Assets for any Liability whatsoever associated with the Excluded Assets.

52. Until the earlier of (i) the entry of a final order authorizing the destruction, abandonment, or other disposition of the Potentially Relevant Books and Records (defined below) by the Court or another court of competent jurisdiction, *provided that* the lead plaintiff in the securities class action pending in the United States District Court for the Northern District of California under the caption, *Biao Wang, Individually and on Behalf of All Others Similarly Situated, Plaintiff v. Zymergen Inc. et al., Defendant*, Case No. 21-cv-06028 (the "Securities Litigation"), is given notice and an opportunity to object with respect to such order; (ii) entry of a final judgment, including after the final resolution of any appeal, or settlement in the Securities Litigation, (iii) the date Potentially Relevant Books and Records (defined below) that were not previously produced in the Securities Litigation in native format are provided to counsel for the lead plaintiff in the Securities Litigation ("Plaintiff's Counsel") in original or native version (to the extent such records currently exist in that format), or (iv) the receipt of Plaintiff's Counsel's affirmative written consent (e-mail being sufficient), the Debtors or any liquidation trust established under the Debtors' proposed *Joint Chapter 11 Plan of Liquidation* (as may be amended, supplemented and modified), as transferee of the Debtors' books, records, documents, files, electronic data, or any tangible materials potentially relevant to the Securities Litigation (collectively, the "Potentially Relevant Books and Records"), shall preserve and take reasonable measures to preserve – in an accessible native format (to the extent such records currently exist in that format) – the Potentially Relevant Books and Records, and shall not alter, destroy, abandon, or otherwise render unavailable any Potentially Relevant Books and Records.

53. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests shall be self-executing, and neither the Debtors nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

54. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are parties or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale. This Court retains jurisdiction to (a) compel consummation of the Transactions, including delivery of the Acquired Assets, (b) protect the Purchaser Group and its assets, including the Acquired Assets, against any Adverse Interests and Successor and Transferee Liability and (c) to enter orders, as appropriate, pursuant to sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Acquired Assets and the Assigned Contracts to Purchaser. This Court retains jurisdiction to adjudicate disputes between Purchaser and holders of claims related to the Assumed Liabilities regarding the Assumed Liabilities.

55. The Asset Purchase Agreement between Solvay and Zymergen dated March 31, 2023, (the "Solvay Agreement") has been designated as a potentially assumed contract under the Designation Procedures within the Bidding Procedures Order. Pursuant to the Bidding Procedures, the Buyer has thirty (30) days after the Closing of the Sale to assume the Solvay Agreement. In

the event that the Buyer does not designate the Solvay Agreement as an assumed contract, Solvay elects to retain its licensed rights under the Solvay Agreement subject to and in accordance with Section 365(n) of the Bankruptcy Code.

56. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in these Cases (including any order entered after any conversion of these Cases to cases under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing any matter in the Cases) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

57. The Transactions contemplated hereunder shall not be affected by any bulk sales laws.

58. Nothing in this Order shall constitute, pursuant to section 1146(a) of the Bankruptcy Code, the grant of a tax exemption under a plan confirmed under section 1129 or 1191.

59. Notwithstanding anything in this Order to the contrary, this Order does not authorize any payments or obligations subject to section 503(c) of the Bankruptcy Code.

60. Notwithstanding the possible applicability of Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 and 9014 or otherwise, this Order shall not be stayed, the terms and conditions of this Order shall be effective immediately upon entry and the Debtors and Purchaser are authorized to close the sale immediately upon entry of this Order.

61. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

EXHIBIT A

Asset Purchase Agreement

Exhibit E

Amendment No. 1 to Asset Purchase Agreement

[*See Attached*]

AMENDMENT NO. 1
TO THE
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (this "**Amendment**") to the Asset Purchase Agreement, dated as of October 3, 2023 (the "**Asset Purchase Agreement**"), by and among Zymergen Inc., a Delaware corporation, Lodo Therapeutics Corporation, a Delaware corporation, enEvolv, Inc., a Delaware corporation, and Genesis Acquisition Sub LLC, a Delaware limited liability company (each in its capacity as debtor and debtor in possession, and collectively the "**Sellers**" and each individually, a "**Seller**"), and Ginkgo Bioworks, Inc., a Delaware corporation (the "**Purchaser**" and, together with the Sellers, the "**Parties**"), is made by and among the Sellers and the Purchaser as of November 17, 2023. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, on October 3, 2023, the Sellers filed voluntary petitions for relief commencing cases (collectively, the "**Chapter 11 Case**") under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware;

WHEREAS, in connection with the Chapter 11 Case, the Sellers, the Purchaser, and the Official Committee Of Unsecured Creditors of Zymergen Inc. (the "**Committee**"), *et. al.* have entered into that certain Zymergen – Global Settlement Agreement Term Sheet, dated as of November 14, 2023, by and among the Purchaser, the Committee and the Sellers, which provides, among other things, for the Asset Purchase Agreement to be modified as described therein;

WHEREAS, pursuant to Section 9.11 of the Asset Purchase Agreement, any provision of the Asset Purchase Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the party against whom the waiver is to be effective; and

WHEREAS, pursuant to Section 9.11 of the Asset Purchase Agreement, the Parties desire to amend the Asset Purchase Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Amendment.

(a) Section 1.1(g) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"all Claims available to the Sellers (i) against the Purchaser Released Parties (except for Claims related to any act or omission of the Purchaser Related Parties that constitutes intentional fraud occurring on or after the Petition Date), (ii) against those with whom the Purchaser continues to conduct business in regard to the Acquired Assets or Assumed Liabilities after the Closing, (iii) against any counterparty under any Assigned Contract arising out of such

Assigned Contract, and (iv) arising from any warranty, guaranty, indemnity or other contractual, statutory or common law right in regard to the Acquired Assets or the Assumed Liabilities; *provided*, that in respect of Claims under clauses (i), (ii) and (iii), the Purchaser shall not prosecute or seek recovery for any transfer that may be avoided under sections 544, 545, 547, 549, or 553(b) of the Bankruptcy Code other than as a defense (to the extent permitted under applicable Law) against, or to assert a right of setoff or recoupment to, any claim or cause of action raised in respect of Claims under clauses (i), (ii) and (iii) (excluding all claims or causes of action of the Sellers set forth in Schedule 1.2(a));"

(b) Section 1.1(i) of the Asset Purchase Agreement is hereby modified as set forth below, and the existing Section 1.1(i) of the Asset Purchase Agreement is hereby renumbered as Section 1.1(j) of the Asset Purchase Agreement:

"The Stanford Lease, as the same shall be modified in accordance with that certain Letter of Intent for Lease Assignment, dated as of November 10, 2023, by and between the Purchaser and LPC Stanford, LLC (such amendment, the "**Stanford Amendment**"), so long as the Stanford Amendment does not result in (x) claims being asserted by the lessor against the Sellers or (y) lessor drawing on the letter of credit securing obligations under the Stanford Lease; *provided* that the Purchaser shall not be entitled to designate such lease as an Excluded Asset; *provided further* that the Sellers shall cooperate with the Purchasers in documenting the Stanford Amendment;"

(c) Section 1.6(a)(i) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"$7,500,000 in cash (the "Purchase Price"); and"

(d) The first sentence of Section 1.6(b) of the Asset Purchase Agreement is hereby amended and restated as follows:

"The Purchaser shall deposit into an account (the "**Escrow**") maintained by an escrow holder identified and established by the Sellers (the "**Escrow Holder**"), in immediately available funds by wire transfer in an aggregate amount equal to $750,000 (the "**Deposit**") as soon as reasonably practicable; *provided*, that the Purchaser, prior to November 14, 2023, has deposited $500,000 of such amount."

(e) Section 2.2(c) of the Asset Purchase Agreement is hereby deleted in its entirety.

(f) Section 5.1(a)(xiii) of the Asset Purchase Agreement is hereby amended and restated as follows:

"fail to timely pay Rent (as defined in the Stanford Lease); or"

(g) Section 7.1 of the Asset Purchase Agreement is hereby amended and restated as follows:

"Conditions Precedent to Obligation of the Sellers and the Purchaser. The respective obligations of each Party to consummate the Transactions shall be subject to the

satisfaction at or prior to the Closing of the following conditions: (a) there shall not be in effect any Order by a Governmental Entity of competent jurisdiction restraining, enjoining or having the effect of making the transactions contemplated by this Agreement or the Ancillary Documents illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Documents, (b) no applicable Law shall have been enacted, entered, promulgated and remain in effect that prohibits or makes illegal the consummation of the transactions contemplated by this Agreement or the Ancillary Documents and (c) the Stanford Amendment, as applicable, shall provide that (i) the existing letter of credit securing obligations under the Stanford Lease shall be returned undrawn to the Sellers at or prior to Closing and (ii) the Sellers shall have no remaining reimbursement obligations under such letter of credit."

(h) The following is hereby inserted as a new Section 7.2(e) of the Asset Purchase Agreement:

"*Past Invoices*. The Purchaser shall have paid to the Sellers, in immediately available funds by wire transfer in an amount equal to $2,117,254.29, in full satisfaction of the amounts due and payable under the following invoices issued by the Sellers to the Purchaser prior to the date hereof: 22070, 22119, 22120, 22127, 22231 and 22273."

(i) The following is hereby inserted as a new Section 7.2(f) of the Asset Purchase Agreement:

"*Additional Invoices*.

(i) The Purchaser shall have paid to the Sellers all amounts due and payable under (1) any additional invoices under the Employee Leasing Agreement or the Use and Occupancy Agreement, dated as of October 31, 2022, by and between Zymergen, Inc. and the Purchaser, issued by the Sellers to the Purchaser prior to Closing, (2) any additional invoices issued by the Sellers to the Purchaser on account of restricted stock unit taxes paid by Zymergen Inc. for which it is entitled to reimbursement by the Purchaser under Zymergen Inc.'s and the Purchaser's arrangement and (3) the following invoices issued by the Sellers to the Purchaser prior to the date hereof: 22160, 22161, 22162, 22163, 22164, 22165, 22166 and 22176, in each of (1), (2) and (3), to the extent such amounts: (A) were invoiced at least five (5) Business Days prior to the Closing Date and (B) were not subject to a good faith dispute by the Purchaser; *provided*, that the Purchaser shall have paid any portion of such amounts not subject to a good faith dispute by the Purchaser; *provided*, *further*, that the Purchaser's obligation under this Section 7.2(f) shall be conditioned on (x) the Sellers having delivered such invoices to the Purchaser within ten (10) Business Days following the end of each month other than the month in which Closing occurs and (y) in the case of the month in which the Closing Date occurs, solely to the extent such amounts were invoiced at least five (5) Business Days prior to the Closing as set forth in clause (A) of this Section 7.2(f)(i); *provided, further,* that, for the avoidance of doubt, the failure of the Sellers to deliver such invoices during the periods prescribed in this Section 7.2(f) shall not result in a waiver by the Sellers of such amounts and the Purchaser shall remain obligated to pay such amounts after the Closing Date; *provided, further*, that the obligations of the Sellers to consummate the Transactions shall not be subject to the Purchaser's payment of such amounts described in the immediately preceding proviso; and

(ii) The aggregate amount of payables not yet due and payable, as estimated in good faith by the Sellers in consultation with the Official Committee Of Unsecured Creditors of Zymergen Inc. (the **"Committee**"), shall not exceed $2,000,000."

(j) The following is hereby inserted as a new Section 7.3(h) of the Asset Purchase Agreement:

"*Committee Release.* Each member of the Committee as of the Closing Date, in their individual capacity, shall have agreed with the Purchaser to a mutual release of claims related to the Sellers (which shall include releases of their Affiliates and related parties)."

(k) The following is hereby inserted as a new Section 8.1(b)(xiv) of the Asset Purchase Agreement, the existing Section 8.1(b)(xiv) is renumbered as Section 8.1(b)(xv) of the Asset Purchase Agreement and the existing Section 8.1(b)(xv) is renumbered as Section 8.1(b)(xvi) of the Asset Purchase Agreement:

"(A) by the Purchaser, if the Zymergen – Global Settlement Agreement Term Sheet, dated as of November 14, 2023 (the "**Settlement Term Sheet**"), by and among the Purchaser, the Committee and the Sellers, is terminated for any reason other than if such termination results from: (i) a material breach of this Agreement by the Purchaser or (ii) the Purchaser's failure to timely make any payment that the Bankruptcy Court has determined is owed to the Sellers or (B) by the Sellers if the Committee exercises its right to terminate the Settlement Term Sheet, unless Purchaser elects to exercises its right pursuant to Section 8.3;"

(l) Section 8.2(b) of the Asset Purchase Agreement is hereby deleted in its entirety.

(m) Section 8.2(c) of the Asset Purchase Agreement is hereby deleted in its entirety.

(n) The following is hereby inserted as a new Section 8.3 of the Asset Purchase Agreement:

"Effect of Termination of Settlement Term Sheet. In the event that the Settlement Term Sheet is terminated for any reason other than if such termination results from a material breach of this Agreement by the Purchaser or the Purchaser's failure to timely make any payment that the Bankruptcy Court has determined is owed by the Purchaser to the Sellers, if the Purchaser does not exercise its termination rights pursuant to Section 8.1(xiv)(A), it may elect to have Amendment No. 1 to this Agreement, dated as of November 17, 2023, be unilaterally terminated and this Agreement shall be interpreted without giving effect to Amendment No. 1, *provided* that if Amendment No. 1 is terminated, the Purchaser shall have the right to submit any bid it chooses in accordance with the Bidding Procedures."

(o) Article X is hereby amended by adding the following definition thereto in appropriate alphabetical order:

""Claims" means any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent,

whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution."

""Excluded Directors and Officers" means all directors and officers of the Sellers who served prior to October 19, 2022, including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E. Peterson, Zach Serber, and Rohit Sharma.

""Purchaser Released Parties" means the Purchaser its Affiliates and related parties and, in each case, its and their respective predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees, in each case, solely in their respective capacities as such (except, in each case, the Sellers themselves and their past, present and future subsidiaries, and their respective agents, solely in their capacity as such, and, in each case, their successors and assigns); *provided* that, notwithstanding the foregoing, the following shall not be Purchaser Released Parties: (a) Excluded Directors and Officers and (b) any current or former insurers of the Sellers."

(p) Exhibit A of the Asset Purchase Agreement is hereby amended and restated in its entirety to be the form of Bidding Procedures Order and Bidding Procedures entered by the Bankruptcy Court with the consent of the Purchaser, the Sellers and the Committee.

(q) Exhibit D of the Asset Purchase Agreement is hereby amended and restated in its entirety to be the form of Sale Order attached as an exhibit to the Bidding Procedures Order with the consent of the Purchaser, the Sellers and the Committee.

(r) The list of Excluded Assets set forth in Schedule 1.2(a) of the Asset Purchase Agreement is hereby amended and restated in its entirety as set forth in Exhibit A hereto.

2. Amounts Payable. The Sellers represent and warrant, with the same effect as if such representation and warranty of the Sellers had been set forth in the Asset Purchase Agreement, that, other than as disclosed to the Committee and to the Purchaser in writing on or prior to November 14, 2023, to the Knowledge of the Sellers, there are no outstanding amounts payable under the contracts that, as of the date hereof, are Assigned Contracts.

3. References. Each reference in the Asset Purchase Agreement to "this Agreement", "hereof", "hereunder" and "herein" or words of similar import referring to the Asset Purchase Agreement shall mean and be a reference to the Asset Purchase Agreement as amended by this Amendment. Notwithstanding the foregoing, all references in the Asset Purchase Agreement and the Seller Disclosure Letter to "the date of this Agreement" shall refer to October 3, 2023. The Asset Purchase Agreement (including Article X thereof) shall be deemed to be amended to insert or delete all definitions and to update all Section references that are amended by this Amendment.

4. Effect of Amendment. Except as expressly set forth in this Amendment, all of the

terms and provisions of the Asset Purchase Agreement shall remain in full force and effect. This Amendment shall not constitute an amendment or waiver of any provision of the Asset Purchase Agreement not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any action on the part of either party hereto that would require an amendment, waiver or consent of such party except as expressly stated herein.

5. Miscellaneous. Article IX of the Asset Purchase Agreement (other than Section 9.1 and Section 9.2 thereof) are incorporated herein by reference and shall apply *mutatis mutandis* to this Amendment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Sellers and the Purchaser have caused this Amendment to be executed on their behalf as of the date first written above.

SELLERS:

Zymergen Inc.

By _____
Name: Celeste Ferber
Title: President and SVP, Legal

Lodo Therapeutics Corporation

By _____
Name: Celeste Ferber
Title: President

enEvolv, Inc.

By _____
Name: Celeste Ferber
Title: President

Genesis Acquisition Sub LLC

By _____
Name: Celeste Ferber
Title: President and SVP, Legal,
Zymergen Inc., Managing Member

PURCHASER:

Ginkgo Bioworks, Inc.

By _____
Name: Jason Kelly
Title: Chief Executive Officer

Exhibit A

Excluded Assets List

1. All cash and cash equivalents, including restricted cash.

2. All payments owed by the Purchaser or any of its Affiliates to the Sellers, whether billed or unbilled at the time of the Closing, under the Employee Leasing Agreement, Use and Occupancy Agreement for the Stanford Lease, Intercompany IP license agreement and any other agreement or arrangements between the Sellers and the Purchaser or its Affiliates, including on account of restricted stock unit taxes for which the Sellers are entitled to reimbursement.

3. EquipNet receivable associated with Phase 1 and Phase 2 Excluded Assets.

4. EquipNet Phase 3 excess equipment as mutually agreed upon among the Parties acting reasonably and all proceeds if not collected at time of Closing.

5. Any and all rights, whether billed or unbilled, for reimbursement or contribution under existing insurance policies of the Sellers, provided that any such rights for reimbursement or contribution that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset.

6. Any rights accruing under this Agreement and the Ancillary Agreements.

7. All books and records that (i) constitute privileged communications between the Sellers and Sellers' counsel or other professional advisors and (ii) relate solely and exclusively to Excluded Assets, other than pursuant to any common interest agreement to be entered into by the Parties.

8. All Contracts other than Assigned Contracts, if any.

9. Deposits held by the Sellers in connection with any Contracts that are not Assigned Contracts.

10. All Seller Plans.

11. Amounts invoiced that are outstanding as receivables as of the date hereof owed to Sellers under any agreements and arrangements of the Sellers (including the agreement by and between Lodo Therapeutics Corporation on the one hand and Genentech, Inc. and F. Hoffman-La Roche Ltd. on the other, dated as of April 20, 2018).

12. Approximately $800,000 due under the contract between Zymergen Inc. and Archer-Daniels-Midland Company for the bonus that was recognized as revenue in

December 2020.

13. The insurance policies described on Schedule 1.2(a)(i); provided that any rights of Purchaser or its Affiliates to coverage under a policy listed on Schedule 1.2(a)(i) (excluding the insurance policies described in the rows opposite "Directors & Officers Liability Run Off Policy") that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset, except to the extent insurance proceeds under such insurance policies are payable in respect of claims against the Sellers and not on the Acquired Assets.

14. Claims or causes of action against directors and officers of the Sellers who served prior to October 19, 2022. including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E Peterson, Zach Serber, and Rohit Sharma.

15. Claims or causes of action against any current or former insurers of the Sellers.

16. Claims or causes of actions described in Section 1.1(g) arising out of or relating to intentional fraud occurring on or after the Petition Date.

Exhibit F

Nitrogen Fixation Assets

[*See Attached*]

SCHEDULE A

I. ACQUIRED ASSETS

A. Defined Terms: The following terms shall have the corresponding meanings for purposes of Section I(B) of this **Schedule A**:

1. "**Intellectual Property**" means all intellectual property and other proprietary rights throughout the world, arising under statutory or common law, whether or not perfected, and in any media, form, manner or technology known or hereinafter become known, including but not limited to all: (a) inventions, improvements, innovations, concepts, discoveries, designs and other industrial property rights (whether or not patentable and/or registerable), (b) works of authorship (whether or not copyrightable), such as databases, libraries and documentation (whether or not registerable), (c) know-how, trade secrets and confidential information, and (d) any other intangible property, together with all rights in and to any of the foregoing subsections (a) through (d), including any applications, registrations and/or certificates covering or evidencing same.
2. "**Draft Applications**" means (a) the draft patent applications titled (i) "Host Cells for Enhanced Plant Growth" with Attorney Docket No.: ZYM-019PR/107586-5019, and (ii) "Host Cells for Enhanced Plant Growth" with Attorney Docket No.: ZYM-020PR/107586-5020, and (b) any other draft patent applications prepared by Sellers related to the Strains.
3. "**Nitrogen Fixation Assets**" has the meaning given to it in Section (I)B of this **Schedule A.**
4. "**Project Data**" means the Know-How, Research Project Information and Project Technology associated with the Strains (such as SOPs and technical documentation).
5. "**SRDCA**" means the *Amended & Restated Strategic Research and Development Collaboration Agreement* by and between Pivot Bio, Inc. and Zymergen Inc., dated September 9, 2021, as amended, and including any Project Annex thereunder, *provided that*, for the avoidance of doubt, the SRDCA shall be deemed to include the Original Agreement (as defined in the SRDCA).
6. "**Strains**" means the Interim Strains, Candidate Improved Strains and Zymergen Improved Strains developed pursuant to the Research Projects under the SRDCA, including any embodiments of any Strains.

7. "**Strains IP**" means all of Sellers' Intellectual Property in and to the Strains, including the Registered Intellectual Property listed on attached **Schedule D** to this Agreement and the Draft Applications.
8. All other capitalized terms used but not defined in this **Schedule A** shall have the meanings given to them in the SRDCA.

B. The Nitrogen Fixation Assets are, together:

1. The Strains;

2. the Strains IP;

3. the Project Data; and

4. any books, records, files, manuals, reports, documents and other materials (in any form or medium) owned or controlled by Sellers and related to the Research Projects.

SCHEDULE C

DEFINITIONS

In addition to the defined terms set forth in Section I(A) of **Schedule A** to the Agreement, as used in the Agreement, the following terms shall have the corresponding meanings:

1. *"**Acquired Assets**" means all right, title and interest of the Sellers in, to, and under the Nitrogen Fixation Assets;*
2. *"**Action**" means any action, suit, claim, complaint, litigation, investigation, audit, proceeding, arbitration or other similar dispute;*
3. *"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, the Purchaser and the Sellers shall not be deemed to be Affiliates of each other;*
4. *"**Assignment Agreement**" has the meaning given to it in Section 8(d) of the Agreement;*
5. *"**Assumed Liabilities**" has the meaning given to it in Section 5(a) of the Agreement;*
6. *"**Back-Up Bidder**" has the meaning set forth in the Bidding Procedures;*
7. ***"Bidding Procedures**" has the meaning set forth in the Bidding Procedures Order;*
8. *"**Bidding Procedures Order**" means the Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets; (B) Approving the Debtors' Entry into Stalking Horse Agreement and Related Bid Protections, et seq., entered by the Bankruptcy Court on November 20, 2023 [Docket No. 194];*
9. *"**Bill of Sale**" has the meaning given to it in Section 8(d) of the Agreement;*
10. *"**Business Day**" means any day, other than a Saturday, Sunday or any day which is a legal holiday under the laws of the State of Delaware or on which banking institutions located in the State of Delaware are authorized or required by applicable Law or other governmental action to close;*
11. *"**Closing**" has the meaning given to it in Section 6 of the Agreement;*
12. *"**Closing Date**" has the meaning given to it in Section 6 of the Agreement;*

13. *"**Contract**" means any agreement, commitment, promise, undertaking, contract, subcontract, purchase order, settlement agreement, lease, sublease, instrument, permit, concession, franchise, binding understanding, note, option, bond, mortgage, indenture, trust document, loan or credit agreement, license, sublicense, insurance policy or other legally binding commitment or instrument, whether written or oral;*
14. *"**Cross-License**" has the meaning given to it in Section 8(e) of the Agreement;*
15. *"**Encumbrance**" means any lien, pledge, hypothecation, mortgage, deed of trust, security interest, encumbrance, covenant, charge, claim, lease, sublease, option, right of first refusal, easement, servitude, restrictive covenant, encroachment, right of use or possession, right of way, encroachment, occupancy right, preemptive right, community property interest or restriction of any nature, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by law, Contract or otherwise;*
16. *"**Excluded Assets**" means **(a) Zymergen Background Technology, as that term is defined under the SRDCA, and (b)** any assets or properties of the Sellers other than the Acquired Assets;*
17. *"**Excluded Liabilities**" has the meaning given to it in Section 5(b) of the Agreement;*
18. *"**Good Faith Deposit**" has the meaning set forth in the Bidding Procedures Order;*
19. *"**Governmental Entity**" means any U.S. or non-U.S. governmental or regulatory authority, agency, commission, body, court or other legislative, executive, judicial, or administrative governmental entity at any level, or any agency, department or instrumentality thereof;*
20. *"**Intellectual Property**" has the meaning given to it in Section I(A) of **Schedule A** to the Agreement.*
21. *"**Knowledge of Sellers**" means the actual knowledge of each of Celeste Ferber, Clair Smith, John Schiffhauer and Amanda Treleaven.*
22. *"**Order**" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of, or entered, issued, made or rendered by, a Governmental Entity, or any settlement agreement entered in connection therewith;*
23. *"**Final Order**" means an Order of the Bankruptcy Court entered by the clerk of the Bankruptcy Court on the docket in the Chapter 11 Case which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, either (i) no stay of such Order shall be in effect, (ii) no motion or application for a stay of the Order shall be filed and pending or such motion or application shall have been denied, or (iii) if such a stay shall have been granted, then (x) the stay shall have been dissolved or (y) such Order*

of the Bankruptcy Court shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such Order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, shall not cause such Order not to be a Final Order;

24. *"**Outside Date**" has the meaning given it in Section 12(b) of the Agreement;*
25. *"**Person**" means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization;*
26. *"**Purchase Price**" has the meaning given to it in Section 3(a)(i) of the Agreement;*
27. *"**Purchase Price Allocation**" has the meaning given to it in Section 4 of the Agreement;*
28. *"**Registered Intellectual Property**" means the patent application described on Schedule D attached hereto.*
29. *"**Sale Order**" means an Order of the Bankruptcy Court reasonably acceptable to the Purchaser, authorizing and approving, among other matters,(i) the sale of the Acquired Assets to the Purchaser on the terms and conditions set forth in the Agreement, (ii) the termination of the SRDCA by mutual consent of the Purchaser and the Sellers and the waiver and release of any outstanding or future claims or obligations thereunder, and (iii) Purchaser's status as a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code;*
30. *"**SRDCA**" has the meaning given to it in Section I(A) of **Schedule A** to the Agreement;*
31. *"**Stalking Horse Agreement**" means that certain purchase agreement between the Sellers and Ginkgo Bioworks, Inc., dated as of October 3, 2023, as amended, modified or supplemented from time to time prior to the Closing.*
32. *"**Successful Bidder**" has the meaning set forth in the Bidding Procedures.*
33. ***"Third Party IP Purchaser(s)**" means any third party that purchases any Intellectual Property from Sellers other than the Strains IP; and*
34. *"**Third Party IP Sale Order**" means an Order of the Bankruptcy Court authorizing and approving the sale of Sellers' Intellectual Property, other than the Strains IP, to a Third Party IP Purchaser(s).*

SCHEDULE D

REGISTERED INTELLECTUAL PROPERTY

International Patent Application titled “Soil-Based Phenotypic Screening Assays,” filed on September 14, 2023, file reference No.: ZYM-021PC/107586

Schedule 1.1(b)

Assigned Contracts

1. The Stanford Lease.

Customer Contracts:

2. Master Contract Services Agreement, dated as of January 3, 2019, by and between Synlogic Operating Company, Inc. and enEvolv, Inc.

3. Drug Discovery Collaboration and License Agreement, dated as of April 20, 2018, by and between Lodo Therapeutics Corporation, Genentech, Inc. and F. Hoffmann-La Roche Ltd.

4. Master Equipment Purchase and Services Agreement, dated as of May 24, 2022, by and between Zymergen Inc. and Octant, Inc., including for the avoidance of doubt, all order forms thereunder.

5. Grant Agreement, dated as of October 10, 2021, by and between Zymergen Inc. and the Bill & Melinda Gates Foundation.

6. Strain Improvement Agreement (Threonine), dated as of February 14, 2018, by and between Zymergen Inc. and Archer Daniels-Midland Company.

7. Asset Purchase Agreement, dated as of March 31, 2023, by and between Zymergen Inc. and Solvay USA Inc.

8. Proof of Concept Evaluation Agreement, dated as of March 22, 2021, by and between Zymergen Inc. and Bayer Research and Development Services LLC.

9. Three Party Confidential Disclosure and Services Agreement, dated as of June 24, 2021, by and between Zymergen Inc., Bayer Research and Development Services LLC and Dr. Daniel R. Zeigler.

10. Second Proof of Concept Evaluation Agreement, dated as of March 24, 2022, by and between Zymergen Inc. and Bayer Research and Development Services LLC.

Vendor Contracts from Q4 Purchase Orders:

11. Master Agreement, dated as of December 12, 2022, by and between OneSource Virtual, Inc. and Zymergen Inc.

12. Subscription Agreement, dated as of January 12, 2016, by and between Solium

Plan Managers LLC and Zymergen Inc.

13. Services Access Agreement, dated as of April 21, 2021, by and between Solium Capital LLC, Morgan Stanley Smith Barney LLC and Zymergen Inc.

14. Group Insurance under Select Group Insurance Trust Policy No. 292000, dated as of January 1, 2020, by and between Unum Life Insurance Company of America and Zymergen Inc.

15. Master Subscription Agreement, dated as of March 16, 2018, by and between Zymergen Inc. and Workday, Inc.

16. Order Form #00248025.0, dated as of March 15, 2021, by and between Zymergen Inc. and Workday, Inc.

17. Purchase Order ZY72023, by and between Zymergen Inc. and Amazon Web Services, Inc.

18. Maintenance Agreement, dated as of February 23, 2023, by and between Zymergen Inc. and Golden Gate Office Solutions.

19. NetSuite Subscription Services Agreement, dated as of March 25, 2016, by and between Zymergen Inc. and NetSuite Inc.

20. Purchase Order ZY58994, by and between Zymergen Inc. and NetSuite Inc.

21. Purchase Order ZY63021, by and between Zymergen Inc. and NetSuite Inc.

22. Services Agreement, dated as of January 6, 2021, by and between Zymergen Inc. and Planet Equity Group LLC.

23. Master SaaS Agreement, dated as of April 29, 2019, by and between Snowflake Inc. and Zymergen Inc.

24. Snowflake AWS Marketplace Order, dated as of December 30, 2021, by and between Zymergen Inc. and Snowflake Inc.

25. Voice and Data Services Letter of Agency, dated as of May 7, 2019, by and between Zymergen Inc. and Dialink Corporation.

26. Voice and Data Services Letter of Agency, dated as of July 11, 2019, by and between Zymergen Inc. and Dialink Corporation.

27. Voice and Data Services Letter of Agency, dated as of September 22, 2017, by

and between Zymergen Inc. and Dialink Corporation.

28. Voice and Data Services Letter of Agency, dated as of June 8, 2018, by and between Zymergen Inc. and Dialink Corporation.

29. Voice and Data Services Letter of Agency, dated as of December 28, 2018, by and between Zymergen Inc. and Dialink Corporation.

30. Voice and Data Services Letter of Agency, dated as of October 26, 2017, by and between Zymergen Inc. and Dialink Corporation.

31. Voice and Data Services Letter of Agency, dated as of March 8, 2019, by and between Zymergen Inc. and Dialink Corporation.

32. Purchase Order 6025577, dated as of August 8, 2023, by and between Zymergen Inc. and Mass Precision Inc.

33. Zymergen Nondisclosure Agreement, dated as of February 28, 2022, by and between Zymergen Inc. and Mass Precision Inc.

34. Purchase Order 6024251, dated as of July 14, 2023, by and between Zymergen Inc. and Automation Solutions of America, Inc.

35. Purchase Order 6024252, dated as of July 14, 2023, by and between Zymergen Inc. and Clayton Controls, Inc.

36. Purchase Order ZY72317, dated as of July 4, 2023, by and between Zymergen Inc. and Studio Red, Incorporated.

37. Purchase Order ZY72298, dated as of July 4, 2023, by and between Zymergen Inc. and Studio Red, Incorporated.

38. Master Subscription Agreement, dated as of March 2022, by and between Zymergen Inc. and Brightly Software, Inc.

39. Agreement and Statement of Work, dated as of May 2, 2022, by and between Zymergen Inc. and Brightly Software, Inc.

40. Purchase Order ZY72221, by and between Zymergen Inc. and ACE Fire Equipment and Service.

41. Vendor Services Agreement, dated as of September 13, 2018, by and between Zymergen Inc. and BlueStar Refreshment Services.

42. Master Service Agreement, dated as of April 19, 2021, by and between Zymergen

Inc. and W. Bradley Electrical Inc.

43. Statement of Work, dated as of April 19, 2021, by and between Zymergen Inc. and W. Bradley Electrical Inc.

44. Master Services Agreement, dated as of November 12, 2021, by and between Zymergen Inc. and Bay Cities Pyrotector Inc.

45. Master Services Agreement, dated as of February 1, 2022, by and between Zymergen Inc. and Alliance Roofing Company, Inc.

46. Master Services Agreement, dated as of February 19, 2021, by and between Zymergen Inc. and Therma Holdings LLC.

47. Master Services Agreement, dated as of November 2, 2021, by and between Zymergen Inc. and Crane Acquisition, Inc.

48. Purchase Order ZY72105, dated as of July 4, 2023, by and between Zymergen Inc. and DENS Facility Services, Inc.

49. Janitorial Master Services Proposal, dated as of February 20, 2018, by and between Zymergen Inc. and Town & Country Office Cleaning.

50. Janitorial Services Proposal, dated as of March 28, 2017, by and between Zymergen Inc. and Town & Country Office Cleaning.

51. Estimated Services and Supply Proposal, dated as of April 4, 2018, by and between Zymergen Inc. and Town & Country Office Cleaning.

52. Master Services Agreement, dated as of December 1, 2022, by and between Zymergen Inc. and Security Industry Specialists, Inc.

53. Amended and Restated Master Services Agreement, dated as of September 18, 2023, by and between Zymergen Inc. and Security Industry Specialists, Inc.

54. Month to Month Rental Option, dated as of July 21, 2022, by and between Zymergen Inc. and Pape Material Handling.

55. Terms & Conditions from December 2019, by and between Lone Worker Solutions Ltd and Zymergen Inc.

56. Clearstone FTO Subscription Service Agreement, dated as of February 16, 2021,

by and between ClearstoneIP, Inc. and Zymergen Inc.

57. Purchase Order ZY72187, by and between Zymergen Inc. and Aerohive.

Vendor Contracts from Q3 Purchase Orders:

58. Purchase Order ZY72425, dated as of July 4, 2023, by and between Zymergen Inc. and Alta Design and Manufacturing Inc.

59. Purchase Order ZY72053, dated as of July 4, 2023, by and between Zymergen Inc. and AppColl, Inc.

60. Purchase Order ZY72250, dated as of July 4, 2023, by and between Zymergen Inc. and Brooks Automation, Inc.

61. Purchase Order 6025393, dated as of August 6, 2023, by and between Zymergen Inc. and Ingenium Group, LLC.

62. Purchase Order 6024949, dated as of July 28, 2023, by and between Zymergen Inc. and IPI Global Ltd.

63. Purchase Orders ZY72434, ZY72110 and ZY72010, dated as of July 4, 2023, by and between Zymergen Inc. and Nippon Express U.S.A. Inc.

64. Purchase Order 6026930, dated as of September 6, 2023, by and between Zymergen Inc. and Nippon Express U.S.A. Inc.

65. Purchase Order ZY72293, dated as of July 4, 2023, by and between Zymergen Inc. and Synaccess Networks, Inc.

66. Purchase Order ZY71043, dated as of July 4, 2023, by and between Zymergen Inc. and Tek-Matic Inc.

67. Purchase Order ZY72398, dated as of July 4, 2023, by and between Zymergen Inc. and Veolia Environmental Services Technical Solutions LLC.

Schedule 1.2(a)

Excluded Assets

[*See Attached*]

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Phase 1 & 2 Emeryville

ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004035	FAM000832	LE03 Beckman FX Liquid Handler/Molecular	9,500	7,547	Equipnet / 3rd party
FAM004037	FAM000835	LE10 BenchCel 6R	3,800	3,019	Equipnet / 3rd party
FAM004039	FAM000838	LE13 Workbench (incl. freight)	500	397	Equipnet / 3rd party
FAM004041	FAM000840	LE15 Workbenches for lab	1,100	874	Equipnet / 3rd party
FAM004043	FAM000842	LE17 2012 Millipore water purification system	850	675	Equipnet / 3rd party
FAM004044	FAM000844	LE19 XPIX 400 Series Picking Head	2,600	2,066	Equipnet / 3rd party
FAM004045	FAM000845	LE20 Zemar Corp	1,400	1,112	Equipnet / 3rd party
FAM004046	FAM000847	LE22 Innova 4900 Incubator	3,800	3,019	Equipnet / 3rd party
FAM004047	FAM000851	LE26 Bay Advanced Technology equipment	2,800	2,224	Equipnet / 3rd party
FAM004048	FAM000853	LE28 Geneamp Thermal Cycler (3)	2,400	1,907	Equipnet / 3rd party
FAM004049	FAM000854	LE29 Miele Glassware Washer w/ accessories	2,800	2,224	Equipnet / 3rd party
FAM004050	FAM000855	LE30 Metro track wall system with shelves	750	596	Equipnet / 3rd party
FAM004051	FAM000856	LE31 Lab water purification system	2,000	1,589	Equipnet / 3rd party
FAM004052	FAM000858	LE34 Thermo matrix wellmate	700	556	Equipnet / 3rd party
FAM004053	FAM000861	LE37 Equipment - debit charge receipt pending	1,500	1,192	Equipnet / 3rd party
FAM004054	FAM000862	LE38 Automation tables (incl. freight)	650	450	Equipnet / 3rd party
FAM004055	FAM000863	LE39 BT instrument	4,200	3,337	Equipnet / 3rd party
FAM004058	FAM000867	LE44 ECM 630 Generator	1,400	1,112	Equipnet / 3rd party
FAM004059	FAM000868	LE45 Scales for fermentor	3,200	2,542	Equipnet / 3rd party
FAM004060	FAM000870	LE47 Infinity Binary Pump	19,500	15,492	Equipnet / 3rd party
FAM004061	FAM000871	LE48 SampleScan Mini	1,300	1,033	Equipnet / 3rd party
FAM004062	FAM000872	LE49 Mulitron Pro	21,000	16,683	Equipnet / 3rd party
FAM004063	FAM000873	LE50 Refractive Index Detector	2,000	1,589	Equipnet / 3rd party
FAM004065	FAM000875	LE52 Vacuum Pump 100-120V	550	437	Equipnet / 3rd party
FAM004066	FAM000876	LE53 Biocommand Batch Control	1,300	1,033	Equipnet / 3rd party
FAM004067	FAM000877	LE54 Infinity II Multisampler	8,250	6,554	Equipnet / 3rd party
FAM004068	FAM000880	LE59 Table with Shelf	550	437	Equipnet / 3rd party
FAM004070	FAM000882	LE61 Storage Cabinet	1,400	1,112	Equipnet / 3rd party
FAM004071	FAM000883	LE62 G540B Microplate Labeler	7,500	5,958	Equipnet / 3rd party
FAM004072	FAM000884	LE63 Micropulser	600	477	Equipnet / 3rd party
FAM004075	FAM000888	LE67 Custom Table (incl. freight)	1,200	953	Equipnet / 3rd party
FAM004076	FAM000889	LE70 New Brunswick Eppendorfer Incubator Shaker 4900	3,600	3,045	Equipnet / 3rd party
FAM004080	FAM000893	LE74 Chamber Size	16,500	13,108	Equipnet / 3rd party
FAM004081	FAM000894	LE75 Precise Flex 400 Sample Handler	12,500	10,573	Equipnet / 3rd party
FAM004082	FAM000895	LE76 YSI 2700D Analyzer	2,100	1,776	Equipnet / 3rd party
FAM004083	FAM000896	LE77 Horizontal Laminar Airflow Cab	1,800	1,523	Equipnet / 3rd party
FAM004084	FAM000897	LE78 Tecan MCA 96-channel Pipetting Arm	5,250	4,441	Equipnet / 3rd party
FAM004085	FAM000898	LE79 526 Switchover System	200	138	Equipnet / 3rd party
FAM004086	FAM000899	LE82 Gene Ampt 2720 Thermal Cycler (2)	1,800	1,523	Equipnet / 3rd party
FAM004088	FAM000902	LE85 Humidity Pod Assembly w/ Nebulizer	1,000	846	Equipnet / 3rd party
FAM004091	FAM000906	LE89 Mettler Toledo AB304-S/FACT Analytical Balance	750	634	Equipnet / 3rd party
FAM004093	FAM000908	LE91 Magnetic tumble Stirrer	2,000	1,692	Equipnet / 3rd party
FAM004095	FAM000912	LE96 Agilent Velocity v-stack	1,300	1,100	Equipnet / 3rd party
FAM004096	FAM000913	LE99 Eppendorf Double Flange Units	400	338	Equipnet / 3rd party
FAM004098	FAM000920	LE110 Tecan liquid handler	32,000	26,400	Equipnet / 3rd party
FAM004099	FAM000922	LE112 Velocity thermal plate sealer	13,000	10,996	Equipnet / 3rd party
FAM004100	FAM000923	LE113 Custom table	1,400	1,184	Equipnet / 3rd party
FAM004102	FAM000925	LE117 Pipeline left-side dispenser	2,000	1,692	Equipnet / 3rd party
FAM004103	FAM000926	LE118 Liquid handler	3,000	2,538	Equipnet / 3rd party
FAM004104	FAM000927	LE120 Tumble Bubble paddle reservoir	700	592	Equipnet / 3rd party
FAM004105	FAM000928	LE121 Chilled Electroporation Cuvette Deck	2,200	1,861	Equipnet / 3rd party
FAM004107	FAM000930	LE123 DO probes for DASGIP	11,500	9,727	Equipnet / 3rd party
FAM004108	FAM000931	LE124 part of DASGIP system	800	677	Equipnet / 3rd party
FAM004109	FAM000932	LE125 Horizontal laminar airflow cab	2,600	2,199	Equipnet / 3rd party
FAM004112	FAM000937	LE130 Agilent Bravo Unit	12,500	10,573	Equipnet / 3rd party
FAM004113	FAM000938	LE131 TMFC	1,600	1,353	Equipnet / 3rd party
FAM004115	FAM000940	LE133 DO Probes (3)	2,100	1,776	Equipnet / 3rd party
FAM004118	FAM000943	LE136 16 Mini Bioreactors	195,000	164,938	Equipnet / 3rd party
FAM004119	FAM000944	LE137 Cables for Mini Bioreactors	4,200	3,553	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004122	FAM000947	LE140 Custom tables, plus pack/ship cost	6,250	5,286	Equipnet / 3rd party
FAM004123	FAM000948	LE141 Innova 4900 Flask shaker	6,500	5,498	Equipnet / 3rd party
FAM004124	FAM000949	LE142 Thermal Microplate sealer	6,250	5,286	Equipnet / 3rd party
FAM004129	FAM000956	LE149 APCI source for LCMS	3,000	2,538	Equipnet / 3rd party
FAM004130	FAM000957	LE150 DASGIP Vessel (to be used with existing ferm syst)	1,500	1,269	Equipnet / 3rd party
FAM004131	FAM000958	LE151 THRMFLX 1400PD2 (2 units)	3,200	2,707	Equipnet / 3rd party
FAM004132	FAM000960	LE153 Tecan EVO #6 (in storage, install Mar 2016)	40,000	33,000	Equipnet / 3rd party
FAM004133	FAM000963	LE156 CENTRIVAP DNA CONCENTRATOR 115	2,800	2,368	Equipnet / 3rd party
FAM004134	FAM000965	LE158 ATR triple stack	27,000	22,838	Equipnet / 3rd party
FAM004136	FAM000970	LE161,LE162, LE165 Peak Scientific,Generator Infinity 5030	6,000	5,075	Equipnet / 3rd party
FAM004138	FAM000973	LE168 Mechanical Installation of New CDA and Nitrogen system.	2,600	2,199	Equipnet / 3rd party
FAM004139	FAM000974	LE169 and LE170 Pump PTFE Dry Welch (2) REF3885345 and Pump PTFE Dry Welch (2) REF 6922192	1,800	1,523	Equipnet / 3rd party
FAM004140	FAM000975	LE171 Sample Scan E-Series with CRS, REF80033	1,700	1,438	Equipnet / 3rd party
FAM004141	FAM000977	LE173 (2) Isotemp TC2 LR 115V/60Hz MDCI. Chillers, REF 6723855	1,900	1,607	Equipnet / 3rd party
FAM004143	FAM000980	LE176 Precise Flex 400 Sample Handler. One invoice of two., REF1312 (robot arm)	8,250	7,233	Equipnet / 3rd party
FAM004144	FAM000981	LE177 MicroPlate Sealer, REF 225	5,750	4,864	Equipnet / 3rd party
FAM004145	FAM000982	LE187 Microvap for three 96 position well plates. Cat#11803, Budgeted under line item #10 in FLEX 2016	1,400	1,184	Equipnet / 3rd party
FAM004146	FAM000983	LE188 G7825 Base w/ wheels SBWR/2	14,000	11,842	Equipnet / 3rd party
FAM004148	FAM000985	LE190 69B-ECP, Freight, and Installation	26,000	21,992	Equipnet / 3rd party
FAM004150	FAM000987	LE192 (3) Envirco Model Fan Filter Units	2,400	2,030	Equipnet / 3rd party
FAM004151	FAM000988	LE193 (1) Vacuum System Welch 2026	1,100	930	Equipnet / 3rd party
FAM004153	FAM000990	LE199 (1) Thermo SCI temp Control.	1,700	1,438	Equipnet / 3rd party
FAM004154	FAM000991	LE200 Lab Equipment greater than $2,000, Forest Restaurant Supp, Reasons: "PO 4862 2glass ...	1,500	1,315	Equipnet / 3rd party
FAM004155	FAM000992	LE201 (1) Thermo SCI Temp Control	1,700	1,438	Equipnet / 3rd party
FAM004156	FAM000994	LE203 (1) Bravo Liquid Handing Platform, Genomics.	34,000	28,758	Equipnet / 3rd party
FAM004158	FAM000996	LE205 (2) Proflex Dual 384W PCR System	6,250	5,286	Equipnet / 3rd party
FAM004161	FAM000999	LE208 (1) Centrifuge R30X1.5	2,600	2,199	Equipnet / 3rd party
FAM004163	FAM001002	LE211 (1) Class II Type A2 BioSafety Cabinet	4,000	3,440	Equipnet / 3rd party
FAM004166	FAM001008	LE218 (1) Spectrophotometer W Printer	150	104	Equipnet / 3rd party
FAM004168	FAM001011	LE222 Custom Tables. Remaining payment	7,250	6,132	Equipnet / 3rd party
FAM004171	FAM001014	LE226 (1) 620Din/R Pump 265rpm US. (Inv dtd 5/17/16)	5,000	4,229	Equipnet / 3rd party
FAM004172	FAM001015	LE227 (Invoice dated 5/26/16)	2,600	2,199	Equipnet / 3rd party
FAM004173	FAM001016	LE228 3810, 4179 (69B-ECP SERIAL #15090011) (invoice dated 5/10/16)	28,000	24,547	Equipnet / 3rd party
FAM004174	FAM001017	LE229 (3) IQ standard HEPA	2,500	2,192	Equipnet / 3rd party
FAM004179	FAM001023	LE238 (1) Instrument Infinite M1000 Pro, premium Quad4	19,500	17,095	Equipnet / 3rd party
FAM004183	FAM001028	LE246 Matrix WellMate 96 & 384 Well Microplate Dispenser (5??-8 yrs. old)-100% Deposit	600	526	Equipnet / 3rd party
FAM004184	FAM001029	LE247 Agilent/Velocity11 PLATE LOC-100% Deposit	6,000	5,260	Equipnet / 3rd party
FAM004185	FAM001031	LE250 PO 5727 (2) Floor Centrifuges (Invoice dated 6/29/16) includes tax	22,000	19,287	Equipnet / 3rd party
FAM004187	FAM001033	LE253 PO 5827 (1) Prima PRO GAS ANALYSIS MASS SPECTROMETER	65,000	56,983	Equipnet / 3rd party
FAM004193	FAM001039	LE259 Lets Go Robotics Inc.,PO5483. 50% enclosures for tecan 2 & 3 quote 1605251	1,200	1,032	Equipnet / 3rd party
FAM004194	FAM001040	LE260 Lets Go Robotics Inc.,PO5483. 50% enclosures for tecan 2 & 3 quote 1605251	1,100	946	Equipnet / 3rd party
FAM004195	FAM001041	LE261 PO 5189. Uncollected sales tax on invoice 24056 (Invoice dated 6/30/16)	1,200	1,015	Equipnet / 3rd party
FAM004196	FAM001042	LE262 PO 5568 (2) Sterilizers (Inv dtd 6/30/16)	4,600	4,033	Equipnet / 3rd party
FAM004197	FAM001043	LE263 PO 6181. Sample Scan E-Series with CRS	1,900	1,666	Equipnet / 3rd party
FAM004198	FAM001044	LE264 PO 6268 50% Ops. 4317939: Single-Channel 96-well Temperature Verification Kit for PCR 9700 and ...	1,000	877	Equipnet / 3rd party
FAM004199	FAM001045	LE265 PO 6262 (1) Spectrophotometer w Printer	150	104	Equipnet / 3rd party
FAM004200	FAM001048	PO 6211, O2 Alarm for Mass Spectrometer in suite 400	250	219	Equipnet / 3rd party
FAM004202	FAM001053	LE272 PO 6842 - AR7131 Rotary Tubing Cutter	5,250	4,603	Equipnet / 3rd party
FAM004203	FAM001054	LE274 PO 6218 - NU-540-600 Class II Type A2 BSC	4,200	3,682	Equipnet / 3rd party
FAM004204	FAM001055	LE275 PO 6729 BioShake 3000 elm - High-end orbital shaker for robots (5) -- 2 for OPS, 3 for Dev	2,500	2,192	Equipnet / 3rd party
FAM004205	FAM001057	LE277 PO 6922, sterile tubing welder	1,400	1,227	Equipnet / 3rd party
FAM004206	FAM001058	LE279 PO 5413 Atlantic Lab Equipment Inc. 50% deposit. (1) 16045-A Tecan 8 EVO	23,000	20,163	Equipnet / 3rd party
FAM004207	FAM001059	LE278 "PO 6806, sterile drying cabinet	1,600	1,403	Equipnet / 3rd party
FAM004208	FAM001061	LE281 PO 5665 Lets Go Robotics Inc. 50% Tecan 8 & Qpix 4 custom tables: 23 and 24	1,700	1,490	Equipnet / 3rd party
FAM004209	FAM001063	LE283 PO 5665 Lets Go Robotics Inc.,Balance Due - Table & enclosure Tecan8	4,200	3,682	Equipnet / 3rd party
FAM004210	FAM001065	LE285 Tax Accrual (2015 & 2016) on Fixed Asset purchases	8,750	7,671	Equipnet / 3rd party
FAM004212	FAM001067	LE287 Lets Go Robotics Inc.,PO 5665. 50% Tecan 8 & Qpix 4 custom tables: 23 and 24	1,800	1,578	Equipnet / 3rd party
FAM004213	FAM001068	LE288 webstaurantstore.com,PO 6497 . 100% prepayment. Ice Machine	1,300	1,140	Equipnet / 3rd party
FAM004214	FAM001069	LE289 PO 6864 -(3) Printer Mach4600B	200	138	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004215	FAM001070	LE290 2016/10/05, Lab Equipment greater than $2,000, Cjcollectiv, Reasons: "PO 7274, tubing welder for...	1,000	877	Equipnet / 3rd party
FAM004217	FAM001074	LE294 PO 7684 - BioShake 3000 elm DWP	850	745	Equipnet / 3rd party
FAM004218	FAM001075	LE295 PO 7684 - BioShake D30-T elm	2,200	1,929	Equipnet / 3rd party
FAM004219	FAM001076	LE296 PO 7772 - DNA Analyzer Automated CE System (less trade-in value SN 3067)	27,000	23,670	Equipnet / 3rd party
FAM004220	FAM001077	LE297 PO 7738 - Univo Manual Capper, CM480	1,000	877	Equipnet / 3rd party
FAM004221	FAM001078	LE298 PO 8033 Meter Conductivity	900	789	Equipnet / 3rd party
FAM004224	FAM001084	LE306 PO 8033 - Lab Equipment ME403TE Precision Balance	850	745	Equipnet / 3rd party
FAM004228	FAM001089	LE311 PO 8180 - Pre Conditioning Kit Flex	2,400	2,104	Equipnet / 3rd party
FAM004229	FAM001090	LE312 PO 8570 - Ray Phan Shaker	23,000	20,163	Equipnet / 3rd party
FAM004230	FAM001092	LE314 PO 8571 - Ray Phan 4xDG	77,500	67,942	Equipnet / 3rd party
FAM004231	FAM001094	LE316 PO 8573 - (4) Tube Welders for Fermentation.	26,000	22,793	Equipnet / 3rd party
FAM004232	FAM001095	LE317 PO 7869 - (2) Bravo Enclosure Build #2 in Sandbox	2,800	2,455	Equipnet / 3rd party
FAM004233	FAM001096	LE318 PO 8181 - BioShake D30-T elm and Microplate Adapter for HTS	4,000	3,507	Equipnet / 3rd party
FAM004234	FAM001097	LE319 PO 7793 - Waterproof Balances for Bioflos	16,500	14,465	Equipnet / 3rd party
FAM004235	FAM001099	LE97 LabGard Biosafety Cabinet	3,400	2,805	Equipnet / 3rd party
FAM004236	FAM001100	LE98 Water dispenser	2,600	2,199	Equipnet / 3rd party
FAM004238	FAM001102	LE104 Imagelab System (Invoice dated 4/20/15) + PO 1939 peripherals	6,750	5,709	Equipnet / 3rd party
FAM004240	FAM001105	LED02 Tissue Lyser 11	3,000	2,538	Equipnet / 3rd party
FAM004241	FAM001107	LED04 MicroPulser Electroporator	650	550	Equipnet / 3rd party
FAM004242	FAM001108	LED05 RO Water system + installation	2,300	1,945	Equipnet / 3rd party
FAM004244	FAM001110	LED07 Reach-In Refrig for surge space (inv dtd 6/19)	1,200	1,015	Equipnet / 3rd party
FAM004246	FAM001113	LED10 Tecan Liquid handler	30,000	25,375	Equipnet / 3rd party
FAM004247	FAM001114	LED11 Storage cabinet	1,200	1,015	Equipnet / 3rd party
FAM004248	FAM001115	LED12 Cell Disruptor https://us.vwr.com/store/catalog/product.jsp?product_id=4633032#	1,000	846	Equipnet / 3rd party
FAM004249	FAM001118	LED15 Chiller	1,100	930	Equipnet / 3rd party
FAM004250	FAM001119	LED16 Floor centrifuge	7,750	6,555	Equipnet / 3rd party
FAM004251	FAM001120	LED17 Lab glassware dishwasher	4,000	3,383	Equipnet / 3rd party
FAM004252	FAM001121	LED18 Leica MZ16 stereozoom microscope	2,800	2,368	Equipnet / 3rd party
FAM004255	FAM001126	LED23 CaptairFlex ductless flume hood	5,250	4,441	Equipnet / 3rd party
FAM004256	FAM001127	LED24 (2) Incubator GP shaker	5,000	4,229	Equipnet / 3rd party
FAM004259	FAM001135	LED34 (1) Centrivap DNA concentrator	3,200	2,707	Equipnet / 3rd party
FAM004260	FAM001136	LED35 (1) MicroPulser Electroporator	900	761	Equipnet / 3rd party
FAM004262	FAM001140	LED39 50% Deposit-- Automation tables and HEPA filtered enclosures for the factory and sandbox	2,600	1,798	Equipnet / 3rd party
FAM004263	FAM001142	LED41 PO 6567 - (1) Proflex Dual PCR system and (1) Veriti Thermal Cycler	5,250	4,603	Equipnet / 3rd party
FAM004265	FAM001144	LED43 PO 6807, Deli Fridge for Sandbox	1,500	1,315	Equipnet / 3rd party
FAM004266	FAM001145	LED44 BioShake 3000 elm -3 High-end orbital shaker for robots PO 6729 for Dev	1,700	1,490	Equipnet / 3rd party
FAM004267	FAM001146	LED45 Accrual for 2015 & 2016 Fixed Asset Purchases	2,400	2,104	Equipnet / 3rd party
FAM004268	FAM001147	LED46 PO 5235 Biosafety Cabinet (Inv. dtd. 7/15/16)	3,800	3,331	Equipnet / 3rd party
FAM004269	FAM001148	LED47 Terra Universal Inc.,PO 6152 100% prepayment	1,400	1,227	Equipnet / 3rd party
FAM004270	FAM001149	LED48 webstaurantstore.com,PO 6497. 100% prepayment. Ice Machine	1,300	1,140	Equipnet / 3rd party
FAM004273	FAM001153	LED52 PO 7869 - (1) Bravo Enclosure for #4 in Sandbox	1,400	1,227	Equipnet / 3rd party
FAM004282	FAM001163	LELS02 PO 6216, Air sampler for lab services	850	745	Equipnet / 3rd party
FAM004283	FAM001164	LELS03 PO 5514 Ventilated Balance Enclosure (Inv dtd 7/07/16)	4,200	3,682	Equipnet / 3rd party
FAM004284	FAM001165	LELS04 PO 7193 - Meter, Conductivity	900	789	Equipnet / 3rd party
FAM004285	FAM001168	LELS07 PO 7686 - Meter, Conductivity	3,400	2,981	Equipnet / 3rd party
FAM004286	FAM001169	LELS08 Rdm Industrial Product inc.,PO 6830, 30% deposit on laminar flow hood" reclass due to place in s...	1,600	1,403	Equipnet / 3rd party
FAM004287	FAM001170	LELS09 RDM INDUSTRIAL PRODUCTS, INC.,PO 6500 - 30% deposit reclass due to place in service date	1,200	1,052	Equipnet / 3rd party
FAM004288	FAM001171	LELS10 PO 7499 - (1) Jet Rack for Lancer Washer	1,700	1,490	Equipnet / 3rd party
FAM004310	FAM001374	LS 31 PO 8425 - (1) Water System for Lancer Washer 5980-413 (inv'd 12/29/16)	3,200	2,805	Equipnet / 3rd party
FAM004311	FAM001376	LS 33 PO 8720 - (1) Modular Injector, (1) Injector Insert	1,700	1,490	Equipnet / 3rd party
FAM004312	FAM001380	PO 8164 - (3) Chillers	4,000	3,507	Equipnet / 3rd party
FAM004313	FAM001381	2017/01/06, Lab Equipment greater than $2,000, Hutchins & Hutchins, I, Reasons: "PO 8301, HEPA f...	1,000	877	Equipnet / 3rd party
FAM004314	FAM001382	Mecour Temperature Control, LLC,inv 60119,PO 7211 -50% deposit (3) Plate Thermal Block for Integ...	1,900	1,666	Equipnet / 3rd party
FAM004315	FAM001383	Mecour Temperature Control, LLC,inv ZYM16030A,PO 7211 -Final Invoice (3) Plate Thermal Block for...	2,000	1,753	Equipnet / 3rd party
FAM004316	FAM001384	PO 8570 - Humidity Monitor part of Shaker ste 400	650	570	Equipnet / 3rd party
FAM004317	FAM001390	PO 8693 - (1) Automatc Screw Top Tube Rack	26,000	22,793	Equipnet / 3rd party
FAM004326	FAM001437	AUTO07 PO 8903- (1) Shaker for Tecan 10	1,000	860	Equipnet / 3rd party
FAM004327	FAM001438	AUTO08 PO 8826 - Enclosure for Tecan 10	7,250	6,235	Equipnet / 3rd party
FAM004329	FAM001440	LS 38 PO 9126 - (1) Mobile Injector Basket	1,000	877	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004330	FAM001441	LS 39 PO 9249 - 50% Deposit for Robot for Media Services	12,000	10,520	Equipnet / 3rd party
FAM004331	FAM001442	LS 40 PO 9273 - Components for Upgrading VBE ofr Asset LELS03	1,600	1,403	Equipnet / 3rd party
FAM004332	FAM001443	LS 41 PO 9188 - Multichannel Electronic Pipette	1,000	877	Equipnet / 3rd party
FAM004334	FAM001445	LE332 PO 8570 - Parts for Original Fixed Asset Shaker Order for Ferm	300	263	Equipnet / 3rd party
FAM004335	FAM001446	LE334 PO 9323 - (1) Thermal Mixer	1,100	964	Equipnet / 3rd party
FAM004336	FAM001449	LE337 PO 8571 - 4xDG	2,200	1,929	Equipnet / 3rd party
FAM004338	FAM001453	LE341 PO 8700 - (1) Bio Safety Cabinet	4,600	4,033	Equipnet / 3rd party
FAM004342	FAM001458	LED61 PO 8841 - Enclosure for Tecan 9	2,800	2,408	Equipnet / 3rd party
FAM004344	FAM001493	LS43 PO 9218 - (2) Flow Hoods	11,000	9,643	Equipnet / 3rd party
FAM004345	FAM001494	LS44 PO 10008 - (1) Pump MFlex	1,300	1,140	Equipnet / 3rd party
FAM004346	FAM001495	LS45 PO 9681 - (1) Media Platform	26,000	22,793	Equipnet / 3rd party
FAM004347	FAM001497	LE342 PO 8905 - BioShake D30-T elm (part of Tecan 9)	2,000	1,720	Equipnet / 3rd party
FAM004348	FAM001498	LE343 PO 8902 - (1) Shaker for Tecan 9	950	817	Equipnet / 3rd party
FAM004349	FAM001499	LE344 "PO 8837, HEPA fan filter module" for Tecans	1,100	964	Equipnet / 3rd party
FAM004350	FAM001501	LE346 PO 9421 - Tecan 11 Enclosure	1,100	964	Equipnet / 3rd party
FAM004351	FAM001502	LE347 PO 9717 - Table Bases Tecan 11/12	550	482	Equipnet / 3rd party
FAM004352	FAM001504	LE349 PO 10031 - Initial Casters for Tecan 14 HTS001	250	219	Equipnet / 3rd party
FAM004353	FAM001505	LE350 PO 10031 - Initial Casters for Tecan 15 SB001	250	219	Equipnet / 3rd party
FAM004354	FAM001506	LE351 PO 10031 - Initial Casters for Tecan 16 BO005	300	263	Equipnet / 3rd party
FAM004355	FAM001507	LE352 PO 9966 - (1) ZAG DNA Analyzer Kit	350	307	Equipnet / 3rd party
FAM004356	FAM001508	LE353 PO 9966 - (1) ZAG DNA Analyzer	21,000	18,410	Equipnet / 3rd party
FAM004357	FAM001510	LE355 "PO 10028, PC mount for Tecan 14"	300	263	Equipnet / 3rd party
FAM004358	FAM001512	LE357 "PO 10029, PC mount for Tecans 15 and 16"	650	570	Equipnet / 3rd party
FAM004361	FAM001518	LED65 PO 10037, Ice makers and filters kits for the Suite 550 Dev and...	2,800	2,455	Equipnet / 3rd party
FAM004362	FAM001537	LS 39-1 PO 9249 - Balance Due robot for media prep platform 50%	13,000	11,397	Equipnet / 3rd party
FAM004364	FAM001539	LED62 PO 8214 - balance due for precise flex arm	11,500	10,082	Equipnet / 3rd party
FAM004365	FAM001540	LED63 PO 8214 - precise flex arm for automation using dev budget per Ena- 50% deposit	1,400	968	Equipnet / 3rd party
FAM004369	FAM001658	LS45.1 PO 10397 - (12) Casters for Media Platform	200	175	Equipnet / 3rd party
FAM004370	FAM001670	LE380 PO 10397 - (12) Casters for Echo	250	219	Equipnet / 3rd party
FAM004371	FAM001671	LE365 PO 10033 - (6) Cable Pass Through for shakers	2,000	1,753	Equipnet / 3rd party
FAM004373	FAM001673	LE374 PO 10184 - Hotel for Echo Platform #2	7,000	6,137	Equipnet / 3rd party
FAM004376	FAM001677	LE381 PO 9871 - (2) LCMS	67,500	59,175	Equipnet / 3rd party
FAM004377	FAM001678	LE366 PO 8988 - 6 Shakers	77,500	67,942	Equipnet / 3rd party
FAM004378	FAM001679	LED67 PO 10181 - Water Purification System	4,600	4,033	Equipnet / 3rd party
FAM004384	FAM001695	LE348 PO 9967 - Carrier Racks for Tecan EVO (Tecan 12)	1,400	1,227	Equipnet / 3rd party
FAM004385	FAM001696	LS42 PO 2188 - Cold Room Storage Rack (1) (inv'd 2/27/17 for 12/15/15 charges)	800	677	Equipnet / 3rd party
FAM004387	FAM001708	FERM42 Scale for Delta Bioflo's	1,700	1,490	Equipnet / 3rd party
FAM004391	FAM001712	Auto01 Tecan Freedom EVO 200	67,500	58,050	Equipnet / 3rd party
FAM004393	FAM001714	AC08 UHPLC (Liquid Chromatography) PO 9875	62,500	54,792	Equipnet / 3rd party
FAM004394	FAM001716	BO01 ECHO Table Surface (PO 10453)	1,100	964	Equipnet / 3rd party
FAM004395	FAM001717	BO01 Echo Custom Parts (PO 10502)	950	833	Equipnet / 3rd party
FAM004396	FAM001718	SB33 Echo Custom Parts (PO 10502)	950	833	Equipnet / 3rd party
FAM004398	FAM001720	LS39 Thermo Scientific Matrix WellMate 8-Channel M	750	658	Equipnet / 3rd party
FAM004399	FAM001721	LS39 Media Prep Platform 3 PAA Stacker Parts (PO10	850	745	Equipnet / 3rd party
FAM004400	FAM001722	Tecan 10 Enclosure (PO 9977)	2,100	1,806	Equipnet / 3rd party
FAM004401	FAM001723	Media Platform 3 Hardware (PO 10389)	400	351	Equipnet / 3rd party
FAM004402	FAM001724	IO01 Tecan 12 Table (PO 9903)	2,800	2,455	Equipnet / 3rd party
FAM004403	FAM001725	Media Prep Platform 3 Table ASSY (PO 10395)	1,000	877	Equipnet / 3rd party
FAM004404	FAM001726	LS09 Top Loading Balance Scale (PO 10563)	1,700	1,490	Equipnet / 3rd party
FAM004405	FAM001729	2016-0025 BioShake D30 elm	1,100	964	Equipnet / 3rd party
FAM004407	FAM001735	Line 39 Hepa Filter Cover/Frame (PO 10422)	2,400	2,104	Equipnet / 3rd party
FAM004411	FAM001739	SB01 Table for Tecan 15 (PO 10231)	3,000	2,630	Equipnet / 3rd party
FAM004412	FAM001740	BO05 Table for Tecan 16 (PO 10232)	3,000	2,630	Equipnet / 3rd party
FAM004413	FAM001741	Autoclave & Cart (PO 9247)	67,500	59,175	Equipnet / 3rd party
FAM004414	FAM001743	FERM42 Nikon DSFi1, U2 Controller and Dell Compute	1,400	1,227	Equipnet / 3rd party
FAM004415	FAM001744	B001 Sequential Stack Side Grip (11325)	950	833	Equipnet / 3rd party
FAM004422	FAM001752	HTS01 Lamp for Tecan (PO 11221)	250	219	Equipnet / 3rd party
FAM004423	FAM001753	BO01 Class invoice 112652248 PO 10166 - (1) Microp	13,000	11,397	Equipnet / 3rd party
FAM004424	FAM001754	SB01 1 Lamp for Tecan (PO 11221)	100	88	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004425	FAM001756	EA Q33216 Qubit 3.0 Fluorometer (PO 11173)	1,400	1,227	Equipnet / 3rd party
FAM004426	FAM001757	HEPA Fan Filter Module for Tecan 14, 15, and 16 (P	1,700	1,490	Equipnet / 3rd party
FAM004427	FAM001758	9-Channel Temperature Verification Kit (PO 9990)	3,000	2,630	Equipnet / 3rd party
FAM004428	FAM001759	IO01 Hardware Assemblies (PO 10412)	3,800	3,331	Equipnet / 3rd party
FAM004430	FAM001776	BO03 - ISOTEMP Chiller Tecan 11 (PO 11255)	1,400	1,227	Equipnet / 3rd party
FAM004431	FAM001777	IO01 - ISOTEMP Chiller Tecan 12 (PO 11255)	1,400	1,227	Equipnet / 3rd party
FAM004432	FAM001778	BO05 - ISOTEMP Chiller Tecan 16 (PO 11255)	1,400	1,227	Equipnet / 3rd party
FAM004433	FAM001779	HTS01 - Tecan 14 FLAT 4-POS CARRIER (PO 11376)	350	307	Equipnet / 3rd party
FAM004434	FAM001780	SB01 - Tecan 15 FLAT 4-POS CARRIER (PO 11376)	350	307	Equipnet / 3rd party
FAM004435	FAM001781	BO05 - Tecan 16 FLAT 4-POS CARRIER (PO 11376)	350	307	Equipnet / 3rd party
FAM004436	FAM001782	SB 33 Echo Platform Casters and Pads (PO 11802)	300	263	Equipnet / 3rd party
FAM004437	FAM001784	BO05 - Qtry Carrier and Deck Mount Foot for Tecan 16 (PO 10332)	100	88	Equipnet / 3rd party
FAM004438	FAM001785	HTS01 Qtry Carrier and Deck Mount Foot for Tecan 14 (PO 10332)	100	88	Equipnet / 3rd party
FAM004439	FAM001787	IO01 Qtry Carrier and Deck Mount Foot for Tecan 12, (	100	88	Equipnet / 3rd party
FAM004440	FAM001788	BO03 Qtry Carrier and Deck Mount Foot for Tecan 11, (	100	88	Equipnet / 3rd party
FAM004441	FAM001789	SB01 Qtry Carrier and Deck Mount Foot for Tecan 15 (P	100	88	Equipnet / 3rd party
FAM004446	FAM001794	SB 33 - Precise Flex 400 Sample Handler (PO 11682)	13,000	11,397	Equipnet / 3rd party
FAM004447	FAM001796	BTD01 Qubit 3 Quantitation Starter Kit (PO 11999)	1,300	1,140	Equipnet / 3rd party
FAM004448	FAM001797	SB01 Enclosure for Tecan 15 (PO 11279)	2,500	2,192	Equipnet / 3rd party
FAM004450	FAM001799	BO21-BO23 - (3) Proflex Dual PCR System (PO 10606)	13,000	11,397	Equipnet / 3rd party
FAM004451	FAM001801	FERM42 Mass Spec Manifold (PO 11197)	11,000	9,643	Equipnet / 3rd party
FAM004452	FAM001802	2016 Rollover - Replacement Table for Tecan 1	2,800	2,455	Equipnet / 3rd party
FAM004453	FAM001803	2016 Rollover - Replacement Table for Tecan 3	2,800	2,408	Equipnet / 3rd party
FAM004454	FAM001804	2016 Rollover - Replacement Table for Tecan 2	3,600	3,096	Equipnet / 3rd party
FAM004455	FAM001805	FERM 42 WATSON-MARLOW 120U/DV 200RPM Pump for Delt	7,000	6,137	Equipnet / 3rd party
FAM004457	FAM001810	IO01 Tecan #12 BioShake 3000 Elm Orbital Shaker (P	950	833	Equipnet / 3rd party
FAM004458	FAM001811	SB33 Table Assembly for Echo Platform #3 (PO 11804	2,000	1,753	Equipnet / 3rd party
FAM004460	FAM001813	TTD01 MultiChannel Pipette E12-1200XLS (PO 11968)	1,100	964	Equipnet / 3rd party
FAM004462	FAM001815	SB01 Tecan #15 Freedom EVO 200 Base (PO 11457)	72,500	62,350	Equipnet / 3rd party
FAM004463	FAM001817	SB33 Precise Flex 400 Sample Handler (PO 11682)	13,000	11,397	Equipnet / 3rd party
FAM004464	FAM001818	BTD01 & TTD01 MS-TS Series Analytical and Precisio	1,400	1,227	Equipnet / 3rd party
FAM004468	FAM001827	SB33 ZYM-10384 Plateloc Mount Rev B (PO 12058)	500	438	Equipnet / 3rd party
FAM004472	FAM001832	SB33 Echo 550 Liquid Handler (PO 11686)	135,000	118,350	Equipnet / 3rd party
FAM004473	FAM001833	SB41 Reclass of #398788 (PO 11423) To Fixed Asset	4,800	4,208	Equipnet / 3rd party
FAM004480	FAM001840	BO01 PO 9809 - Final Balance for Precise Flex 400	13,500	11,835	Equipnet / 3rd party
FAM004481	FAM001841	BO03 PO 11811 Assembled Frames	5,250	4,603	Equipnet / 3rd party
FAM004482	FAM001842	BO05 PO 11803 Assembled Frames	5,250	4,603	Equipnet / 3rd party
FAM004483	FAM001843	SB41 PO 12584 Thermal Microplate Sealer	14,000	12,273	Equipnet / 3rd party
FAM004484	FAM001844	SB 33 PO 11801 Table Surfaces	1,400	1,227	Equipnet / 3rd party
FAM004485	FAM001845	DEV18, DEV19, DEV20, DEV21 PO 12609 Thermal Cycler	8,500	7,452	Equipnet / 3rd party
FAM004487	FAM001847	SB 33 PO 12062 Side Grip Landscape & Docking Stati	6,250	5,479	Equipnet / 3rd party
FAM004488	FAM001848	LS61 PO 11941, color set standards	2,600	2,279	Equipnet / 3rd party
FAM004490	FAM001850	DEV07 PO 10862 Fluorescent Components	20,000	17,533	Equipnet / 3rd party
FAM004491	FAM001851	LS61 PO 12622 VWR GRAVITY CONVECTION INCUBATOR	1,000	877	Equipnet / 3rd party
FAM004492	FAM001857	LS30-LS33 - Dessicator for new MS space (PO 12813)	16,500	14,465	Equipnet / 3rd party
FAM004495	FAM001860	DEV57 Spectrophotometer (PO 12603)	2,500	2,192	Equipnet / 3rd party
FAM004499	FAM001865	LS17 ATS4830S 48"WX30"D STANDARD TABLE (PO 12525)	1,800	1,578	Equipnet / 3rd party
FAM004500	FAM001866	LS18 ATS4830S 48"WX30"D STANDARD TABLE (PO 12525)	1,800	1,578	Equipnet / 3rd party
FAM004501	FAM001867	LS19 ATS4830S 48"WX30"D STANDARD TABLE (PO 12525)	1,800	1,578	Equipnet / 3rd party
FAM004502	FAM001868	LS20 ATS4830S 48"WX30"D STANDARD TABLE (PO 12525)	1,800	1,578	Equipnet / 3rd party
FAM004503	FAM001869	LS61 (3) Refrigerator eLock kits (PO 12585)	4,200	3,682	Equipnet / 3rd party
FAM004505	FAM001871	SB41 - Shaker Bench (PO 12471)	3,000	2,630	Equipnet / 3rd party
FAM004506	FAM001872	SB41 - (3) Assay Adapters & Protective Care (PO 12	900	789	Equipnet / 3rd party
FAM004508	FAM001874	SB41 Shaker Bench (PO 12471)	4,200	3,682	Equipnet / 3rd party
FAM004509	FAM001875	BO09 - Custom Robot Gripper Fingers (PO 10573)	1,000	877	Equipnet / 3rd party
FAM004510	FAM001876	BO09 - (4) PVC Panels for M1000 (PO 12582)	200	175	Equipnet / 3rd party
FAM004511	FAM001879	SB33 Precise Grippers (PO 12887)	1,100	964	Equipnet / 3rd party
FAM004515	FAM001883	SB01 BioShake 3000 Shaker for Tecan 15 (PO 12847)	950	833	Equipnet / 3rd party
FAM004516	FAM001885	HTS01 BioShake & Signaling Tower for Tecan 14 (PO	3,800	3,331	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004517	FAM001887	LQ75 - Thermal Cycler 0.2 ML (PO 13161)	2,300	2,016	Equipnet / 3rd party
FAM004519	FAM001889	LS17-LS20 Tables, Hoses, Shipping Costs (PO 12525)	13,500	11,835	Equipnet / 3rd party
FAM004520	FAM001891	HTS04 BioShake 3000 elm (PO 13090)	950	833	Equipnet / 3rd party
FAM004521	FAM001892	HTS05 BioShake D30 elm (PO 13090)	1,400	1,227	Equipnet / 3rd party
FAM004527	FAM001903	TTD01 - Prototype Electric Modules (PO 12418)	14,000	12,273	Equipnet / 3rd party
FAM004528	FAM001904	LS30 Installation Services for Drying Rack (PO 128	300	263	Equipnet / 3rd party
FAM004535	FAM001920	BO26 Assay Adapters and Protection (PO 12986)	1,300	1,140	Equipnet / 3rd party
FAM004537	FAM001922	DEV17 - PROFLEX DUAL 384W PCR SYSTEM (PO 13429)	4,600	4,033	Equipnet / 3rd party
FAM004539	FAM001926	IO01 - Enhanced Universal Magnet Plate for Tecan 1	1,500	1,315	Equipnet / 3rd party
FAM004540	FAM001927	BO03 - Enhanced Universal Magnet Plate for Tecan 1	1,500	1,315	Equipnet / 3rd party
FAM004541	FAM001928	TTD01 - METER, PH, COND, S470-BASIC (PO 12174)	1,100	964	Equipnet / 3rd party
FAM004542	FAM001929	AC15 - OPUS DISPENSER 10 ML (PO 13552)	1,000	877	Equipnet / 3rd party
FAM004543	FAM001931	FERM42 - Density Meter (PO 13599)	1,200	1,052	Equipnet / 3rd party
FAM004544	FAM001932	DEV47 - Installation of water purification system	350	307	Equipnet / 3rd party
FAM004550	FAM001939	DEV16 - PROFLEX DUAL PCR SYSTEM (PO 12609)	5,000	4,383	Equipnet / 3rd party
FAM004554	FAM001946	SB34 - Infinite Base Unit, M1000 PRO (PO 12190)	25,000	21,917	Equipnet / 3rd party
FAM004557	FAM001950	SB23 - ATR Shaker Triple Stack (PO 12641)	45,000	39,450	Equipnet / 3rd party
FAM004558	FAM001951	DEV14 - PROFLEX DUAL PCR SYSTEM (PO 12609)	4,600	4,033	Equipnet / 3rd party
FAM004559	FAM001952	DEV15 - PROFLEX DUAL PCR SYSTEM (PO 12609)	4,600	4,033	Equipnet / 3rd party
FAM004560	FAM001953	DEV50 - 4X500 RTR 15&50ML ADAP (PO 13918)	5,250	4,603	Equipnet / 3rd party
FAM004562	FAM001955	LS39 - 4500 ViaFill Dispenser (PO 13595)	11,000	9,643	Equipnet / 3rd party
FAM004563	FAM001956	LS23 - 4500 ViaFill Dispenser (PO 13594)	4,600	4,033	Equipnet / 3rd party
FAM004564	FAM001968	BO01 - Panel Mounts for Echo Bravo #2 (PO 13614)	200	175	Equipnet / 3rd party
FAM004566	FAM001972	Dev56 - SampleScan E-Series 2D Reader (PO 14215)	2,500	2,192	Equipnet / 3rd party
FAM004568	FAM001974	SB11 - Proflex PCR (PO 12977)	4,600	4,033	Equipnet / 3rd party
FAM004569	FAM001975	SB12 - Proflex PCR (PO 12977)	4,400	3,857	Equipnet / 3rd party
FAM004570	FAM001976	HTS04 & HTS05 PlateLoc Thermal Microplate Sealer (	16,000	14,027	Equipnet / 3rd party
FAM004571	FAM001977	Missing Sales Tax PO 5371 Mantis V3	1,100	964	Equipnet / 3rd party
FAM004572	FAM001978	DEV69 - TC20 Automated Cell Counter (PO 14054)	2,400	2,104	Equipnet / 3rd party
FAM004576	FAM001983	SB13 - Proflex PCR (PO 12977)	4,400	3,857	Equipnet / 3rd party
FAM004578	FAM002010	HTS04 & HTS05 - MAC10 Fan Filter (PO 13636)	1,300	1,140	Equipnet / 3rd party
FAM004586	FAM002024	LS61 - Reverse Osmosis Water Treatment System (PO	2,300	2,016	Equipnet / 3rd party
FAM004587	FAM002025	LS25 - Masterflex Digital Pump System (PO 14770)	1,300	1,140	Equipnet / 3rd party
FAM004588	FAM002026	FERM24 - SampleScan E-Series (PO 14484)	3,000	2,630	Equipnet / 3rd party
FAM004590	FAM002028	BTD01 - MicroPulser Electroporator (PO 13946)	1,100	964	Equipnet / 3rd party
FAM004595	FAM002039	HTS18 - Ultralow Temperature Freezer (PO 14403)	6,000	5,260	Equipnet / 3rd party
FAM004596	FAM002040	BO01 - Paneling for Echo #2 (PO 13589)	600	526	Equipnet / 3rd party
FAM004597	FAM002041	FERM42 - (4) Scales (PO 13868)	6,250	5,479	Equipnet / 3rd party
FAM004601	FAM002047	AUTO40 - BioShake Orbital Shaker (Tecan 10 upgrade	1,300	1,118	Equipnet / 3rd party
FAM004604	FAM002051	BO01 Liquid Handling Accessories for ECHO #2 (PO 1	800	701	Equipnet / 3rd party
FAM004609	FAM002059	BO01 - Precise Flex 400, Arms, Grippers for Echo #2 (PO 9809)	14,000	12,273	Equipnet / 3rd party
FAM004610	FAM002061	BO01 - Parts for Echo #2 (PO 10079)	4,000	3,507	Equipnet / 3rd party
FAM004611	FAM002062	BO09 - Software for M1000 (PO 10078)	4,000	3,507	Equipnet / 3rd party
FAM004612	FAM002063	HTS01 - Parts for Tecan 9 (PO 10075)	4,000	3,440	Equipnet / 3rd party
FAM004613	FAM002064	LS39 - Software for media prep platform (PO 10077)	4,000	3,507	Equipnet / 3rd party
FAM004616	FAM002067	SB03 - Multitron Pro w/ Top Cooler (PO 12640)	52,500	46,025	Equipnet / 3rd party
FAM004621	FAM002073	FERM16 - FERM19 - Parts for FERM Tables (PO 15616)	800	701	Equipnet / 3rd party
FAM004625	FAM002077	DEV47 - Mini Shaking Incubator (PO 15832)	2,100	1,841	Equipnet / 3rd party
FAM004626	FAM002078	HTS04 & HTS05 - Ambistore (PO 13433)	12,500	10,958	Equipnet / 3rd party
FAM004627	FAM002081	FERM03-FERM08 DO Sensor (PO 14860)	1,200	1,052	Equipnet / 3rd party
FAM004628	FAM002082	Elcometer & Parts for Products Lab (PO 15320)	7,500	6,575	Equipnet / 3rd party
FAM004630	FAM002084	Techne Gelation Timer for Products Lab (PO 15336)	1,300	1,140	Equipnet / 3rd party
FAM004631	FAM002085	Speedmixer for Products Lab (PO 15410)	6,250	5,479	Equipnet / 3rd party
FAM004632	FAM002086	Oven for Products Lab (PO 15335)	1,400	1,227	Equipnet / 3rd party
FAM004635	FAM002089	Anchor Impeller AR19 for Product Lab (PO 15349)	200	175	Equipnet / 3rd party
FAM004639	FAM002096	FERM16 - Alpha table (PO 15559)	1,100	964	Equipnet / 3rd party
FAM004640	FAM002097	FERM03 - FERM08 - DASGIP System (PO 14890)	330,000	289,300	Equipnet / 3rd party
FAM004642	FAM002099	Mini Shaking Incubator (PO 15832)	2,100	1,841	Equipnet / 3rd party
FAM004643	FAM002100	Positector for Products Lab (PO 15317)	1,300	1,140	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004644	FAM002101	HTS04 & HTS05 - Liha Module (PO 14008)	28,000	24,547	Equipnet / 3rd party
FAM004647	FAM002117	LS61 - Basic Compact Scale (PO 15806)	1,900	1,666	Equipnet / 3rd party
FAM004648	FAM002118	FERM16 - FERM19 - Omicron table (PO 15559)	10,000	8,767	Equipnet / 3rd party
FAM004650	FAM002120	MOTORIZED TEST STAND 110V for Products Lab (PO 16095)	1,700	1,490	Equipnet / 3rd party
FAM004652	FAM002122	18MPRD001 - Thermal Cycler (PO 16496)	5,000	4,383	Equipnet / 3rd party
FAM004653	FAM002123	18MPBR001- Ultralow Temperature Freezer (PO 15950)	6,500	5,698	Equipnet / 3rd party
FAM004656	FAM002176	18DCMT001 - ZAG DNA Analyzer (PO 16459)	25,000	21,917	Equipnet / 3rd party
FAM004660	FAM002181	18MPDN001 - (3) BioShake D30 Elm	4,600	4,033	Equipnet / 3rd party
FAM004661	FAM002182	ea 974365 WIRE SHELF Custom Model #974365 Standard Gray Wire Shelf for T-49F	250	219	Equipnet / 3rd party
FAM004666	FAM002195	FERM03-FERM08 DO Sensor (PO 14860)	900	789	Equipnet / 3rd party
FAM004667	FAM002196	FERM03 - FERM08 Installation Charges (PO 14425)	450	395	Equipnet / 3rd party
FAM004668	FAM002197	LS56 - Autoclave Parts (PO 9247)	6,000	5,260	Equipnet / 3rd party
FAM004669	FAM002198	18GLAB001 - Transfer Cart (PO 16958)	1,500	1,315	Equipnet / 3rd party
FAM004670	FAM002199	CHO - Microscope Frame & Parts (PO 13813)	10,500	9,205	Equipnet / 3rd party
FAM004673	FAM002203	18MPFE001 - Electronic Multichannel (PO 16957)	1,100	964	Equipnet / 3rd party
FAM004676	FAM002207	18MPBR003 - Qubit Fluorometer (PO 17316)	1,500	1,315	Equipnet / 3rd party
FAM004677	FAM002212	18MPBR002 - Spectrophotometer (PO 16948)	2,400	2,104	Equipnet / 3rd party
FAM004678	FAM002215	18MPRD003 - BioShake D30 elm for Tecan 1	1,400	1,227	Equipnet / 3rd party
FAM004692	FAM002270	18MPFE001 - New Mass Spec Manifold (PO 16495)	13,500	11,835	Equipnet / 3rd party
FAM004693	FAM002273	18DCMT003 - Proflex PCR System (PO 18254)	10,500	9,205	Equipnet / 3rd party
FAM004699	FAM002299	Sales tax on CAPEX	24,000	21,040	Equipnet / 3rd party
FAM004702	FAM002304	May 2018 - Rebooking of corrected FAM002123	6,500	5,698	Equipnet / 3rd party
FAM004704	FAM002317	Masterflex L/S Digital Pump System (PO 19091)	1,300	1,140	Equipnet / 3rd party
FAM004708	FAM002322	FERM03 - FERM08 - Installation of DASGIP (PO 14890)	3,000	2,630	Equipnet / 3rd party
FAM004709	FAM002323	18PROD005 - Viscometer (PO 18936)	2,300	2,016	Equipnet / 3rd party
FAM004710	FAM002324	Item AF-0450-02 - 5-Port Vacuum Manifold, Left Handed Trap Assembly, Double Bank, Airfree, Schlenk	1,400	1,227	Equipnet / 3rd party
FAM004711	FAM002326	18MPFE003 - (8) Basic Compact Scales (PO 18505)	15,500	13,588	Equipnet / 3rd party
FAM004712	FAM002327	Clamps for Innova Shaker (PO 18620)	300	263	Equipnet / 3rd party
FAM004713	FAM002329	18GLAB005 - Genesys 10S (PO 19125)	3,000	2,630	Equipnet / 3rd party
FAM004716	FAM002332	Omnispense Pipette Dispense Pump (PO 19076)	1,100	964	Equipnet / 3rd party
FAM004726	FAM002346	18PROD005 - Parts for Viscometer (PO 18936)	1,400	1,227	Equipnet / 3rd party
FAM004729	FAM002349	18PROD002 - VERSA STAR PH/COND KIT (PO 18632)	1,100	964	Equipnet / 3rd party
FAM004730	FAM002350	18DCMT006 - Pipette Multi E12-1200XLS+ (PO 19646)	1,200	1,052	Equipnet / 3rd party
FAM004733	FAM002353	18MNPI001 - 96-well Thermal Cycler (PO 19227)	2,600	2,279	Equipnet / 3rd party
FAM004734	FAM002355	18PROD007 - Vacuum Pump (PO 19739)	1,300	1,140	Equipnet / 3rd party
FAM004742	FAM002370	18TAUT005 - 1260 Infinity II Refractive Index Detector (PO 20416)	4,400	3,857	Equipnet / 3rd party
FAM004743	FAM002372	18PROD006 - Vacuum Oven (PO 19633)	1,300	1,140	Equipnet / 3rd party
FAM004745	FAM002374	Upgrade InfinityLab Sample Thermostat (PO 20413)	4,800	4,208	Equipnet / 3rd party
FAM004747	FAM002403	FERM03 - FERM08 - 25% deposit Increase Bench Scale Ferm Capacity (PO 14890)	115,000	100,817	Equipnet / 3rd party
FAM004749	FAM002405	18DCFF004 - BioShake 3000 elm (PO 20143)	1,100	964	Equipnet / 3rd party
FAM004751	FAM002407	18PROD011 - Two inch Molecular Distillation Wipe Film Unit (PO 21045)	11,000	9,643	Equipnet / 3rd party
FAM004752	FAM002408	18PROD013 - Elcometer Model (PO 21365)	2,100	1,841	Equipnet / 3rd party
FAM004758	FAM002419	18GLAB008 - KREO Tech Plate pourer (PO 21343)	1,600	1,403	Equipnet / 3rd party
FAM004759	FAM002421	18PROD010 - Surface Analyst Pivot (PO 21004)	9,500	8,328	Equipnet / 3rd party
FAM004774	FAM002456	18DCFF002 - Tecan Spark (PO 20124)	24,000	21,040	Equipnet / 3rd party
FAM004779	FAM002463	18DCFF013 ZAG DNA Analyzer (PO 21368)	57,500	50,408	Equipnet / 3rd party
FAM004780	FAM002469	18DCFF014 - Bravo Liquid Handler (PO 21369)	110,000	96,433	Equipnet / 3rd party
FAM004781	FAM002470	18DCFF013 - Parts for ZAG Analyzers (PO 21526)	5,000	4,383	Equipnet / 3rd party
FAM004782	FAM002472	18PROD011 - Two inch Molecular Distillation Wipe Film Unit (PO 21045)	11,000	9,643	Equipnet / 3rd party
FAM004783	FAM002473	18PROD009 - HTCR High Temp Oven (PO 21002)	13,500	11,835	Equipnet / 3rd party
FAM004784	FAM002475	18MPST001 - Innova 44/44R Incubator (PO 18510)	33,000	28,930	Equipnet / 3rd party
FAM004788	FAM002479	18MPST003 - Thermocycler (PO 20979)	12,000	10,520	Equipnet / 3rd party
FAM004789	FAM002480	18PROD012 - Cyclic Voltammeter (PO 21046)	6,000	5,260	Equipnet / 3rd party
FAM004790	FAM002481	18GLAB005 - Spectrophotometer (PO 19125)	1,000	877	Equipnet / 3rd party
FAM004797	FAM002494	18MPBR008 - Ultra-Low Temp Freezer (PO 20535)	3,000	2,630	Equipnet / 3rd party
FAM004808	FAM002515	DASGIP Tables (PO 21239)	350	307	Equipnet / 3rd party
FAM004809	FAM002517	18MPST004 - Proflex Dual PCR System (PO 21805)	29,000	25,423	Equipnet / 3rd party
FAM004810	FAM002518	18DPRO005 - Liquidator (PO 21635)	9,750	8,548	Equipnet / 3rd party
FAM004811	FAM002519	Univo Manual Capper (PO 19830)	1,300	1,140	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004816	FAM002528	18MPFE007 - Spectrophotometer with Printer (PO 21892)	850	588	Equipnet / 3rd party
FAM004817	FAM002529	18PROD018 - FischerScope HM2000S (PO 21941)	18,000	15,780	Equipnet / 3rd party
FAM004818	FAM002530	18PROD017 - Vacuum Pump (PO 21899)	1,400	1,227	Equipnet / 3rd party
FAM004819	FAM002531	18MPST008 - 96-Well Thermal Cycler (PO 22020)	5,750	5,041	Equipnet / 3rd party
FAM004822	FAM002537	18DCFF009 - Tecan Spark (PO 21318)	25,000	21,917	Equipnet / 3rd party
FAM004823	FAM002538	18PROD016 - Dual Range Vacuum & Pressure Regulator (PO 21862)	2,200	1,929	Equipnet / 3rd party
FAM004826	FAM002541	18DCFF006 - Incubating Shaker (PO 21306)	1,800	1,578	Equipnet / 3rd party
FAM004827	FAM002543	18MPST001 - Sticky Pad for Innova 44 (PO 21865)	450	395	Equipnet / 3rd party
FAM004828	FAM002544	VisiFerm DO ECS 325 (PO 21828)	2,600	2,279	Equipnet / 3rd party
FAM004830	FAM002547	18GLAB008 - Parts for KREO Tech Plate Pourer(PO 21343)	6,500	5,698	Equipnet / 3rd party
FAM004831	FAM002548	18DCFF014 - Parts for Bravo Liquid Handler (PO 21369)	12,500	10,958	Equipnet / 3rd party
FAM004832	FAM002549	18DQTM002 - MicroPulser Electroporator (PO 22667)	1,500	1,315	Equipnet / 3rd party
FAM004833	FAM002551	18MNPI002 - Analytical Balance (PO 22668)	2,100	1,841	Equipnet / 3rd party
FAM004835	FAM002554	18DCFF010 - BioSafety Cabinet (PO 21322)	12,000	10,320	Equipnet / 3rd party
FAM004837	FAM002556	18DPRO006 - Avanti Centrifuge Parts (PO 22220)	4,000	3,507	Equipnet / 3rd party
FAM004838	FAM002557	18PROD023 - Vacuum Pump (PO 22204)	1,700	1,490	Equipnet / 3rd party
FAM004839	FAM002558	18PROD018 - Parts for FischerScope HM2000S (PO 21941)	1,900	1,666	Equipnet / 3rd party
FAM004842	FAM002563	18DPRO006 - Avanti Centrifuge Parts (PO 22398)	11,000	9,643	Equipnet / 3rd party
FAM004843	FAM002565	18DPRO006 - Avanti Centrifuge Parts (PO 22220)	3,600	3,156	Equipnet / 3rd party
FAM004847	FAM002571	18PROD014 - Dual Head Abraser Set (PO 21384)	11,000	9,643	Equipnet / 3rd party
FAM004848	FAM002573	Instron 30KN Load Frame Table Model 5967 (PO 22125)	80,000	70,133	Equipnet / 3rd party
FAM004854	FAM002587	18PROD024 - Precision LCR meter (PO 22251)	12,000	10,520	Equipnet / 3rd party
FAM004855	FAM002588	18DPRO009 - Bravo Parts (PO 22921)	12,500	10,958	Equipnet / 3rd party
FAM004857	FAM002590	18MPST011 - MTC Controller (PO 22972)	12,500	10,958	Equipnet / 3rd party
FAM004860	FAM002594	18MPHT003 - Bravo Liquid Handler Bundle (PO 23166)	50,000	43,833	Equipnet / 3rd party
FAM004861	FAM002595	18PROD030 - HR-2 Rheometer (PO 22812)	67,500	59,175	Equipnet / 3rd party
FAM004863	FAM002597	18PROD029 - Discovery DMA 850 (PO 22811)	49,000	42,957	Equipnet / 3rd party
FAM004864	FAM002598	18PROD023 - Balance Enclosure (PO 22250)	3,000	2,630	Equipnet / 3rd party
FAM004866	FAM002601	18PROD031 - Discovery DSC 25 Auto (PO 22813)	100,000	87,667	Equipnet / 3rd party
FAM004867	FAM002602	18MPFE009 - Acme Scales (PO 22405)	6,750	5,918	Equipnet / 3rd party
FAM004868	FAM002603	18PROD020 - Spectrophotometer (PO 22027)	42,000	36,820	Equipnet / 3rd party
FAM004877	FAM002616	18MPHT002 - Freezer -80 degrees (PO 22974)	1,700	1,490	Equipnet / 3rd party
FAM004878	FAM002617	18DQTM003 - Orbital Shaker (PO 22816)	5,750	5,041	Equipnet / 3rd party
FAM004879	FAM002618	18DQTM004 - 5424R Microcentrifuges (PO 23393)	6,250	5,479	Equipnet / 3rd party
FAM004882	FAM002621	18PROD025 - Lyophilizer (PO 22613)	16,000	14,027	Equipnet / 3rd party
FAM004884	FAM002623	18PROD035 - Spectrophotometer (PO 22970)	14,500	12,712	Equipnet / 3rd party
FAM004886	FAM002626	18DQTM018 - DNA Concentrator (PO 23653)	4,400	3,857	Equipnet / 3rd party
FAM004887	FAM002628	18DQTM008 - F-330BAH Ice Maker (PO 23547)	2,400	2,104	Equipnet / 3rd party
FAM004888	FAM002629	18DQTM007 - Viafill Reagent Dispenser (PO 23546)	4,800	4,208	Equipnet / 3rd party
FAM004889	FAM002630	18DQTM010 - Veriti 96W PCR (PO 23633)	11,500	10,082	Equipnet / 3rd party
FAM004891	FAM002632	18DQTM015 - Qubit 4 Flourometer (PO 23633)	1,900	1,666	Equipnet / 3rd party
FAM004899	FAM002641	18DCAC005 - Tecan Spark (PO 23184)	22,000	19,287	Equipnet / 3rd party
FAM004900	FAM002642	18DQTM005 - Spectrophotometer (PO 23394)	6,250	5,479	Equipnet / 3rd party
FAM004901	FAM002643	18DQTM014 - Sterilizer (PO 23633)	4,200	3,682	Equipnet / 3rd party
FAM004902	FAM002644	18PROD026 - Beadbeater (PO 22663)	8,750	7,671	Equipnet / 3rd party
FAM004905	FAM002651	18DPRO011 - Pippin Pulse (PO 23979)	1,900	1,666	Equipnet / 3rd party
FAM004908	FAM002676	18DCFF016 - BioShake 3000 elm (PO 23187)	2,300	2,016	Equipnet / 3rd party
FAM004909	FAM002677	18PROD038 - Vacuum Pump (PO 23748)	9,250	8,109	Equipnet / 3rd party
FAM004912	FAM002681	18DCAC006 - Infinity II (PO 23185)	77,500	67,942	Equipnet / 3rd party
FAM004913	FAM002682	18PROD022 - Viscometer miniPV-H 1 Bath (PO 22191)	34,000	29,807	Equipnet / 3rd party
FAM004918	FAM002687	18PROD034 - Laser Microscope (PO 22814)	87,500	76,708	Equipnet / 3rd party
FAM004920	FAM002690	18TAUT017 - Tecan Fluent (PO 22920)	185,000	162,183	Equipnet / 3rd party
FAM004925	FAM002695	18DQTM021 - Univo Manual Capper (PO 24038)	1,300	1,140	Equipnet / 3rd party
FAM004927	FAM002699	18MPBR014 - Below 80 Freezer (PO 24302)	6,250	5,479	Equipnet / 3rd party
FAM004930	FAM002703	18PROD039 - Vacuum Pump (PO 23748)	2,800	2,455	Equipnet / 3rd party
FAM004931	FAM002704	18MPFE012 - Changeover System (PO 23868)	1,300	1,140	Equipnet / 3rd party
FAM004932	FAM002705	Gardco Drawdown Machine (PO 23750)	5,250	4,603	Equipnet / 3rd party
FAM004938	FAM002729	18PROD036 - Prism Coupler (PO 23282)	26,000	22,793	Equipnet / 3rd party
FAM004939	FAM002730	18DQTM039 - MicroPulser Electroporator (PO 24407)	1,500	1,315	Equipnet / 3rd party

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FAM004941	FAM002734	18DQTM028 - SampleScan E-Series Reader (PO 24300)	2,800	2,455	Equipnet / 3rd party
FAM004942	FAM002735	18DPRO013 - Undercounter Freezer (PO 24050)	1,300	1,140	Equipnet / 3rd party
FAM004943	FAM002736	18MPAC007 - Analytical Balance XS Series (PO 24347)	3,000	2,630	Equipnet / 3rd party
FAM004944	FAM002737	18DQTM025 - Spectrophotometer (PO 24102)	3,000	2,630	Equipnet / 3rd party
FAM004945	FAM002738	18GREF002 - Thermal Imaging Camera (PO 21631)	1,200	1,052	Equipnet / 3rd party
FAM004946	FAM002739	18PROD049 - 2000-EC Light Shield and Zip Shutter (PO 24174)	4,200	3,682	Equipnet / 3rd party
FAM004953	FAM002746	Precision Balance (PO 24076)	1,200	1,052	Equipnet / 3rd party
FAM004960	FAM002754	18PROD050 - Fuel H2 Generator (PO 24676)	4,800	4,208	Equipnet / 3rd party
FAM004961	FAM002755	18MPFE010 - (8) Compact Scales (PO 23745)	16,500	14,465	Equipnet / 3rd party
FAM004962	FAM002756	18DQTM022 - Nanodrop (PO 24099)	4,400	3,857	Equipnet / 3rd party
FAM004963	FAM002757	18DCAC008 - PlateLoc (PO 24981)	17,000	14,903	Equipnet / 3rd party
FAM004968	FAM002762	18MPAC007 - Analytical Balance (PO 24347)	200	175	Equipnet / 3rd party
FAM004972	FAM002767	18PROD004 - Avanti Centrifuge (PO 24180)	11,000	9,643	Equipnet / 3rd party
FAM004973	FAM002768	18PROD052 - Agilent 1260 Infinity II (PO 24685)	50,000	43,833	Equipnet / 3rd party
FAM004979	FAM002775	18MPHT004 - Colony Picker (PO 24695)	87,500	76,708	Equipnet / 3rd party
FAM004980	FAM002776	18DCAC007 - Nitrogen Analyzer (PO 24879)	1,900	1,666	Equipnet / 3rd party
FAM004981	FAM002777	18MPDN003 - Spectrophotometer (po 24700)	8,750	7,671	Equipnet / 3rd party
FAM004982	FAM002778	Fibox 4 (PO 23740)	3,200	2,805	Equipnet / 3rd party
FAM004983	FAM002780	18MPFE012 - Gas Analyzer (PO 24340)	10,000	8,767	Equipnet / 3rd party
FAM004985	FAM002784	18DQTM035 - (4) Vacuum Pumps (PO 24792)	16,500	14,465	Equipnet / 3rd party
FAM004988	FAM002787	18DQTM037 - Echo 550 Liquid Handler (PO 24948)	110,000	96,433	Equipnet / 3rd party
FAM004998	FAM002843	18MPMO002 - VIAFILL Rapid Reagent Dispenser (PO 24674)	4,800	4,208	Equipnet / 3rd party
FAM004999	FAM002844	18DQTM031 - Spark Plate Stacker (PO 24508)	8,500	7,452	Equipnet / 3rd party
FAM005004	FAM002850	18PROD055 - MPLC (PO 25083)	14,000	12,273	Equipnet / 3rd party
FAM005009	FAM002857	18PROD044 - Vacuum Oven (PO 23749)	8,500	7,452	Equipnet / 3rd party
FAM005016	FAM002907	18DQTM037 - Echo 550 Liquid handler (PO 24948)	48,000	42,080	Equipnet / 3rd party
FAM005017	FAM002908	18MPMO006 - Eurostar Overhead Mixer (PO 25633)	1,700	1,490	Equipnet / 3rd party
FAM005018	FAM002909	18MPFE013 - Dasgip Parallel Bioreactor System (PO 24541)	57,500	50,408	Equipnet / 3rd party
FAM005020	FAM002911	19MPMO002 - Acid Corrosive Cabinet (PO 26281)	1,700	1,490	Equipnet / 3rd party
FAM005023	FAM002915	19DPRO001 - Cooling Thermal Shaker (PO 26091)	1,400	1,227	Equipnet / 3rd party
FAM005026	FAM002919	18DCAC007 - Nitrogen Analyzer (PO 24879)	500	438	Equipnet / 3rd party
FAM005028	FAM002923	19PROD001 - Vacuum Oven (PO 25959)	1,200	1,052	Equipnet / 3rd party
FAM005031	FAM002926	18DCAC015 - Thermal Mixer (PO 25422)	4,800	4,208	Equipnet / 3rd party
FAM005034	FAM002929	18MPAC006 - Infinity II (PO 24004)	280,000	245,467	Equipnet / 3rd party
FAM005037	FAM002933	18MPST016 - Avanti J-E HPC Centrifuge (PO 24290)	3,200	2,805	Equipnet / 3rd party
FAM005038	FAM002934	18MPBR015 - Thermo Freezer (PO 25342)	14,500	12,712	Equipnet / 3rd party
FAM005042	FAM002938	18PROD051 - GC-MS Parts & Installation (PO 24683)	45,000	39,450	Equipnet / 3rd party
FAM005043	FAM002939	18DCAC004 - Ion Chromatography System (PO 22989)	77,500	67,942	Equipnet / 3rd party
FAM005044	FAM002941	18PROD047 - Drawdown Machine (PO 23750)	5,250	4,603	Equipnet / 3rd party
FAM005045	FAM002942	18MPST017 - DNA Concentrator (PO 24557)	9,000	7,890	Equipnet / 3rd party
FAM005055	FAM002954	18DPRO015 - Tecan Fluent 780 (PO 24672)	77,500	66,650	Equipnet / 3rd party
FAM005059	FAM002960	18DQTM030 - TSX Ultra Low Freezer -80 (PO 24436)	3,400	2,981	Equipnet / 3rd party
FAM005060	FAM002961	18MPFE012 - Changeover System (PO 23868)	6,500	5,698	Equipnet / 3rd party
FAM005061	FAM002962	19MNPI008 - Sterilizer (PO 27193)	4,400	3,857	Equipnet / 3rd party
FAM005063	FAM002964	18DQTM019 - DI Water System (23653)	2,100	1,841	Equipnet / 3rd party
FAM005067	FAM002968	Casters for Dasgip/Ferm Tables (PO 25323)	1,400	1,227	Equipnet / 3rd party
FAM005068	FAM002969	18DQTM020 - Freezer -20C (PO 23756)	4,600	4,033	Equipnet / 3rd party
FAM005074	FAM002975	Miller Electric TIG Welder (PO 25834)	4,600	4,033	Equipnet / 3rd party
FAM005077	FAM002978	19PROD003 - Temperature Controller (PO 26778)	1,300	1,140	Equipnet / 3rd party
FAM005080	FAM003006	18MPAC011 - Lab Freezer -20c (PO 25451)	4,800	4,208	Equipnet / 3rd party
FAM005084	FAM003011	19MPBR001 - Reach-in Freezer (PO 26447)	1,700	1,490	Equipnet / 3rd party
FAM005085	FAM003013	Flex Bucket Rotor F/A-4-81(PO 25419)	1,000	877	Equipnet / 3rd party
FAM005087	FAM003015	19DQTM008 - Bug Lab ODScanner (PO 27353)	2,400	2,104	Equipnet / 3rd party
FAM005097	FAM003025	18DCAC007 - Nitrogen Analyzer (PO 24879)	500	438	Equipnet / 3rd party
FAM005103	FAM003033	19MNPI005 - Avanti Centrifuge (PO 27055)	5,000	4,383	Equipnet / 3rd party
FAM005106	FAM003036	19DQTM013 - Whisper Storage Cabinet (PO 28332)	2,100	1,841	Equipnet / 3rd party
FAM005107	FAM003037	18MPBR013 - LabGard ES Cabinet (PO 24181)	5,750	5,041	Equipnet / 3rd party
FAM005108	FAM003038	19PROD006 - Gas Cooling Accessory (PO 27827)	8,000	7,013	Equipnet / 3rd party
FAM005109	FAM003039	18DQTM026 - Tecan Fluent 780 (PO 24122)	150,000	129,000	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005111	FAM003041	19MPBR008 - Whisper Flow Cabinet (PO 29131)	2,100	1,841	Equipnet / 3rd party
FAM005112	FAM003042	Toggle Press for ASTM (PO 26456)	2,400	2,104	Equipnet / 3rd party
FAM005113	FAM003043	Dasgip Parallel Bioreactor System (PO 24541)	165,000	144,650	Equipnet / 3rd party
FAM005118	FAM003050	18MPFE011 - BioEtOH Vessel (PO 23753)	24,000	21,040	Equipnet / 3rd party
FAM005119	FAM003051	19DPRO002 - Design Study for Biomass Well Plate Feeding System (PO 28242)	6,500	5,698	Equipnet / 3rd party
FAM005120	FAM003052	18DQTM036 - Innova Shaker Triple Stack (PO 24801)	33,000	28,930	Equipnet / 3rd party
FAM005123	FAM003057	19MNPI001 - Innova 44R 6 of 6 (PO 26136)	14,000	12,273	Equipnet / 3rd party
FAM005124	FAM003058	19MNPI001 - Innova 44R 2 of 6 (PO 26136)	11,000	9,643	Equipnet / 3rd party
FAM005125	FAM003059	19MNPI001 - Innova 44R 3 of 6 (PO 26136)	10,500	9,205	Equipnet / 3rd party
FAM005138	FAM003079	18PROD009 - Heating Mantle (PO 27080)	1,200	1,052	Equipnet / 3rd party
FAM005139	FAM003080	19MNPI010 - DI Water System (PO 27196)	6,750	5,918	Equipnet / 3rd party
FAM005140	FAM003082	18MPMO004 - Plate Pourer (PO 25394)	23,000	20,163	Equipnet / 3rd party
FAM005141	FAM003085	19MNPI011 - Floor Centrifuge (PO 27349)	1,600	1,403	Equipnet / 3rd party
FAM005142	FAM003086	19MNPI005 - Centrifuge AVANTI J-E HPC/EA (PO 27055)	15,500	13,588	Equipnet / 3rd party
FAM005143	FAM003087	19DPRO002 - Biomass Well Plate System (PO 28242)	12,500	10,958	Equipnet / 3rd party
FAM005144	FAM003088	19MNPI011 - 369001/AVANTI Floor Centrifuge (PO 27349)	4,400	3,857	Equipnet / 3rd party
FAM005145	FAM003089	16 Position Stream Selector (PO 27442)	1,100	964	Equipnet / 3rd party
FAM005146	FAM003090	19MPHT003 - Whisper Cabinet (PO 29392)	2,500	2,192	Equipnet / 3rd party
FAM005147	FAM003091	19DQTM019 - Stackable Innova 42R Shaker (PO 29856)	6,750	5,918	Equipnet / 3rd party
FAM005148	FAM003093	19MNPI011 - Avanti Centrifuge (PO 27349)	13,500	11,835	Equipnet / 3rd party
FAM005151	FAM003097	19MPFE004 - Mass Spectrometer (PO 27022)	95,000	83,283	Equipnet / 3rd party
FAM005153	FAM003099	19MPAC003 - InfinityLab Thermostat (PO 28852)	20,000	17,533	Equipnet / 3rd party
FAM005154	FAM003100	18TAUT001 - Tecan Fluent Parts (PO 25340)	72,500	62,350	Equipnet / 3rd party
FAM005156	FAM003102	19MPFE005 - Biocabinet (PO 28532)	13,500	11,835	Equipnet / 3rd party
FAM005159	FAM003109	19MPFE009 - ICS425 Scale (PO 29114)	45,000	39,450	Equipnet / 3rd party
FAM005162	FAM003112	18DCAC007 - Nitrogen Analyzer (PO 24879)	31,000	27,177	Equipnet / 3rd party
FAM005163	FAM003113	JS-5.3 Rotor Package (PO 24289)	6,250	5,479	Equipnet / 3rd party
FAM005172	FAM003157	19DCMT001 - Gel Doc (PO 28705)	8,250	7,233	Equipnet / 3rd party
FAM005177	FAM003162	19DQTM007 - Oil-Less Compressor (PO 27351)	3,600	3,156	Equipnet / 3rd party
FAM005178	FAM003163	18DPRO015 - Tecan Fluent 780 (PO 24672)	77,500	66,650	Equipnet / 3rd party
FAM005179	FAM003164	18MPFE013 - Parts of DASGIP System (PO 24541)	3,400	2,981	Equipnet / 3rd party
FAM005180	FAM003165	Turrax and Accessories (PO 28287)	2,200	1,929	Equipnet / 3rd party
FAM005184	FAM003169	Veriti 96W Thermal Cycler 1 of 2 (PO 28708)	4,000	3,507	Equipnet / 3rd party
FAM005186	FAM003171	Proflex Dual PCR System 1 of 2 (PO 28708)	8,250	7,233	Equipnet / 3rd party
FAM005187	FAM003172	Proflex Dual PCR System 2 of 2 (PO 28708)	8,250	7,233	Equipnet / 3rd party
FAM005188	FAM003173	19MPFE004 - Shipping (PO 27022)	2,300	2,016	Equipnet / 3rd party
FAM005189	FAM003174	19MPBR006 - Veriti Thermal Cycler (PO 29081)	3,000	2,630	Equipnet / 3rd party
FAM005190	FAM003176	19DQTM016 - Rotor Avanti JA-17 (PO 28769)	3,400	2,981	Equipnet / 3rd party
FAM005191	FAM003177	20" Floor Drill Press (PO 28784)	6,000	5,260	Equipnet / 3rd party
FAM005192	FAM003178	Grizzly Lathe (PO 28976)	4,400	3,857	Equipnet / 3rd party
FAM005193	FAM003179	18MPST001 - Innova 44 Parts (1 of 2)	500	438	Equipnet / 3rd party
FAM005195	FAM003181	18MPST001 - Innova 44 Parts (2 of 2)	500	438	Equipnet / 3rd party
FAM005197	FAM003183	19MPQI001 - Parts for Water System (PO 28192)	150	132	Equipnet / 3rd party
FAM005198	FAM003185	19MNPI010 - Parts for DI Water System (PO 27196)	750	658	Equipnet / 3rd party
FAM005203	FAM003190	19MNPI001 - Warranty for Innova 44R Shakers (PO 26136)	9,750	8,548	Equipnet / 3rd party
FAM005204	FAM003192	19MPFE008 - Innova 44i Shaker 1 of 2 (PO 28649)	39,000	34,190	Equipnet / 3rd party
FAM005218	FAM003240	18PROD004 - Electronic Switchover (PO 26868)	1,900	1,314	Equipnet / 3rd party
FAM005219	FAM003241	18TAUT019 - Cytomat for Track & Cart (PO 24028)	37,000	32,437	Equipnet / 3rd party
FAM005222	FAM003247	18MPHT004 - Software for QPIX (PO 24695)	3,600	3,156	Equipnet / 3rd party
FAM005223	FAM003248	19TAUT010 - Freedom EVO 200 (PO 27918)	105,000	90,300	Equipnet / 3rd party
FAM005225	FAM003250	19DQTM019 - Innova 42R Shaker (PO 29856)	1,000	877	Equipnet / 3rd party
FAM005228	FAM003253	19MPBR007 - Nanodrop 2000 (PO 29111)	5,500	4,822	Equipnet / 3rd party
FAM005239	FAM003298	19MPST001 - 96W Plate Handler (PO 31149)	3,200	2,805	Equipnet / 3rd party
FAM005240	FAM003299	19MNPI007 - Geldoc XR+ (PO 27191)	7,750	6,794	Equipnet / 3rd party
FAM005241	FAM003300	19PROD012 - Titrator Compact C30SD (PO 30962)	7,250	6,356	Equipnet / 3rd party
FAM005242	FAM003302	Visiferm DO ECS 225 (PO 30732)	28,000	24,547	Equipnet / 3rd party
FAM005243	FAM003303	19DCAC004 - Vertical Condenser (PO 31265)	18,000	15,780	Equipnet / 3rd party
FAM005244	FAM003305	19MNPI042 - Drop Dispenser (PO 31054)	1,800	1,578	Equipnet / 3rd party
FAM005245	FAM003307	19MPAC005 - Analytical Balance XSR304 (PO 31096)	3,600	3,156	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005248	FAM003311	18PROD055 - MPLC System (PO 25083)	2,100	1,841	Equipnet / 3rd party
FAM005256	FAM003325	19PROD010 - Parr Reactor 50% down (PO 30390)	8,250	7,233	Equipnet / 3rd party
FAM005257	FAM003326	19DCTE001 - SFR Vario LG1 (PO 30021)	21,000	18,410	Equipnet / 3rd party
FAM005261	FAM003330	Labfors 5 Ferm Impellers (PO 28774)	100	88	Equipnet / 3rd party
FAM005263	FAM003333	19MPHT004 - Gemini X2 Generator (PO 29786)	6,000	5,260	Equipnet / 3rd party
FAM005264	FAM003334	19MNPI029 - Gemini X2 Generator (PO 29871)	6,500	5,698	Equipnet / 3rd party
FAM005266	FAM003337	Rebilling for FAM002680 (PO 23653)	5,000	4,383	Equipnet / 3rd party
FAM005274	FAM003345	19MEPI001 - Air 20L Bioreactor Parts (PO 28772)	7,000	6,137	Equipnet / 3rd party
FAM005278	FAM003350	19PROD010 - Parr Reactor (PO 30390)	8,750	7,671	Equipnet / 3rd party
FAM005279	FAM003351	19MPBR011 - Innova Freezer (PO 30890)	5,250	4,603	Equipnet / 3rd party
FAM005280	FAM003352	19DCAC002 - Software for InfinityLab Flex Bench	100	88	Equipnet / 3rd party
FAM005281	FAM003353	19PROD012 - Titrator Compact C30SD (PO 30962)	550	482	Equipnet / 3rd party
FAM005282	FAM003354	19MNPI047 - Stirrer Reservoir (PO 40462)	2,400	2,104	Equipnet / 3rd party
FAM005283	FAM003355	19MNPI002 - Fluent 780 (PO 26646)	82,500	72,325	Equipnet / 3rd party
FAM005284	FAM003357	19DCAC005 - UV-VIS Detector (PO 31273)	450	395	Equipnet / 3rd party
FAM005290	FAM003364	Metal Lap Shear (PO 31223)	1,800	1,578	Equipnet / 3rd party
FAM005291	FAM003365	18DCFF012 - 369001 Avanti J-E (PO 23561)	700	614	Equipnet / 3rd party
FAM005292	FAM003366	19MPFE012 - Acid Cabinet (PO 31263)	4,000	3,507	Equipnet / 3rd party
FAM005293	FAM003367	19MPFE005 - Elite Phase Contrast (PO 28532)	2,200	1,929	Equipnet / 3rd party
FAM005294	FAM003368	Controller Temp (PO 29922)	1,200	1,052	Equipnet / 3rd party
FAM005295	FAM003371	19MPFE004 - Mass Spec (PO 27022)	8,250	7,233	Equipnet / 3rd party
FAM005297	FAM003373	19PROD011 - Automatic Cupping Tester (PO 30789)	3,400	2,981	Equipnet / 3rd party
FAM005299	FAM003376	18MPHT004 - Installation of Qpix (PO 24695)	2,300	2,016	Equipnet / 3rd party
FAM005301	FAM003378	18TAUT019 - Cytomat 2 Installation (PO 24028)	1,200	1,052	Equipnet / 3rd party
FAM005303	FAM003382	19MPMO001- NU-S240-630 Laminar Flow Hood (PO 26038)	11,500	10,082	Equipnet / 3rd party
FAM005304	FAM003383	19PROD015 - Benchtop Chiller (PO 31344)	2,100	1,841	Equipnet / 3rd party
FAM005306	FAM003386	19MNPI031 - EVO 200 Air LiHa & MCA-96 (PO 29946)	110,000	96,433	Equipnet / 3rd party
FAM005307	FAM003387	19DCAC005 - UV-VIS Detector (PO 31273)	24,000	21,040	Equipnet / 3rd party
FAM005309	FAM003390	19DCMT002 - PippenHT Size Selection System (PO 42560)	16,000	14,027	Equipnet / 3rd party
FAM005310	FAM003391	19DCAC008 - E4 Pipette Multi E12-1200XLS+ (PO 42845)	2,600	2,279	Equipnet / 3rd party
FAM005311	FAM003392	19MPHT002 - LabGard ES Biosafety Cabinet (PO 29273)	12,500	10,958	Equipnet / 3rd party
FAM005314	FAM003396	19MPQI004 - MP80 Melting Point System (PO 41308)	8,750	7,671	Equipnet / 3rd party
FAM005319	FAM003402	18DQTM038- Mantis Liquid Handler (PO 24954)	22,000	19,287	Equipnet / 3rd party
FAM005323	FAM003406	19MNPI043 - Anaerobic Chamber (PO 31057)	26,000	22,793	Equipnet / 3rd party
FAM005330	FAM003437	19MPFE002 - 630LS Sterilizer (PO 26135)	800	701	Equipnet / 3rd party
FAM005331	FAM003438	19MPFE003 - Reliance 500XLS Glassware Washer (PO 26135)	42,000	36,820	Equipnet / 3rd party
FAM005333	FAM003440	19DPRO004 - E4 Pipette Multi E12-1200XLS+ (PO 43264)	1,400	1,227	Equipnet / 3rd party
FAM005334	FAM003441	19MNPI043 - Parts for Anaerobic Chamber (PO 31057)	150	132	Equipnet / 3rd party
FAM005336	FAM003443	OPUS Dispenser (PO 30907)	1,200	1,052	Equipnet / 3rd party
FAM005338	FAM003446	19PROD034 - Master Flex L/S Pump (PO 44306)	2,100	1,841	Equipnet / 3rd party
FAM005339	FAM003447	19DCMT003 - Rotor Kit for Speedvac (PO 43040)	3,800	3,331	Equipnet / 3rd party
FAM005341	FAM003449	19PROD032 - Vaccum Oven (PO 41448)	3,400	2,981	Equipnet / 3rd party
FAM005342	FAM003450	19DTEN001 - Cell Disruptor (PO 42521)	450	395	Equipnet / 3rd party
FAM005343	FAM003451	19DCAC007 - Flow Cell (PO 41758)	1,300	1,140	Equipnet / 3rd party
FAM005346	FAM003454	19PROD022 - Vacuum System 59212 (PO 40749)	16,500	14,465	Equipnet / 3rd party
FAM005347	FAM003455	19MNPI049 - ATR Triple Stack (PO 41076)	77,500	67,942	Equipnet / 3rd party
FAM005350	FAM003459	19MPAC006 - Parts for Water System (PO 42814)	150	132	Equipnet / 3rd party
FAM005351	FAM003460	19DTEN001 - Cell Disruptor (PO 42521)	2,600	2,279	Equipnet / 3rd party
FAM005352	FAM003462	19DQTM011 - AKTA HiLoad Superdex (PO 42965)	3,600	3,156	Equipnet / 3rd party
FAM005353	FAM003463	RAE System (PO 26951)	4,800	4,208	Equipnet / 3rd party
FAM005354	FAM003464	19MNPI034 - PROFLEX DUAL 384W PCR SYSTEM (PO 31044)	25,000	21,917	Equipnet / 3rd party
FAM005355	FAM003465	19DCAC002 - InfinityLab Flex Bench (PO 28980)	3,000	2,630	Equipnet / 3rd party
FAM005356	FAM003466	Emergency Showers (PO 28185)	3,200	2,805	Equipnet / 3rd party
FAM005357	FAM003467	19MNPI012 - Multi-Position Digital Stirring Hotplates (PO 27352)	1,400	1,227	Equipnet / 3rd party
FAM005358	FAM003468	18DCAC004 - Ion Chromatography System (PO 27209)	16,000	14,027	Equipnet / 3rd party
FAM005359	FAM003469	19MPFE002 - Installation of Sterilizer (PO 26135)	4,600	4,033	Equipnet / 3rd party
FAM005360	FAM003470	19MPFE003 - Installation of Glass Washers (PO 26135)	3,800	3,331	Equipnet / 3rd party
FAM005361	FAM003471	19PROD035 - Solvent Trap (PO 44605)	1,700	1,490	Equipnet / 3rd party
FAM005362	FAM003472	19DQTM001 - Centrifuge 5425 (PO 26535)	1,300	1,140	Equipnet / 3rd party

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FAM005363	FAM003473	TGA 550 Thermogravimetric Analyzer (SymicBio)	24,000	21,040	Equipnet / 3rd party
FAM005365	FAM003475	19MEPI004 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005366	FAM003476	19MEPI003 - Labfors Vessel Reactor (PO 31345)	97,500	85,475	Equipnet / 3rd party
FAM005367	FAM003477	19MEPI005 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005368	FAM003478	19MEPI007 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005369	FAM003479	19MEPI006 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005370	FAM003480	19MEPI009 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005371	FAM003481	19MEPI008 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005372	FAM003482	19MEPI010 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005373	FAM003483	19MEPI012 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005374	FAM003484	19MEPI011 - Labfors Vessel Reactor (PO 31345)	46,000	40,327	Equipnet / 3rd party
FAM005377	FAM003500	19MNPI033 - LabGard ES Biosafety Cabinet (PO 30920)	6,500	5,698	Equipnet / 3rd party
FAM005378	FAM003501	19MPFE002 - Autoclave Steam Sterilizer (PO 26135)	50,000	43,833	Equipnet / 3rd party
FAM005379	FAM003502	19MNPI023 - BSL-2 Enclosure for Evo (PO 29845)	15,000	13,150	Equipnet / 3rd party
FAM005380	FAM003503	19MPQI006 - Genpurp Vac Oven 1.5FT3 120V (PO 41307)	3,400	2,981	Equipnet / 3rd party
FAM005382	FAM003505	19PROD023 - Kugelrohr Glass Oven (PO 41446)	7,000	6,137	Equipnet / 3rd party
FAM005383	FAM003506	19MPQI008 - Genesys UV-VIS & Printer (PO 41917)	2,000	1,383	Equipnet / 3rd party
FAM005385	FAM003508	19MPQI003 - Refracto 30GS (PO 41026)	1,800	1,578	Equipnet / 3rd party
FAM005388	FAM003511	19MPFE017 - DASGIP Vessels (PO 40457)	47,000	41,203	Equipnet / 3rd party
FAM005389	FAM003513	19PROD028 - High Pressure Stirred Cell (PO 43070)	1,800	1,578	Equipnet / 3rd party
FAM005390	FAM003515	19DCTE019 - Booster Pump for Water Filter (PO 42299)	250	219	Equipnet / 3rd party
FAM005392	FAM003517	19DCTE002 - V10 Humidifiers (PO 41030)	43,000	37,697	Equipnet / 3rd party
FAM005394	FAM003521	19MPQI005 - Viscometer (PO 41307)	1,800	1,578	Equipnet / 3rd party
FAM005395	FAM003522	19MNPI052 - Microplate shaker (PO 42122)	2,000	1,753	Equipnet / 3rd party
FAM005396	FAM003523	Vacuum Pump (PO 41720)	1,500	1,315	Equipnet / 3rd party
FAM005407	FAM003564	19DPRO002 - Biomass Well Plate Feeding System (PO 28242)	72,500	63,558	Equipnet / 3rd party
FAM005408	FAM003565	19MEPI013 - Fermentation Frame *Assembled Frames* (PO 41031)	19,500	17,095	Equipnet / 3rd party
FAM005409	FAM003566	19DPRO005 - Disc Drop Dispenser (PO 43968)	1,900	1,666	Equipnet / 3rd party
FAM005411	FAM003568	19DQTM020 - Masterflex Pump (PO 42513)	2,500	2,192	Equipnet / 3rd party
FAM005414	FAM003571	19DPRO006 - Microscope Parts (PO 44892)	7,000	6,137	Equipnet / 3rd party
FAM005416	FAM003573	19DCTE002 - Humidifiers (PO 41030)	35,000	30,683	Equipnet / 3rd party
FAM005419	FAM003578	19MPAC021 - Upgrade kit Multi-wash for Multisampler (PO 44935)	25,000	21,917	Equipnet / 3rd party
FAM005420	FAM003579	19MPFE027 - Visferm Probes (PO 44936)	87,500	76,708	Equipnet / 3rd party
FAM005421	FAM003581	19MPST004 - Freezer racks for TSX500A (PO 42204)	400	351	Equipnet / 3rd party
FAM005422	FAM003582	19MPFE028 - FilterCart (PO 45207)	2,800	2,455	Equipnet / 3rd party
FAM005424	FAM003585	19MPFE017 - DASGIP Vessels (PO 44894)	28,000	24,547	Equipnet / 3rd party
FAM005425	FAM003586	19PROD037 - Instron Static Load Cell (PO 44838)	7,500	6,575	Equipnet / 3rd party
FAM005426	FAM003587	19PROD016 - Analytical Balance (PO 40389)	200	175	Equipnet / 3rd party
FAM005429	FAM003592	19PROD039 - Vacuum Pump (PO 45766)	6,250	5,479	Equipnet / 3rd party
FAM005430	FAM003593	19PROD038 - Datalogger Program (PO 45062)	200	175	Equipnet / 3rd party
FAM005431	FAM003597	19PROD029 - Masterflex Pump (PO 43730)	1,700	1,490	Equipnet / 3rd party
FAM005433	FAM003599	19PROD043 - Gear Pump (PO 46068)	2,000	1,753	Equipnet / 3rd party
FAM005434	FAM003600	Bioprocess Software (PO 30274)	600	526	Equipnet / 3rd party
FAM005435	FAM003601	19MNPI023 - BSL2 Enclosures (PO 29845)	16,000	14,027	Equipnet / 3rd party
FAM005437	FAM003603	19MPQI004 - MP80 Melting Point System Tax (PO 41308)	400	351	Equipnet / 3rd party
FAM005440	FAM003607	19MPAC014 - Flex Benches (PO 44701)	2,600	2,279	Equipnet / 3rd party
FAM005442	FAM003609	19MPFE030 - BioShake 3000 elm (PO 46546)	1,300	1,140	Equipnet / 3rd party
FAM005443	FAM003610	19MPQI011 - Emergency Shower (PO 45061)	3,400	2,981	Equipnet / 3rd party
FAM005444	FAM003611	19MPQI012 - PH/Conductivity meter (PO 45865)	600	526	Equipnet / 3rd party
FAM005445	FAM003612	19MNPI051 - Exact Extraction Unit (PO 41893)	2,500	2,192	Equipnet / 3rd party
FAM005447	FAM003614	19MNPI023 - BSL2 Enclosures (PO 29845)	180,000	157,800	Equipnet / 3rd party
FAM005449	FAM003616	19PROD001 - Vacuum Oven & Pump (PO 25959)	8,500	7,452	Equipnet / 3rd party
FAM005450	FAM003617	19DSEQ005 - Proflex Dual PCR System (PO 45451)	37,000	32,437	Equipnet / 3rd party
FAM005451	FAM003619	19MPFE017 - DASGIP Vessels (PO 44894)	80,000	70,133	Equipnet / 3rd party
FAM005452	FAM003620	19MNPI023 - BSL-2 enclosure for QPIX420 (PO 29845)	27,000	23,670	Equipnet / 3rd party
FAM005453	FAM003621	19MNPI024 - BSL-2 enclosure for Bravo workstation (PO 29845)	6,250	5,479	Equipnet / 3rd party
FAM005454	FAM003622	19MPFE033 - Fume Hood (PO 47642)	2,200	1,929	Equipnet / 3rd party
FAM005456	FAM003625	19DPRO002 - Biomass Well Plate Feeding System (PO 28242)	60,000	52,600	Equipnet / 3rd party
FAM005457	FAM003626	19MPFE017 - DASGIP Vessels (PO 44894)	27,000	23,670	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005458	FAM003627	19PROD033 - Custom Ducted Enclosure (PO 44309)	3,200	2,805	Equipnet / 3rd party
FAM005486	FAM003681	19MPST010 - BioShake D30 elm (PO 42211)	6,000	5,260	Equipnet / 3rd party
FAM005488	FAM003683	19DTEN003 - Microplate Horn (PO 45861)	4,600	4,033	Equipnet / 3rd party
FAM005489	FAM003684	19PROD031 - Plate and Frame Filter Press (PO 44128)	8,000	7,013	Equipnet / 3rd party
FAM005490	FAM003685	19DTEN002 - UV Crosslinker XL1500 (PO 45005)	1,300	1,140	Equipnet / 3rd party
FAM005491	FAM003686	19MNPI054 - 4-Well Tumble Bubble Paddle Reservoir (PO 46926)	1,300	1,140	Equipnet / 3rd party
FAM005492	FAM003687	19DCTE017 - Applikon Micro Matrix (PO 41032)	165,000	144,650	Equipnet / 3rd party
FAM005494	FAM003689	19FEHS001 - Altair 5x Gass (PO 47409)	3,800	3,331	Equipnet / 3rd party
FAM005495	FAM003690	19MPFE029 - E4 Adjustable Spacer (PO 46059)	1,500	1,315	Equipnet / 3rd party
FAM005497	FAM003692	19PROD050 - Lap Shear Clamping Assembly (PO 45352)	3,200	2,805	Equipnet / 3rd party
FAM005498	FAM003693	19DCTE019 - Elga Water Filtration System (PO 42299)	4,400	3,857	Equipnet / 3rd party
FAM005499	FAM003695	19MNPI023 - Factory and Site Acceptance Test (PO 29845)	15,000	13,150	Equipnet / 3rd party
FAM005500	FAM003697	19PROD047 - CONTROLLER TEMP APOLLO TYPE T (PO 46531)	1,300	1,140	Equipnet / 3rd party
FAM005501	FAM003698	19PROD045 - Precision Balance (PO 46212)	1,900	1,666	Equipnet / 3rd party
FAM005502	FAM003699	19MEPI014 - Fermentation Frame *Assembled Frame* (PO 41031)	4,000	3,507	Equipnet / 3rd party
FAM005505	FAM003705	19MPHT005 - Tecan Spark Barcode Upgrade (PO 45909)	3,200	2,805	Equipnet / 3rd party
FAM005506	FAM003706	19MPST007 - Air Liha Arm Upgrade (PO 42210)	43,000	37,697	Equipnet / 3rd party
FAM005508	FAM003709	19DCTE017 - Applikon Micro Matrix Installation & Training (PO 41032)	3,200	2,805	Equipnet / 3rd party
FAM005509	FAM003710	Deposit for ICS425k-3XS/f Compact Scales (PO 44663)	57,500	50,408	Equipnet / 3rd party
FAM005513	FAM003768	19PROD036 - Linkam System (PO 44839)	24,000	21,040	Equipnet / 3rd party
FAM005514	FAM003769	19MPFE024 - Trolley for Tutt Autoclave (PO 43124)	1,600	1,403	Equipnet / 3rd party
FAM005515	FAM003771	19PROD038 - L5MA Mixer-Homogenizer (PO 45062)	6,500	5,698	Equipnet / 3rd party
FAM005516	FAM003772	19PROD041 - Hioki System (PO 44171)	21,000	18,410	Equipnet / 3rd party
FAM005517	FAM003773	19PROD052 - Titrator (PO 47810)	13,000	11,397	Equipnet / 3rd party
FAM005518	FAM003774	18PROD030 - HR-2 Rheometer (PO 46331)	3,600	3,156	Equipnet / 3rd party
FAM005519	FAM003775	19DSEQ001 - Echo Platform (PO 44775)	34,000	29,807	Equipnet / 3rd party
FAM005520	FAM003776	19MPHT006 - Spark Stacker Upgrade (PO 46313)	8,250	7,233	Equipnet / 3rd party
FAM005521	FAM003777	19PROD046 - MoisutreMeterSC (PO 46273)	2,800	2,455	Equipnet / 3rd party
FAM005522	FAM003778	19PROD020 - Discovery Mass Spectrometer (PO 40669)	62,500	54,792	Equipnet / 3rd party
FAM005523	FAM003779	19MPFE009 - Mettler Toledo Compact Scales (PO 44962)	72,500	63,558	Equipnet / 3rd party
FAM005524	FAM003780	19DPRO002 - Biomass Well Plate Feeding System (PO 28242)	38,000	33,313	Equipnet / 3rd party
FAM005525	FAM003781	19MPFE033 - Fume hood base for AMBR Lab (PO 47624)	2,200	1,929	Equipnet / 3rd party
FAM005530	FAM003786	19PROD038 - Shipping for Mixer-Homogenizer (PO 45062)	200	175	Equipnet / 3rd party
FAM005531	FAM003787	PFE High Volume chip (PO 46925)	2,000	1,753	Equipnet / 3rd party
FAM005536	FAM003795	19MPFE038 - Bioshake D30 elm (PO 48829)	1,700	1,490	Equipnet / 3rd party
FAM005537	FAM003796	19PROD054 - L5MA Laboratory Mixer Homogenizer (PO 48543)	4,400	3,857	Equipnet / 3rd party
FAM005538	FAM003797	19PROD053 - Accel 500 Cooling/Heating Recirculating Chiller (PO 47648) 2/4	500	438	Equipnet / 3rd party
FAM005539	FAM003798	19PROD053 - Accel 500 Cooling/Heating Recirculating Chiller (PO 47648) 1/4	500	438	Equipnet / 3rd party
FAM005540	FAM003799	19PROD053 - Accel 500 Cooling/Heating Recirculating Chiller (PO 47648) 3/4	500	438	Equipnet / 3rd party
FAM005541	FAM003801	19MPAC006 - Installation of Water System (PO 42814)	850	745	Equipnet / 3rd party
FAM005543	FAM003803	19MPFE031 - Shipping (PO 47100)	300	263	Equipnet / 3rd party
FAM005544	FAM003805	19MPFE041 - Anton Par Handheld Density Meter (PO 48832)	1,700	1,490	Equipnet / 3rd party
FAM005545	FAM003806	19PROD013 - Vaccuumless Thinky Centrifugal Mixer (PO 31268)	7,750	6,794	Equipnet / 3rd party
FAM005546	FAM003807	19DCTE018 - Modbus Driver (PO 42290)	2,400	2,104	Equipnet / 3rd party
FAM005559	FAM003862	19MPFE035 - TECO Assembly Bravo Enclosure (PO 48827)	9,750	8,548	Equipnet / 3rd party
FAM005561	FAM003864	19MPST022 - BBE Spark Enclosure for BSL-2 (PO 48637)	5,500	4,822	Equipnet / 3rd party
FAM005562	FAM003873	19PROD027 - Benchtop Chiller (PO 42596)	2,200	1,929	Equipnet / 3rd party
FAM005567	FAM003879	19PROD021 - VAC System (PO 40749)	38,000	33,313	Equipnet / 3rd party
FAM005568	FAM003880	19MPAC027 - Ultrasonic Cleaner (PO 43884)	1,600	1,403	Equipnet / 3rd party
FAM005571	FAM003928	19MPFE034 - Density Concentration Meter (PO 48058)	1,700	1,490	Equipnet / 3rd party
FAM005572	FAM003949	Lico 690 Professional Spectral Colorimeter (PO 51046)	11,500	10,082	Equipnet / 3rd party
FAM005573	FAM003955	19PROD036 - Set-up and Training (PO 44839)	1,600	1,403	Equipnet / 3rd party
FAM005581	FAM004030	High Capacity Speedvac (PO 43952)	9,000	7,890	Equipnet / 3rd party
FAM005585	FAM004035	20PROD001 - Apogee 300 Bake Plate & Parts (PO 49006)	35,000	30,683	Equipnet / 3rd party
FAM005586	FAM004036	19MPST019 - Tecan Evo 200 Enclosure (PO 46185)	32,000	28,053	Equipnet / 3rd party
FAM005587	FAM004037	19MPST019 - Tecan Evo 200 Enclosure (PO 46185)	32,000	28,053	Equipnet / 3rd party
FAM005588	FAM004039	19MPST019 - Tecan Evo 200 Enclosure (PO 46185)	35,000	30,683	Equipnet / 3rd party
FAM005589	FAM004040	19MPST020 - Tecan Evo 200 Enclosure (PO 46185)	35,000	30,683	Equipnet / 3rd party
FAM005590	FAM004042	19DPRO002 - Labman Dispensing Platform (PO 41447)	11,500	10,082	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005592	FAM004044	19MEPI013 - Fermentation Frame (PO 41031)	4,000	3,507	Equipnet / 3rd party
FAM005596	FAM004072	19MPST019 - Seismic Structural Calculations Report (PO 46185)	1,900	1,666	Equipnet / 3rd party
FAM005598	FAM004075	19MPST019 - BSL2 Enclosures (PO 46185)	48,000	42,080	Equipnet / 3rd party
FAM005599	FAM004076	Server+SAN Buildout-ESXi (PO 50698)	32,000	25,422	Equipnet / 3rd party
FAM005604	FAM004085	Freight for BSL-2 Equipment HTS (PO 46185)	1,900	1,666	Equipnet / 3rd party
FAM005605	FAM004086	Freight for BSL-2 Equipment Microbiology (PO 46185)	1,900	1,666	Equipnet / 3rd party
FAM005606	FAM004087	96 Well Stir Disc Drop Dispenser (PO 51278)	2,200	1,929	Equipnet / 3rd party
FAM005607	FAM004088	Hei-Vap Ductless Enclosure 38 (PO 51923)	3,800	3,331	Equipnet / 3rd party
FAM005608	FAM004089	Microplate shaker (PO 42203)	7,750	6,794	Equipnet / 3rd party
FAM005609	FAM004090	Barcode Upgrade for Spark (PO 48363)	3,200	2,805	Equipnet / 3rd party
FAM005610	FAM004091	Argos Technologies PolarSafe Upright Freezer Drawer Rack (PO 50700)	1,100	964	Equipnet / 3rd party
FAM005611	FAM004092	Rotovap Equipment & Parts (PO 51923)	12,500	10,958	Equipnet / 3rd party
FAM005613	FAM004094	Multisampler Upgrade Kit (PO 29040)	5,250	4,603	Equipnet / 3rd party
FAM005614	FAM004095	TS-23-HC Reach In Refrigerator (PO 52151)	2,000	1,753	Equipnet / 3rd party
FAM005616	FAM004102	19PROD055 - Flex Formax (PO 48670)	235,000	206,017	Equipnet / 3rd party
FAM005617	FAM004103	19MPST019 - Installation of Tecan EVO 200 Enclosure (PO 46185)	4,200	3,682	Equipnet / 3rd party
FAM005618	FAM004104	Aruba 2930F 24G 4SFP Swutch (PO 52002)	1,400	1,227	Equipnet / 3rd party
FAM005619	FAM004105	19MPST019 - Installation of Tecan EVO 200 Enclosure (PO 46185)	4,200	3,682	Equipnet / 3rd party
FAM005620	FAM004107	SCD IIB STERILE TUBING WELDER (PO 52150)	13,000	11,397	Equipnet / 3rd party
FAM005621	FAM004108	D4F 1.92 TB All Flash (PO 52001)	11,000	9,643	Equipnet / 3rd party
FAM005622	FAM004109	Upright Freezer Drawer Racks (PO 50700)	3,400	2,981	Equipnet / 3rd party
FAM005623	FAM004112	Sartorius MA37 Moisture Analyzer (PO 51245)	1,900	1,666	Equipnet / 3rd party
FAM005624	FAM004114	Gas Flow Meter (PO 53920)	3,000	2,630	Equipnet / 3rd party
FAM005625	FAM004115	MS3002TS Scale (PO 52871)	2,100	1,841	Equipnet / 3rd party
FAM005627	FAM004117	Static Shear 10 Position (PO 54031)	4,000	3,507	Equipnet / 3rd party
FAM005628	FAM004118	Labscale® TFF System (PO 42075)	3,800	3,331	Equipnet / 3rd party
FAM005629	FAM004119	C1000 Touch Cycler w/ 96W FS RM (PO 52126)	4,000	3,507	Equipnet / 3rd party
FAM005630	FAM004120	Freezer Drawer Racks (PO 52809)	3,000	2,630	Equipnet / 3rd party
FAM005631	FAM004121	Valisette (PO 53306)	2,600	2,279	Equipnet / 3rd party
FAM005633	FAM004139	Flacktek Speedmixer (PO 54515)	8,750	7,671	Equipnet / 3rd party
FAM005634	FAM004140	Mueller Matrix Polarimeter (PO 54512)	80,000	70,133	Equipnet / 3rd party
FAM005635	FAM004141	Fi-0001 Module Expansion Parts (PO 54997)	300	263	Equipnet / 3rd party
FAM005636	FAM004142	Vacuum Pump (PO 54514)	7,500	6,575	Equipnet / 3rd party
FAM005637	FAM004143	Parts for Fi-0001 Module Expansion (PO 54999)	300	263	Equipnet / 3rd party
FAM005639	FAM004145	Freezer Draws/Racks (PO 52809)	1,600	1,403	Equipnet / 3rd party
FAM005641	FAM004158	Large Microplate Vortexer (PO 53427)	2,600	2,279	Equipnet / 3rd party
FAM005642	FAM004159	Vacutherm VT 6060 P Vacuum Oven (PO 49742)	10,500	9,205	Equipnet / 3rd party
FAM005644	FAM004161	Dosing Unit from Quotation 321517130 (PO 55117)	3,400	2,981	Equipnet / 3rd party
FAM005646	FAM004165	CHILLER F-305 550W AT 15C (PO 55729)	6,500	5,698	Equipnet / 3rd party
FAM005647	FAM004166	Bundle Remote Control Module C6 Plus (PO 53471)	1,000	877	Equipnet / 3rd party
FAM005648	FAM004167	EVAPR R300E24/40 V I300 305PMO (PO 55728)	17,500	15,342	Equipnet / 3rd party
FAM005654	FAM004175	Electronics Cabinet (PO 54171)	7,000	6,137	Equipnet / 3rd party
FAM005655	FAM004176	Electronics Cabinet (PO 54189)	7,500	6,575	Equipnet / 3rd party
FAM005657	FAM004178	1260 Infinity II RI detector (PO 56265)	7,250	6,356	Equipnet / 3rd party
FAM005658	FAM004179	DRYING CHAMBER 12 PORT (PO 56657)	1,300	1,140	Equipnet / 3rd party
FAM005659	FAM004180	FLASK FAST FRZ COMPLETE 600ML (PO 56657)	1,100	964	Equipnet / 3rd party
FAM005660	FAM004181	FLASK FAST FREEZE COMPL 900ML (PO 56657)	1,200	1,052	Equipnet / 3rd party
FAM005661	FAM004183	E15 Frame HiG (PO 54237)	17,500	15,342	Equipnet / 3rd party
FAM005662	FAM004184	Crystallization System (PO 56040)	300,000	263,000	Equipnet / 3rd party
FAM005663	FAM004185	Analytics Laptop (PO 56040)	3,000	2,630	Equipnet / 3rd party
FAM005664	FAM004186	Switchcraft Cable Harness for Fi-0001 Module (PO 55250)	200	169	Equipnet / 3rd party
FAM005665	FAM004187	Air Pump AP200 (PO 55451)	1,200	1,052	Equipnet / 3rd party
FAM005666	FAM004188	Software LabX Titration Express (PO 55451)	1,900	1,666	Equipnet / 3rd party
FAM005668	FAM004191	InMotion KF FLex Oven Autosampler (PO 55451)	10,500	9,205	Equipnet / 3rd party
FAM005671	FAM004195	INCYTE Demo Equipment (PO 56777)	2,200	1,929	Equipnet / 3rd party
FAM005673	FAM004197	Futura Plco (PO 52131)	17,500	15,342	Equipnet / 3rd party
FAM005674	FAM004198	Parts for Fi-0001 Module Expansion (PO 55130)	250	219	Equipnet / 3rd party
FAM005675	FAM004200	CF042 Cell Assembly (PO 52239)	52,500	46,025	Equipnet / 3rd party
FAM005760	FAM004290	Discovery TGA 5500 (PO 55971)	70,000	61,367	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005761	FAM004291	Biotage Selekt, 2 Channel, Extended Bed, UV-VIS, Spektra (PO 55727)	28,000	24,547	Equipnet / 3rd party
FAM005762	FAM004293	SQD 2 System (PO 55869)	97,500	85,475	Equipnet / 3rd party
FAM005766	FAM004297	Software for DASGIP Expansion (PO 54102)	36,000	31,560	Equipnet / 3rd party
FAM005767	FAM004298	Database Modification for DASGIP Expansion (PO 54102)	1,400	1,227	Equipnet / 3rd party
FAM005769	FAM004300	Train Operation EA (PO 55451)	1,500	1,315	Equipnet / 3rd party
FAM005770	FAM004302	RV8 FREEZE DRYING/GLOVE BOX (PO 55729)	11,000	9,643	Equipnet / 3rd party
FAM005771	FAM004303	Anaerobic Chamber (PO 42204)	32,000	28,053	Equipnet / 3rd party
FAM005772	FAM004304	PROFLEX 3X 32-WELL SAMPLE BLOCK (PO 54682)	5,500	4,822	Equipnet / 3rd party
FAM005773	FAM004305	Dehumidifier Large Capacity (PO 42204)	2,800	2,455	Equipnet / 3rd party
FAM005774	FAM004307	SteriStore D (PO 53748)	57,500	50,408	Equipnet / 3rd party
FAM005775	FAM004308	HMRV315x & Parts (PO 54909)	14,000	12,273	Equipnet / 3rd party
FAM005776	FAM004311	Software Maintenance Agreement for OpenLab CDS Instrument Connections (PO 46815)	150	132	Equipnet / 3rd party
FAM005778	FAM004313	Huber Unichiller 012-MPC (PO 56040)	9,250	8,109	Equipnet / 3rd party
FAM005780	FAM004316	PippinHT Size Selection System Electrophoresis Instrument (PO 57402)	17,000	14,903	Equipnet / 3rd party
FAM005781	FAM004318	AirClean Systems Polypropylene Ductless Fume Hood (PO 54543)	6,500	5,698	Equipnet / 3rd party
FAM005796	FAM004343	2.5L -84C BT FD PTFE 115V 60HZ. (PO 56657)	11,500	10,082	Equipnet / 3rd party
FAM005797	FAM004344	Discovery DMA 850 PO (56760)	140,000	122,733	Equipnet / 3rd party
FAM005800	FAM004348	SW Bundle Remote Control Module C6 Plus (PO 53473)	650	570	Equipnet / 3rd party
FAM005803	FAM004352	Parts for Fi-0001 Module Expansion (PO 57271)	700	614	Equipnet / 3rd party
FAM005805	FAM004355	1260 Infinity II Flexible Pump (PO 56487)	87,500	76,708	Equipnet / 3rd party
FAM005806	FAM004356	Zymergen Boston - Compressor Dryer (PO 58245)	1,900	1,666	Equipnet / 3rd party
FAM005808	FAM004360	Rotary Magnetic Tumble Stirrer VP 710E5 (PO 57403)	6,250	5,479	Equipnet / 3rd party
FAM005809	FAM004361	Pre-owned 1260 Infinity Isocratic Pump (PO 54045)	2,800	2,455	Equipnet / 3rd party
FAM005812	FAM004370	2814 Glucose Starter Kit (PO 56497)	800	701	Equipnet / 3rd party
FAM005813	FAM004372	RV8 115/230V (PO 58689)	2,600	2,279	Equipnet / 3rd party
FAM005814	FAM004373	Crystallization System Training (PO 56040)	11,000	9,643	Equipnet / 3rd party
FAM005815	FAM004374	Zymergen E15 Frame Wiring and components (PO 54826)	2,800	2,455	Equipnet / 3rd party
FAM005845	FAM004432	Folding Endurance Tester No. 530 Mod D-2 (PO 57588)	21,000	18,410	Equipnet / 3rd party
FAM005846	FAM004433	DAC 330-100 SE (PO 58660)	9,000	7,890	Equipnet / 3rd party
FAM005847	FAM004434	Dropometer (PO 57116)	4,000	3,507	Equipnet / 3rd party
FAM005848	FAM004435	ACQUITY APC p-QSM (PO 58747)	165,000	144,650	Equipnet / 3rd party
FAM005850	FAM004437	SPF Measurement for R&T/CC (PO 59028)	23,000	20,163	Equipnet / 3rd party
FAM005851	FAM004439	DOUBLE SHELF ROTOR KIT HEAVY-D (PO 58291)	4,000	3,507	Equipnet / 3rd party
FAM005853	FAM004441	5810R 4X400RTR 15 50ML ADP (PO 59514)	10,000	8,767	Equipnet / 3rd party
FAM005855	FAM004443	Dual Temperature Controller (PO 59125)	1,600	1,403	Equipnet / 3rd party
FAM005857	FAM004445	Syringe pump (PO 58439)	7,250	6,356	Equipnet / 3rd party
FAM005858	FAM004446	OHAUS Explorer Semi-Micro Balances (PO 58659)	3,800	3,331	Equipnet / 3rd party
FAM005859	FAM004447	INCUFRIDGE PRO, 1C TO 75C. 53L (PO 54920)	1,700	1,490	Equipnet / 3rd party
FAM005860	FAM004448	Marshall Scientific Edwards RV3 Vacuum Pump (PO 59513)	2,300	2,016	Equipnet / 3rd party
FAM005861	FAM004449	Burette DV1010 10mL (PO 58657)	3,200	2,805	Equipnet / 3rd party
FAM005862	FAM004450	Picodroplet Single Cell Assay and Isolation System (PO 55252)	140,000	122,733	Equipnet / 3rd party
FAM005864	FAM004452	Haze Gard (PO 56790)	20,000	17,533	Equipnet / 3rd party
FAM005865	FAM004456	Dosing Unit (PO 58657)	7,000	6,137	Equipnet / 3rd party
FAM005866	FAM004457	Diversity Partner Dual Temperature Controller (PO 59125)	1,400	1,227	Equipnet / 3rd party
FAM005867	FAM004458	Diversity Partner Dual Temperature Controller (PO 59125)	1,400	1,227	Equipnet / 3rd party
FAM005868	FAM004459	BUCHI Drying Glass Ovens (PO 59593)	3,600	3,156	Equipnet / 3rd party
FAM005869	FAM004460	Drying Tube Holder (PO 58657)	150	132	Equipnet / 3rd party
FAM005870	FAM004461	Software LabX Titration Express (PO 58647)	2,000	1,753	Equipnet / 3rd party
FAM005871	FAM004462	Installation of Crystalization System (PO 56040)	25,000	21,917	Equipnet / 3rd party
FAM005873	FAM004464	MARSHALL SCIENTIFIC Edwards Rv12 Vacuum Pump (PO 60088)	6,000	5,260	Equipnet / 3rd party
FAM005874	FAM004465	Julabo F500 Chiller (PO 59093)	3,800	3,331	Equipnet / 3rd party
FAM005875	FAM004466	VACUUM FILTRATION PUMP (PO 59514)	1,500	1,315	Equipnet / 3rd party
FAM005876	FAM004472	Vacuum Pumps, RV Dual-Mode, Direct Drive, Edwards RV12 (PO 59592)	2,300	2,016	Equipnet / 3rd party
FAM005877	FAM004473	Vacuum Pumps, RV Dual-Mode, Direct Drive, Edwards RV12 (PO 59592)	2,300	2,016	Equipnet / 3rd party
FAM005884	FAM004499	Kugelrohr Evaporator System (PO 60539)	4,400	3,857	Equipnet / 3rd party
FAM005885	FAM004500	MA37,IR MOISTURE ANALYZER (PO 60989)	2,800	2,455	Equipnet / 3rd party
FAM005886	FAM004503	Heat exchanger (PO 58688)	1,000	877	Equipnet / 3rd party
FAM005887	FAM004504	ICP-MS Checkout Solutions (PO 58688)	400	351	Equipnet / 3rd party
FAM005889	FAM004507	Hydramotion ReactaVisc model RV3-15x-HT1-TS (PO 59908)	16,000	14,027	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005890	FAM004508	M400 Benchtop Press (PO 58687)	5,750	5,041	Equipnet / 3rd party
FAM005891	FAM004509	FlexCHOICE Coverage for SQD 2 System (PO 55869)	10,500	9,205	Equipnet / 3rd party
FAM005892	FAM004510	Fibox 4Oxygen Meter with Display (PO 57605)	4,600	4,033	Equipnet / 3rd party
FAM005893	FAM004512	ISOTEMP RT PROBE,A CLASS,400C (PO 60989)	350	307	Equipnet / 3rd party
FAM005894	FAM004513	EVAPORATING FLASK 5000ML (PO 60989)	500	438	Equipnet / 3rd party
FAM005896	FAM004517	Microwave Accelerated Reaction System (PO 59337)	28,000	24,547	Equipnet / 3rd party
FAM005897	FAM004519	Welch DuoSeal High-Vacuum Pumps (PO 58659)	1,900	1,666	Equipnet / 3rd party
FAM005898	FAM004520	OHAUS Explorer Precision Balances (PO 58659)	11,500	10,082	Equipnet / 3rd party
FAM005899	FAM004521	250CC FUEL H2 GENERATOR (PO 58691)	6,500	5,698	Equipnet / 3rd party
FAM005900	FAM004522	Thermo Scientific Heratherm Advanced Protocol Ovens, 208-240VAC 60Hz (PO 58659)	4,000	3,507	Equipnet / 3rd party
FAM005901	FAM004523	EVAPR R300E WB 5L 24/40 C PG (PO 59589)	15,000	13,150	Equipnet / 3rd party
FAM005902	FAM004524	Thermo Scientific Vacuum Ovens 36185 (PO 59593)	4,000	3,507	Equipnet / 3rd party
FAM005903	FAM004529	Laboratory Glassware Washer, PLW8505 (PO 59592)	5,750	5,041	Equipnet / 3rd party
FAM005905	FAM004531	Picodroplet Single Cell Assay and Isolation System (PO 55252)	75,000	65,750	Equipnet / 3rd party
FAM005906	FAM004532	Huber MINISTAT230 REF HEAT CIR BATH (PO 60783)	13,000	11,397	Equipnet / 3rd party
FAM005907	FAM004533	Micrometer: 1086 (PO 58939)	1,700	1,490	Equipnet / 3rd party
FAM005908	FAM004534	SteriStore E16 Enclosure (PO 57399)	37,000	32,437	Equipnet / 3rd party
FAM005910	FAM004536	Instron Model 68TM-5 (5 kN) Dual Column Tabletop Testing System (PO 59591)	48,000	42,080	Equipnet / 3rd party
FAM005911	FAM004537	General Foodservice Model No. T?23DT?HC (PO 58841)	4,400	3,857	Equipnet / 3rd party
FAM005913	FAM004539	Bundle package, Agilent 7850 (G8422A) ICP-MS, PC and MassHunter software (PO 58688)	140,000	122,733	Equipnet / 3rd party
FAM005914	FAM004542	Jacketed glass still body with glass internal condenser (PO 62091)	5,750	5,041	Equipnet / 3rd party
FAM005915	FAM004545	EXTRA HEIGHT INSTRON MODEL 68TM-30 (PO 58692)	75,000	65,750	Equipnet / 3rd party
FAM005916	FAM004546	Dosing Unit (PO 60611)	3,800	3,331	Equipnet / 3rd party
FAM005917	FAM004547	FLOW CELL SEMI-MIC, 2.5UL, VF/C-D1X (PO 60014)	2,000	1,753	Equipnet / 3rd party
FAM005918	FAM004550	5250I OXYGEN ANALYZER, PERMEATION GAS FLOW METER (PO 54024)	11,500	10,082	Equipnet / 3rd party
FAM005922	FAM004599	INJECTOR APLW052 1 SET OF 39 (PO 60240)	1,600	1,403	Equipnet / 3rd party
FAM005924	FAM004601	EVAPR R300E 24/40 V I300P 305 (PO 60989)	16,500	14,465	Equipnet / 3rd party
FAM005926	FAM004603	ROTOR LYNX BIOFLEX HC 4X1L EA (PO 60989)	5,250	4,603	Equipnet / 3rd party
FAM005927	FAM004604	METER, PH S400-BIO (PO 60989)	1,500	1,315	Equipnet / 3rd party
FAM005928	FAM004608	Thermo Scientific™ Lindberg/Blue M™ Vacuum Ovens (PO 58691)	4,200	3,682	Equipnet / 3rd party
FAM005929	FAM004609	Ace Glass Distillation Column (perforated plate); jacketed; 10 plates (PO 59513)	5,750	5,041	Equipnet / 3rd party
FAM005931	FAM004614	EDWARDS RV8 VACUUM PUMP (PO 60989)	3,200	2,805	Equipnet / 3rd party
FAM005932	FAM004615	Vacuum Pumps, RV Dual-Mode, Direct Drive, Edwards RV12 (PO 59592)	2,300	2,016	Equipnet / 3rd party
FAM005933	FAM004616	Mueller Matrix Polarimeter, Out-of-Plane Measurement Fixture, LED Illuminator (PO 59590)	80,000	70,133	Equipnet / 3rd party
FAM005934	FAM004617	CORIO™ CD–600F Refrigerated/Heating Circulator (PO 60575)	4,400	3,857	Equipnet / 3rd party
FAM005935	FAM004619	PUMP MSTRFLX LS 600R THN (PO 60998)	2,000	1,753	Equipnet / 3rd party
FAM005936	FAM004621	UNISTAT 405 (PO 60998)	29,000	25,423	Equipnet / 3rd party
FAM005939	FAM004628	PO 62091 - Shipping	550	482	Equipnet / 3rd party
FAM005940	FAM004629	50% Deposit on equipment for Fi-0001 Module (PO 57399)	41,000	35,943	Equipnet / 3rd party
FAM005942	FAM004638	Synology NAS (PO 60990)	8,500	7,452	Equipnet / 3rd party
FAM005943	FAM004639	UV-2600i UV-Vis Spectrophotometer & ISR-2600 PLUS INTEGRATING SPHERE (PO 60497)	22,000	19,287	Equipnet / 3rd party
FAM005987	FAM004759	VAPOR TEMPERATURE SENSOR (PO 60994)	200	175	Equipnet / 3rd party
FAM005989	FAM004762	BioShake 3000 elm (PO 62783)	5,250	4,603	Equipnet / 3rd party
FAM005990	FAM004764	800 Automatic Micro Spinning Band Distillation System with 100ml pot flask, heating mantle, Rev 9 M690 microprocessor c	22,000	19,287	Equipnet / 3rd party
FAM005991	FAM004765	Mini Spinning Band Distillation System (PO 60239)	43,000	37,697	Equipnet / 3rd party
FAM005995	FAM004773	Head Adapter, Fixed Tips, 384 Tips, 125µL/Tip, MCA 384 Tip Format (PO 58404)	62,500	54,792	Equipnet / 3rd party
FAM005999	FAM004779	EDWARDS RV12 VACUUM PUMP (NEW) (PO 60998)	3,200	2,805	Equipnet / 3rd party
FAM006001	FAM004781	Fisherbrand™ Isotemp™ Hot Plate Stirrer, 350°C, Aluminum (PO 60989)	1,200	1,052	Equipnet / 3rd party
FAM006002	FAM004782	BINDER Series FED Avantgarde.Line Drying and Heating Chambers (PO 60989)	2,000	1,753	Equipnet / 3rd party
FAM006003	FAM004783	Huber USASupplier Diversity Partner MINISTAT230 REF HEAT CIR BATH (PO 60088)	21,000	18,410	Equipnet / 3rd party
FAM006004	FAM004784	FS BASIC GRAVITY OVEN180L 120V (PO 60998)	1,000	877	Equipnet / 3rd party
FAM006005	FAM004786	AKTA I/O box (PO 62583)	1,300	1,140	Equipnet / 3rd party
FAM006007	FAM004788	MICROMATRIX TOP PLATE GAS ONLY (PO 62389)	3,800	3,331	Equipnet / 3rd party
FAM006009	FAM004790	Heat Exchanger, 2.5 ft2 Effective Area, 280 BTU/hr F, Rated to 1200PSI (PO 61851)	2,000	1,753	Equipnet / 3rd party
FAM006010	FAM004794	Electrometer Resistance MTR (PO 62559)	10,500	9,205	Equipnet / 3rd party
FAM006015	FAM004815	IKA magicLAB base (PO 60089)	28,000	24,547	Equipnet / 3rd party
FAM006017	FAM004817	VHX-7000 Digital Microscope Package (PO 62558)	77,500	67,942	Equipnet / 3rd party
FAM006018	FAM004818	DAC 330-100 SE SpeedMixer (PO 61000)	9,750	8,548	Equipnet / 3rd party
FAM006019	FAM004819	Gilson Liquid Handler GX271 (PO 59755)	9,000	7,890	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM006023	FAM004824	1290 Infinity Multisampler & Parts (PO 46815)	1,400	1,227	Equipnet / 3rd party
FAM006025	FAM004827	Size Exclusion Column (PO 63171)	2,300	2,016	Equipnet / 3rd party
FAM006026	FAM004829	Portable contact angle meter PCA-11(PO 62554)	12,500	10,958	Equipnet / 3rd party
FAM006027	FAM004830	Laboratory Short Path Distillation Plant VKL70 (PO 59670)	55,000	48,217	Equipnet / 3rd party
FAM006031	FAM004834	2 Rotovaps in Ductless Enclosures (PO 60999)	16,500	14,465	Equipnet / 3rd party
FAM006032	FAM004836	Film / Fiber Tension Kit for DMA 850 / Q800 (PO 63592)	3,400	2,981	Equipnet / 3rd party
FAM006034	FAM004838	MC MultiShot Cell Disruptor (PO 58438)	25,000	21,917	Equipnet / 3rd party
FAM006035	FAM004840	PARAMOUNT 4 32 INSIDE 115V Labconco Paramount Ductless Enclosures: 4ft. Wide (PO 59038)	5,500	4,822	Equipnet / 3rd party
FAM006038	FAM004844	Ref PO 59514: Rebill of invoice 6114444 due to incorrect tax rate (PO 59514)	10,000	8,767	Equipnet / 3rd party
FAM006041	FAM004850	SP-2100 SLIP/PEEL TESTER (PO 62560)	12,000	10,520	Equipnet / 3rd party
FAM006042	FAM004852	PARAMOUNT 4 32 INSIDE 115V Labconco Paramount Ductless Enclosures: 4ft. Wide (PO 59038)	5,500	4,822	Equipnet / 3rd party
FAM006043	FAM004856	Vacuum Pumps, RV Dual-Mode, Direct Drive, Edwards (PO 58658)	7,000	6,137	Equipnet / 3rd party
FAM006044	FAM004859	2-door Deli Case (PO 58440)	4,800	4,208	Equipnet / 3rd party
FAM006045	FAM004860	Picodroplet Single Cell Assay and Isolation System (PO 55252)	15,500	13,588	Equipnet / 3rd party
FAM006046	FAM004861	Picodroplet Single Cell Assay and Isolation System (PO 55252)	15,500	13,588	Equipnet / 3rd party
FAM006051	FAM004870	20210507_Boston_Fermentation_RTF (PO 62954)	8,250	7,233	Equipnet / 3rd party
FAM006052	FAM004939	ADAPTER TX-1000 15MLCONICALPK4 (PO 60989)	250	219	Equipnet / 3rd party
FAM006053	FAM004940	(2) Rotovaps in ductless enclosures (PO 60999)	4,200	3,682	Equipnet / 3rd party
FAM006054	FAM004941	EDWARDS RV12 VACUUM PUMP (PO 60998)	9,250	8,109	Equipnet / 3rd party
FAM006056	FAM004944	KUGELROHR CONVERSION KIT (PO 62029)	4,600	4,033	Equipnet / 3rd party
FAM006057	FAM004945	TAW ACQ PDA DET TC (PO 55869)	1,100	964	Equipnet / 3rd party
FAM006058	FAM004946	Benchtop Spectro W/Pkg 7860 (PO 62556)	22,000	19,287	Equipnet / 3rd party
FAM006060	FAM004949	Size Exclusion Column (PO 63172)	2,300	2,016	Equipnet / 3rd party
FAM006061	FAM004952	Picodroplet Single Cell Assay and Isolation System (PO 61690)	16,500	14,465	Equipnet / 3rd party
FAM006062	FAM004957	Advanced Video Extensometer AVE2 (PO 60090)	36,000	31,560	Equipnet / 3rd party
FAM006068	FAM004979	Picodroplet Single Cell Assay and Isolation System	15,000	13,150	Equipnet / 3rd party
FAM006069	FAM004981	Picodroplet Single Cell Assay & Isolation System International Installation and Training and testing - up to 5 days	450	395	Equipnet / 3rd party
FAM006070	FAM004983	ADPT 1L TO 50ML CON PK/2 (PO 60989)	1,500	1,315	Equipnet / 3rd party
FAM006072	FAM004990	2 rotovaps in ductless enclosures (PO 60999)	200	175	Equipnet / 3rd party
FAM006073	FAM004993	2 rotovaps in ductless enclosures (PO 60999)	9,000	7,890	Equipnet / 3rd party
FAM006074	FAM004994	Ref PO 62029: Invoice received with incorrect tax rate, to be cleared with CM 7079856 (PO 62029)	4,600	4,033	Equipnet / 3rd party
FAM006080	FAM005011	2 rotovaps in ductless enclosures (PO 60999)	8,750	7,671	Equipnet / 3rd party
FAM006081	FAM005012	2 rotovaps in ductless enclosures (PO 60999)	23,000	20,163	Equipnet / 3rd party
FAM006082	FAM005014	2 rotovaps in ductless enclosures (PO 60999)	6,750	5,918	Equipnet / 3rd party
FAM006083	FAM005016	Minimate EVO TFF System (PO 59207)	3,000	2,630	Equipnet / 3rd party
FAM006085	FAM005018	VCE Oven Electrical (PO 65426)	2,800	2,455	Equipnet / 3rd party
FAM006087	FAM005020	Multi-position stir plate (PO 59207)	1,000	877	Equipnet / 3rd party
FAM006088	FAM005021	Microplate Shaker & Parts (PO 57604)	12,000	10,520	Equipnet / 3rd party
FAM006090	FAM005023	Freight Fee (PO 60998)	750	658	Equipnet / 3rd party
FAM006091	FAM005025	6 ECHO HOOD 115V 0F 0R (PO 63149)	17,000	14,620	Equipnet / 3rd party
FAM006092	FAM005026	ASSY, MOTOR, 250MM, AL RAILS, G4E, ML (PO 62835)	5,968	5,232	Equipnet / 3rd party
FAM006093	FAM005027	C1000 Touch Thermocycler (PO 62737)	5,500	4,822	Equipnet / 3rd party
FAM006094	FAM005028	Western Blotting System (PO 64914)	2,600	2,279	Equipnet / 3rd party
FAM006098	FAM005045	MilliQ Water System (PO 61975)	4,000	3,507	Equipnet / 3rd party
FAM006099	FAM005046	Start Kit E4-LTS 20,200,1000?L (PO 64913)	2,500	2,192	Equipnet / 3rd party
FAM006100	FAM005047	E4 Multi Pipette Multi E12-200XLS+ (PO 64913)	6,500	5,698	Equipnet / 3rd party
FAM006102	FAM005050	HC CELL CULT PACK.5920R 120V (PO 59514)	11,500	10,082	Equipnet / 3rd party
FAM006103	FAM005051	E4 Multi Pipette Multi E12-10XLS+ (PO 64913)	5,750	5,041	Equipnet / 3rd party
FAM006104	FAM005052	ISOTEMP 10X10 HPS 100-120V (PO 60989)	450	395	Equipnet / 3rd party
FAM006105	FAM005053	Picodroplet Single Cell Assay and Isolation System (PO 55252)	15,500	13,588	Equipnet / 3rd party
FAM006109	FAM005062	Precision Hydrogen SL100 Auto Fill Black (PO 65372)	7,250	6,356	Equipnet / 3rd party
FAM006110	FAM005063	Asset Record Correction - FAM004041	135,000	118,350	Equipnet / 3rd party
FAM006111	FAM005064	Asset Record Correction - FAM004453	21,000	18,410	Equipnet / 3rd party
FAM006112	FAM005065	Asset Record Correction - FAM004146	15,000	13,150	Equipnet / 3rd party
FAM006113	FAM005066	Asset Record Correction - FAM004367	2,200	1,929	Equipnet / 3rd party
FAM006114	FAM005067	Asset Record Correction - FAM003704	2,300	2,016	Equipnet / 3rd party
FAM006115	FAM005068	Asset Record Correction - FAM003800	350	307	Equipnet / 3rd party
FAM006116	FAM005069	Asset Record Correction - FAM004113	7,000	6,137	Equipnet / 3rd party
FAM006117	FAM005071	Asset Record Correction - FAM005071	11,000	9,643	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM006120	FAM005078	Picodroplet Single Cell Assay and Isolation System (PO 55252)	15,500	13,588	Equipnet / 3rd party
FAM006122	FAM005082	XPERT BAL ENCL 4 W 32 H (PO 65737)	3,200	2,805	Equipnet / 3rd party
FAM006126	FAM005093	C1000 TouchTM Thermal Cycler with 96-Well Fast Reaction Module (PO 60527)	5,250	4,603	Equipnet / 3rd party
FAM006127	FAM005094	Picodroplet Single Cell Assay and Isolation System (PO 55252)	15,500	13,588	Equipnet / 3rd party
FAM006128	FAM005096	VHX-8000 Digital Microscope Set (PO 62742)	57,500	50,408	Equipnet / 3rd party
FAM006129	FAM005097	Heidolph Rotary Evaporator Enclosures, Ductless Enclosure, For Use With: Rotary Evaporator (PO 63079)	4,400	3,857	Equipnet / 3rd party
FAM006130	FAM005098	Mechanical Wedge Action Grips, 30 kN (PO 66926)	9,750	8,548	Equipnet / 3rd party
FAM006132	FAM005100	Freight (PO 66924)	1,200	1,052	Equipnet / 3rd party
FAM006133	FAM005102	Picodroplet Single Cell Assay and Isolation System (PO 55252)	15,500	13,588	Equipnet / 3rd party
FAM006134	FAM005103	NEUTRODINE UNISORB FILTER (PO 63149)	6,000	5,260	Equipnet / 3rd party
FAM006135	FAM005104	A-B Power Supply,36-43V DC, 120/240V AC Input (PO 62835)	1,954	1,713	Equipnet / 3rd party
FAM006136	FAM005105	ChemiDoc MP Imaging System (PO 64914)	37,000	32,437	Equipnet / 3rd party
FAM006141	FAM005114	Karate - 3D Printer (PO 67221)	5,750	4,864	Equipnet / 3rd party
FAM006142	FAM005118	Pope Benchtop Nutsche Filter-Dryer (PO 66090)	4,600	4,033	Equipnet / 3rd party
FAM006143	FAM005121	Picodroplet Single Cell Assay and Isolation System (PO 55252)	17,500	15,342	Equipnet / 3rd party
FAM006144	FAM005122	Picodroplet Single Cell Assay and Isolation System (PO 55252)	17,000	14,903	Equipnet / 3rd party
FAM006147	FAM005135	ASSIST PLUS Base Unit (PO 67244)	19,000	16,657	Equipnet / 3rd party
FAM006148	FAM005139	Picodroplet Single Cell Assay and Isolation System & Software (PO 55252)	45,000	39,450	Equipnet / 3rd party
FAM006150	FAM005141	6MPCA Advanced Method A / B / C Melt Flow Analyzer (PO 66924)	14,500	12,712	Equipnet / 3rd party
FAM006151	FAM005142	Picodroplet Single Cell Assay and Isolation System (PO 55252) (Correction of over-revaluation from FAM004450)	57,500	50,408	Equipnet / 3rd party
FAM006155	FAM005147	Press Stand for 2&4 Column Manual Press without casters (PO 68705)	2,300	2,016	Equipnet / 3rd party
FAM006156	FAM005148	HR x0 ETC Torsion Clamp Accessory Kit (PO 67955)	7,250	6,356	Equipnet / 3rd party
FAM006158	FAM005150	MODEL MH PRESS (PO 66925)	13,000	11,397	Equipnet / 3rd party
FAM006161	FAM005155	ductless enclosure -- Quote # 2040-9041-24 (PO 68287)	3,800	3,331	Equipnet / 3rd party
FAM006164	FAM005161	Biotage V10 solvent evaporator with liquid handler and carousel incl first year maintenance (PO 68286)	77,500	67,942	Equipnet / 3rd party
FAM006165	FAM005162	"AV-CAVN-30 30" Self Contained Vacuum Sealer (PO 69624)	3,800	3,331	Equipnet / 3rd party
FAM006166	FAM005163	Ref PO 68286: PO was created with quantity, rather than amount only, so this invoice could not be entered to the PO (PO (	3,600	3,156	Equipnet / 3rd party
FAM006168	FAM005165	Heidolph™ Ductless Enclosure (Quote # 2040-9041-24) (PO 68281)	3,800	3,331	Equipnet / 3rd party
FAM006170	FAM005169	Micro Serve (PO 13433) (FAM002678)	950	833	Equipnet / 3rd party
FAM006171	FAM005170	Parts for RAC Expansion (PO #62835) - FAM005072	1,700	1,176	Equipnet / 3rd party
FAM006178	FAM005195	19MPFE009 - IC425 Compact Scales (PO 29114) 19 Scales	9,500	8,328	Equipnet / 3rd party
FAM006223	FAM008202	AUTO54 - PlateLoc Thermal Microplate Sealer (PO 15	14,500	12,712	Equipnet / 3rd party
FAM006224	FAM008203	DEV59 - Biological Safety Cabinet (PO 14051)	6,500	5,698	Equipnet / 3rd party
FAM006225	FAM008204	HTS07 & HTS08 - (4) Multitron Pro, 3 mm with Cooling Coil (13927)	13,125	11,506	Equipnet / 3rd party
FAM006226	FAM008205	18PROD043 - ML6002T Balance (PO 23748)	867	760	Equipnet / 3rd party
FAM006227	FAM008206	19DQTM002 - G5585GA Agilent PlateLoc (PO 26039)	15,500	13,588	Equipnet / 3rd party
FAM006228	FAM008207	19MNPI044 - Multitron ATR Shaker (PO 31309)	10,833	9,497	Equipnet / 3rd party
FAM006229	FAM008208	19MNPI045 - Multitron ATR Shaker (PO 31309)	10,833	9,497	Equipnet / 3rd party
FAM006230	FAM008209	19TAUT085 - (3) Thermal Cycler (PO 43077)	8,000	7,013	Equipnet / 3rd party
FAM006231	FAM008210	19MPAC011 - 1290 Infinity II Multisampler (PO 44864)	60,000	52,600	Equipnet / 3rd party
FAM006232	FAM008211	19MPAC011 - 1290 Infinity Multisampler (PO 44864)	62,500	54,792	Equipnet / 3rd party
FAM006233	FAM008212	HEI-TORQUE PRECISION 400 (PO 57151)	2,583	2,265	Equipnet / 3rd party
FAM006235	FAM008214	FERM42 Compact Scale ICS425 Max Cap (PO 11602)	2,100	1,841	Equipnet / 3rd party
FAM006303	FAM005168	ADAPTOR STRAIGHT SS 3/4-3/4 (PO 70625)	-	-	Equipnet / 3rd party
FAM006309	FAM000843	LE18 Refurbished 115V XPEEL	-	-	Equipnet / 3rd party
FAM006310	FAM000846	LE21 Refurbished Agilent Plate Sealer	-	-	Equipnet / 3rd party
FAM006314	FAM000993	LE202 Printer CAB Mach4600B	-	-	Equipnet / 3rd party
FAM006316	FAM001051	LE270 PO 4325 - Precise Flex 400 Sample Handler and Servo Gripper used in M1000	-	-	Equipnet / 3rd party
FAM006317	FAM001072	LE292 PO 7229- Head 96 channel MCA - refurbished	-	-	Equipnet / 3rd party
FAM006318	FAM001085	LE307 2016/11/01, Lab Equipment greater than $2,000, Terra Universal Inc, Reasons: "PO 6806, tax charg...	-	-	Equipnet / 3rd party
FAM006319	FAM001091	LE313 PO 8571 - Pipe	-	-	Equipnet / 3rd party
FAM006320	FAM001104	LE109 Fully Refurbed by Thero/Fisher	-	-	Equipnet / 3rd party
FAM006321	FAM001130	LED29 Med Tech Sales,Bravo 4 liquid handler, microplate shaking (used)	-	-	Equipnet / 3rd party
FAM006322	FAM001131	LED30 384 Head for Robot. Refurbished.	-	-	Equipnet / 3rd party
FAM006323	FAM001151	LED50 webstaurantstore.com: inv 19896297:PO 6497 (2) Ice Machines used tax reclass due to place in ser...	-	-	Equipnet / 3rd party
FAM006326	FAM001385	PO 8207 - Refurbished Tecan #10 for HTS	-	-	Equipnet / 3rd party
FAM006327	FAM001387	PO 8207 - Refurbished Tecan #9 for Sandbox	-	-	Equipnet / 3rd party
FAM006328	FAM001450	LE338 Med Tech Sales,inv 5260,PO 6992. Used Equipment, Plate Stacker-100% deposit	-	-	Equipnet / 3rd party
FAM006329	FAM001451	LE339 Med Tech Sales,inv 2016Usetax,invoice: 617,PO 5657. Agilent/Velocity11 PLATE LOC used tax period...	-	-	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM006330	FAM001511	LE356 PO 10028, PC mount for Tecan 14"	-	-	Equipnet / 3rd party
FAM006331	FAM001513	LE358 PO 10029, PC mount for Tecans 15 and 16"	-	-	Equipnet / 3rd party
FAM006333	FAM001519	LED66 PO 10181 - (1) Pre-Conditioning Cart for CapEx Water Purification system	-	-	Equipnet / 3rd party
FAM006334	FAM001659	LE379 PO 10729 - (1) Emergency Stop Button	-	-	Equipnet / 3rd party
FAM006335	FAM001660	LE378 PO 10730 - Wiring for Echo #2	-	-	Equipnet / 3rd party
FAM006337	FAM001662	LE376 PO 10031 - Initial Casters for Tecan 15	-	-	Equipnet / 3rd party
FAM006338	FAM001663	LE377 PO 10031 - Initial Casters for Tecan 16	-	-	Equipnet / 3rd party
FAM006339	FAM001664	LE372 PO 10086 - (1) Imaging Table Cover Qpix	-	-	Equipnet / 3rd party
FAM006341	FAM001666	LE368 PO 10086 - (1) PC Mount for Tecan 15	-	-	Equipnet / 3rd party
FAM006342	FAM001667	LE369 PO 10086 - (1) PC Mount for Tecan 16	-	-	Equipnet / 3rd party
FAM006343	FAM001668	LE370 PO 10086 - (1) PC Mount for Echo 2	-	-	Equipnet / 3rd party
FAM006344	FAM001669	LE371 PO 10086 - (1) PC Mount for M1000	-	-	Equipnet / 3rd party
FAM006345	FAM001707	112787397-ea G6495AAR ** Refurbished 6495 Triple Q	-	-	Equipnet / 3rd party
FAM006346	FAM001715	AC01 Refurbished 6495 Triple Quadrupole (PO 9873)	-	-	Equipnet / 3rd party
FAM006354	FAM002328	18DCFF001 - Nonslip Platform for Incubator (PO 19188)	-	-	Equipnet / 3rd party
FAM006357	FAM002516	18MPAC002 - shipping (PO 21807)	-	-	Equipnet / 3rd party
FAM006358	FAM002545	18DCMT010 - DI Water System Part (PO 21957)	-	-	Equipnet / 3rd party
FAM006362	FAM003012	19MNPI010 - Wall Mount Bracket for DI Water Sytsem (PO 27196)	-	-	Equipnet / 3rd party
FAM006363	FAM003045	19MPQI001 - Mounting Brackets for Water System (PO 28192)	-	-	Equipnet / 3rd party
FAM006366	FAM003184	19MPQI001 - FILTER CARBON BLOCK 10IN	-	-	Equipnet / 3rd party
FAM006367	FAM003235	18PROD013 - Parts for Elcometer 3045 (PO 28624)	-	-	Equipnet / 3rd party
FAM006369	FAM003457	19MPAC006 - Parts for Water System (PO 42814)	-	-	Equipnet / 3rd party
FAM006370	FAM003583	19MPFE029 - EA8-300XLS Pipettes (PO 46059)	-	-	Equipnet / 3rd party
FAM006371	FAM003595	19PROD044 - MS304TS Scale (PO 46090)	-	-	Equipnet / 3rd party
FAM006395	FAM004182	ADAPTOR STRAIGHT SS 3/4-3/4 (PO 56657)	-	-	Equipnet / 3rd party
FAM006396	FAM004301	ADAPTOR STRAIGHT SS 3/4-3/4 (PO 56657)	-	-	Equipnet / 3rd party
FAM006399	FAM004319	VACUUM GAUGE CONTROLLER CONVECECTION (PO 46823)	2,382	2,382	Equipnet / 3rd party
FAM006400	FAM004320	Parts for Fi-0001 Module Expansion (PO 55213)	-	-	Equipnet / 3rd party
FAM006404	FAM004607	BOTTLE PP BIO 1L PK/4 (PO 60989)	-	-	Equipnet / 3rd party
FAM006405	FAM004612	ISOTEMP RT CLAMP HOLDER (PO 60989)	-	-	Equipnet / 3rd party
FAM006415	FAM004766	Shipping & Handling (PO 54024)	-	-	Equipnet / 3rd party
FAM006417	FAM004826	TC1200-0220 (PO 63746)	247	247	Equipnet / 3rd party
FAM006419	FAM004849	Freight (PO 63593)	340	340	Equipnet / 3rd party
FAM006420	FAM004942	T 25 EASY CLEAN DIGITAL S001 115V (PO 63168)	3,733	3,733	Equipnet / 3rd party
FAM006421	FAM004950	Flacktek Mixer DAC 330-100 SE SpeedMixerTM (PO 63167)	13,041	13,041	Equipnet / 3rd party
FAM006422	FAM004953	Taxi Rank NRE (PO 63050)	18,559	18,559	Equipnet / 3rd party
FAM006423	FAM004955	CORIO™ CD Open Heating Bath Circulators, JULABO; Corio CD-BC12 (PO 60993)	2,781	2,781	Equipnet / 3rd party
FAM006424	FAM004978	Pico-SafeTM Laser and Electrical Safety Box	-	-	Equipnet / 3rd party
FAM006425	FAM004980	Lab Equipment Greater Than $2,000: ONLOGIC PO 64722	2,559	2,559	Equipnet / 3rd party
FAM006426	FAM004982	Pico-Shield	-	-	Equipnet / 3rd party
FAM006428	FAM004987	BALANCE TABLE MARBLE 35X24X31 EA1 (PO 64692)	11,000	11,000	Equipnet / 3rd party
FAM006429	FAM005043	Silverson Part 7250-AP0004 (PO 63297)	2,181	2,181	Equipnet / 3rd party
FAM006430	FAM005058	Conviron model GEN1000 Chamber (PO 59407)	22,000	22,000	Equipnet / 3rd party
FAM006431	FAM005081	CES-9544-Design (PO 65502)	4,263	4,263	Equipnet / 3rd party
FAM006433	FAM005119	DV2T Viscometer - RV Torque Range (PO 63169)	4,000	4,000	Equipnet / 3rd party
FAM006434	FAM005136	Pope Benchtop Nutsche Filter-Dryer (PO 63593)	23,923	23,923	Equipnet / 3rd party
FAM006437	FAM005182	GENPURP VAC OVEN 1.5FT3 120V (PO 70452)	3,600	3,600	Equipnet / 3rd party
FAM006438	FAM005184	GENPURP VAC OVEN 1.5FT3 120V (PO 70452)	5,250	5,250	Equipnet / 3rd party
FAM006439	FAM005187	ASE350 automated solvent extractor (PO 69027)	59,183	59,183	Equipnet / 3rd party
FAM006441	FAM005191	JLITE® JLA9.1000 fixed angle, 4 x 1L rotor, 9,000 rpm, 16,800 x g (PO 70953)	16,825	16,825	Equipnet / 3rd party
FAM006448	FAM003886	Biotek H1 Microplate Reader	1,462	1,282	Equipnet / 3rd party
FAM006449	FAM003883	Lab Benches	-	-	Equipnet / 3rd party
FAM006450	FAM003888	New Market Forge on Stand (Lease 45788)	-	-	Equipnet / 3rd party
FAM006451	FAM003890	Undercounter Ice Machine (Lease 45788)	-	-	Equipnet / 3rd party
FAM006452	FAM003892	DI Reverse Osmosis System (Lease 45788)	-	-	Equipnet / 3rd party
FAM006453	FAM003894	Multitron Pro Incubation Shaker (Lease 45826)	-	-	Equipnet / 3rd party
FAM006454	FAM003896	Curemeta Fridge & Freezer	-	-	Equipnet / 3rd party
FAM006455	FAM004028	Multitron Shaker - Lease 42563	-	-	Equipnet / 3rd party
FAM006461	FAM005264	Laminar flow hood	100	69	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM006463	FAM005270	Velocity robot and biocels	2,600	2,066	Equipnet / 3rd party
FAM006464	FAM005273	Formulatrix Mantis	950	657	Equipnet / 3rd party
FAM006465	FAM005274	Superstrain	4,200	3,337	Equipnet / 3rd party
FAM006466	FAM005275	Infors Shaker for plates	500	397	Equipnet / 3rd party
FAM006467	FAM005277	QPCR Machine	300	208	Equipnet / 3rd party
FAM006468	FAM005278	Oxford Nanopore	350	278	Equipnet / 3rd party
FAM006470	FAM005280	Bravo robot #2	2,800	2,368	Equipnet / 3rd party
FAM006471	FAM005281	Illumina MiSeq	28,000	23,683	Equipnet / 3rd party
FAM006472	FAM005282	NuAire -80 freezer #2	550	380	Equipnet / 3rd party
FAM006473	FAM005283	PCR Machine #1	100	69	Equipnet / 3rd party
FAM006474	FAM005286	Chemical Hood	700	484	Equipnet / 3rd party
FAM006475	FAM005288	Boreal Genomics	9,500	8,035	Equipnet / 3rd party
FAM006476	FAM005289	PacBio 37 Lab Equipment	60,000	50,750	Equipnet / 3rd party
FAM006477	FAM005290	PacBio 232 Lab Equipment	75,000	63,438	Equipnet / 3rd party
FAM006478	FAM005292	Oxford Nanopore refund	(900)	(789)	Equipnet / 3rd party
FAM006479	FAM005293	10x Genomics Chromium Controller	30,000	26,300	Equipnet / 3rd party
FAM006480	FAM005294	Buchi Rotovap	250	173	Equipnet / 3rd party
FAM006481	FAM005295	Q Exactive	145,000	127,117	Equipnet / 3rd party
FAM006482	FAM005296	Fume Hood	2,800	2,455	Equipnet / 3rd party
FAM006483	FAM005269	CO2 backup for freezer	-	-	Equipnet / 3rd party
FAM006484	FAM005272	Bravo Tips	-	-	Equipnet / 3rd party
FAM006486	FAM005284	Speed Vac	-	-	Equipnet / 3rd party
FAM006498	FAM004904	QS7-Pro QPCR, desktop	2,974	2,607	Equipnet / 3rd party
FAM006504	FAM004873	ROTAVAPOR R-100 W PUMP & GLASS	-	-	Equipnet / 3rd party
FAM006506	FAM004902	-86 UPRIGHT ULTRA-LOW FREEZER	-	-	Equipnet / 3rd party
FAM006520	FAM005254	ISO 527/1BA and Molds (PO 7580)	24,924	21,850	Equipnet / 3rd party
			15,068,440	13,179,920	

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Phase 1 & 2 New York and Boston

ZY ID	Name	Asset Original Cost	Location
FAM000915	LE101 Spectrophotometer	1,300	Equipnet / 3rd party
FAM001117	LED14 Ice machine	950	Equipnet / 3rd party
FAM001884	AC03 ALPHA FT-IR Base Spectrometer (PO 12519)	5,500	Equipnet / 3rd party
FAM001893	AC03 - ALPHA FT-IR Base Spectrometer (PO 12159 70%	12,500	Equipnet / 3rd party
FAM002591	18DPRO008 - E430R Benchtop Centrifuge (PO 22396)	4,600	Equipnet / 3rd party
FAM002912	18MENG003 - Halogen Moisture Analyzer (PO 25328)	2,000	Equipnet / 3rd party
FAM003175	PH Meter (PO 28112)	1,700	Equipnet / 3rd party
FAM003297	Vacuum Oven w/ LED (PO 30500)	1,900	Equipnet / 3rd party
FAM003618	19PROD024 - Vacuum Oven (PO 41448)	3,400	Equipnet / 3rd party
FAM003882	1200 Infinity & Parts (Lease 44135)	-	Equipnet / 3rd party
FAM003884	FPLC	-	Equipnet / 3rd party
FAM003887	SR-24D Autoclave Sterilizer (Lease 45788)	-	Equipnet / 3rd party
FAM003889	Water Purfication System (Lease 45788)	-	Equipnet / 3rd party
FAM003893	VEO 710L Microscope & Parts (Lease 45826)	-	Equipnet / 3rd party
FAM004031	-20C Freezer 23CF (PO 43221)	4,800	Equipnet / 3rd party
FAM004106	OxySense Instrument	2,400	Equipnet / 3rd party
FAM004359	HR 20 Discovery Hybrid Rheometer (PO 57081)	240,000	Equipnet / 3rd party
FAM004455	FT-IR (PO 59382)	33,000	Equipnet / 3rd party
FAM004470	Pendulum Hardness (PO 58954)	7,000	Equipnet / 3rd party
FAM004491	UV-Vis (PO 58953)	8,500	Equipnet / 3rd party
FAM004516	MODEL CHC PRESS (PO 59308)	7,250	Equipnet / 3rd party
FAM004525	Heratherm Oven OMS100 (PO 58956)	5,750	Equipnet / 3rd party
FAM004526	Analytical Balance - XSR225DU (PO 60396)	6,250	Equipnet / 3rd party
FAM004527	Rotovap - Buchi R300 & Balances (PO 60396)	20,000	Equipnet / 3rd party
FAM004544	OxTran (PO 59131)	57,500	Equipnet / 3rd party
FAM004548	DSA (Drop Shape Analyzer) (PO 58955)	50,000	Equipnet / 3rd party
FAM004620	Mini Mixer/Mill (PO 61693)	8,000	Equipnet / 3rd party
FAM004622	Branson SFX550 Probe Sonicator (PO 61630)	3,400	Equipnet / 3rd party
FAM004625	Compounder, Injection Molder, Cast Film Line (PO 59309)	150,000	Equipnet / 3rd party
FAM004758	DAC 1200-500 VAC SpeedMixer (PO 61695)	31,000	Equipnet / 3rd party
FAM004772	E1-ClipTip™ Equalizer Pipette	1,600	Equipnet / 3rd party
FAM004851	Instron 68SC-5 Single column..(PO 61530)	62,500	Equipnet / 3rd party
FAM004854	Compact Film Coater (PO 61817)	7,500	Equipnet / 3rd party
FAM004855	SM-IT700HRLA: Low Vacuum Scanning Electron Microscope 2 1 MP-94320CS: JEOL Chamber Scope 3 1 EX-74600U4L2Q-IT7: JEOL JED-2300 DRY SDD EDS DETECTOR, 30 mm 4 1 DTN-DSK00V-0016: DENTON DESK-V HP TR SPUTT (PO 59310)	19,500	Equipnet / 3rd party
FAM004874	Refurbished Peak Scientific Nitrogen Generators	793	Equipnet / 3rd party
FAM004875	2 Hertherm Incubator	-	Equipnet / 3rd party
FAM004876	Laxco 3000 Series Microscope	1,605	Equipnet / 3rd party
FAM004877	BIODOC-IT2 GEL IMAGER W/M-20V	-	Equipnet / 3rd party
FAM004879	AFC-3000	1,047	Equipnet / 3rd party
FAM004880	PO 0534 Nitrogen Generators	1,121	Equipnet / 3rd party
FAM004881	C10000Touch with 384W Rxn Module	1,151	Equipnet / 3rd party
FAM004882	C10000Touch with 384W Rxn Module	1,151	Equipnet / 3rd party
FAM004883	Buchi R-205 Rotavapor System	1,198	Equipnet / 3rd party
FAM004893	SORVAL LEGEND XT/XF CENTRIFUGE	-	Equipnet / 3rd party
FAM004894	PURIFIER VERTICAL CLEAN BENCH W/STAND & CASTERS	1,335	Equipnet / 3rd party
FAM004895	Sorvall ST 16 Centrifuge	1,378	Equipnet / 3rd party
FAM004896	A2 4FT BIOSAFETY CABINET	2,835	Equipnet / 3rd party
FAM004897	QS-Pro Block Upgrade 384W	2,453	Equipnet / 3rd party
FAM004898	C1000 Touch 348W RXN module	1,524	Equipnet / 3rd party
FAM004899	C100 Touch 48/48 Fast RXN Module	1,658	Equipnet / 3rd party
FAM004900	Mettler Toledo MS Semi-Micro Balances	1,740	Equipnet / 3rd party
FAM004901	-86 UPRIGHT ULTRA-LOW FREEZER	-	Equipnet / 3rd party
FAM004903	Evaporator R300E 24/40	1,774	Equipnet / 3rd party
FAM004905	Heracell VIOS CO2 incubator	1,916	Equipnet / 3rd party
FAM004906	Jess System	3,840	Equipnet / 3rd party
FAM004911	DAD-3000 Diode Array Detector	2,394	Equipnet / 3rd party
FAM004912	HPG-3200BX Pump	2,480	Equipnet / 3rd party
FAM004913	WPS-300TSL Semi Prep	2,539	Equipnet / 3rd party

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ZY ID	Name	Asset Original Cost	Location
FAM004914	1300 A2 Biological Safety Cabinet	2,559	Equipnet / 3rd party
FAM004915	Generator, Nitrogen	3,506	Equipnet / 3rd party
FAM004916	CFX384 TOUCH REAL-TIME PCR DETECTION SYSTEM	-	Equipnet / 3rd party
FAM004917	Thermo Scientific TSX Series Ultra-Low Freezer	6,358	Equipnet / 3rd party
FAM004918	WATERS ACQUITY ARC SYSTEMS	-	Equipnet / 3rd party
FAM004919	Thermo Scientific Savant SpeedVac Integrated Vacuum Concentrator System	6,697	Equipnet / 3rd party
FAM004920	MULTITRON STANDARD SHAKER	-	Equipnet / 3rd party
FAM004921	MULTITRON STANDARD SHAKER	-	Equipnet / 3rd party
FAM004922	Legend XFR TX-100 Cell Culture + Promo F15-6X100	4,755	Equipnet / 3rd party
FAM004923	Benchtop Freeze Dryer	8,473	Equipnet / 3rd party
FAM004924	CFX384 TOUCHE REAL-TIME PCR DETECTION SYSTEM	-	Equipnet / 3rd party
FAM004926	Liquid Chromatograph Mass Spectrometer	9,527	Equipnet / 3rd party
FAM004927	Synergy HTX microplate reader	5,939	Equipnet / 3rd party
FAM004928	EVOS M5000 Cell Imaging System	10,953	Equipnet / 3rd party
FAM004929	Thermo Scientific# Savant# SpeedVac# SPD300	6,906	Equipnet / 3rd party
FAM004930	COMBIFLASH EZ PREP UV-VIS	-	Equipnet / 3rd party
FAM004932	MS032T6 Multitron Incubator triple 25 mm, with trays	7,332	Equipnet / 3rd party
FAM004933	2424 ELSD with High Flow Nebulizer	8,924	Equipnet / 3rd party
FAM004934	Multitron Std Pkg, triple 25mm, top coo	17,297	Equipnet / 3rd party
FAM004935	ISQ Single Quad Mass	11,904	Equipnet / 3rd party
FAM004936	COLONY PICKING SYSTEM	-	Equipnet / 3rd party
FAM004954	Fiber Line (PO 61528)	62,500	Equipnet / 3rd party
FAM004956	SM-IT700HRLA: Low Vacuum Scanning Electron Microscope 2 1 MP-94320CS: JEOL Chamber Scope 3 1 EX-74600U4L2Q-IT7: JEOL JED-2300 DRY SDD EDS DETECTOR, 30 mm 4 1 DTN-DSK00V-0016: DENTON DESK-V HP TR SPUTT (PO 59310)	175,000	Equipnet / 3rd party
FAM004984	NMR for RTF (PO 60996)	24,000	Equipnet / 3rd party
FAM004986	NMR for RTF (PO 60996)	210,000	Equipnet / 3rd party
FAM005015	Mocon - OTR (PO 62956)	72,500	Equipnet / 3rd party
FAM005036	Particle Sizer (PO 63883)	52,500	Equipnet / 3rd party
FAM005037	Particle Sizer (PO 63883)	350	Equipnet / 3rd party
FAM005038	Particle Sizer (PO 63883)	17,000	Equipnet / 3rd party
FAM005145	QUOTE #MQWP684 _ Tripp Lite UPS 5000VA 4000W Smart Rackmount AVR 120V-208V 5kVA 6URM TAA GSA (PO 68946)	3,800	Equipnet / 3rd party
FAM005159	Quote Number: CPQ-00381684 _ Orbitrap Exploris 120 Basic System w/ IC (PO 67260)	750	Equipnet / 3rd party
FAM005160	Quote Number: CPQ-00381684 _ Orbitrap Exploris 120 Basic System w/ IC (PO 67260)	370,000	Equipnet / 3rd party
FAM005166	Keyence Microscope Objective (VHX-E100) 100x to 500x mag (PO 70562)	5,250	Equipnet / 3rd party
FAM005179	Forced Air Circulation Oven Units, Memmert 9.0 CFT. 300C 115V (PO 70445)	4,400	Equipnet / 3rd party
FAM005268	NuAire -80 freezer	500	Equipnet / 3rd party
FAM005285	Lyophilizer	700	Equipnet / 3rd party
FAM005291	Yamamoto Autoclave	200	Equipnet / 3rd party
		1,906,315	

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Phase 3

ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004038	FAM000837	LE12 QPIX 420 Colony Picking System	25,000	17,778	Equipnet / 3rd party
FAM004040	FAM000839	LE14 Upright Freezer	2,300	1,636	Equipnet / 3rd party
FAM004042	FAM000841	LE16 LabGard ES Biosafety Cabinet	2,800	1,991	Equipnet / 3rd party
FAM004057	FAM000866	LE43 Recirc Chiller	1,800	1,280	Equipnet / 3rd party
FAM004069	FAM000881	LE60 Agilent/velocity11 Vstack	1,100	782	Equipnet / 3rd party
FAM004077	FAM000890	LE71 VWR Incubator GR Con 12	900	705	Equipnet / 3rd party
FAM004078	FAM000891	LE72 XPE 404S Precision Balance	2,200	1,564	Equipnet / 3rd party
FAM004087	FAM000901	LE84 Avanti J-E HPC 208-240V, incl Rotor Pkg	7,000	5,483	Equipnet / 3rd party
FAM004089	FAM000903	LE86 Recirc Chiller 120V	950	744	Equipnet / 3rd party
FAM004090	FAM000904	LE87 Freezer Upright 85C 24CF	2,800	2,193	Equipnet / 3rd party
FAM004092	FAM000907	LE90 QPIX 420 Colony Picking System-Placed in Service in June	38,000	29,767	Equipnet / 3rd party
FAM004094	FAM000911	LE94 Geneamp Thermal Cycler	3,000	2,350	Equipnet / 3rd party
FAM004097	FAM000914	LE100 Refrigerator for lab	1,100	862	Equipnet / 3rd party
FAM004101	FAM000924	LE116 Scales	5,000	3,917	Equipnet / 3rd party
FAM004111	FAM000936	LE129 Recirc Chiller (accrual)	2,200	1,723	Equipnet / 3rd party
FAM004114	FAM000939	LE132 Scales	4,600	3,603	Equipnet / 3rd party
FAM004120	FAM000945	LE138 Biotek ELx405UV Select 50% deposit (plate washer and WellMate dispenser to use with the new Plate Washing and Media Prep #2 stations)	2,800	2,193	Equipnet / 3rd party
FAM004126	FAM000952	LE145 Recirc chiller	1,100	862	Equipnet / 3rd party
FAM004128	FAM000955	LE148 Chiller (reclass fr lab supplies)	1,100	862	Equipnet / 3rd party
FAM004135	FAM000966	LE159 Freezer upright-85C	3,200	2,507	Equipnet / 3rd party
FAM004137	FAM000972	LE167 XPE105DR (Part of the 153K ancillary equipment)	2,800	2,193	Equipnet / 3rd party
FAM004142	FAM000979	LE175 BTX Gemini X2. 10226013	3,000	2,350	Equipnet / 3rd party
FAM004157	FAM000995	LE204 (1) VWR 6.85CF Incubator GR Con 12	850	703	Equipnet / 3rd party
FAM004159	FAM000997	LE206 (1) Blance scale XPE T-BAl 410GX0	4,200	3,472	Equipnet / 3rd party
FAM004160	FAM000998	LE207 (1) VWR 6.85CF Incubator GR con 12	850	703	Equipnet / 3rd party
FAM004162	FAM001001	LE210 (1) Freezer Upright	3,600	2,820	Equipnet / 3rd party
FAM004165	FAM001006	LE215 Sandbox- Floor Centrifuge (1) AVANTI J-E HPC, 208-240V	11,000	8,617	Equipnet / 3rd party
FAM004167	FAM001010	LE220 Scales	1,400	1,157	Equipnet / 3rd party
FAM004169	FAM001012	LE223 50% Deposit--Tecan 7, destined for the Factory once Fermentation moves to the Tower	20,000	16,533	Equipnet / 3rd party
FAM004170	FAM001013	LE224 remaining payment for Tecan 7 shipped 5/3/16.	23,000	19,013	Equipnet / 3rd party
FAM004176	FAM001019	LE231 (3) Innova 44R 2" 120/60 (Shaking Incubators)	25,000	20,667	Equipnet / 3rd party
FAM004177	FAM001021	LE235 $2,600.00 (1/1) EA [5446] Q33217: Qubit 3.0 Quantitation Starter Kit	1,000	783	Equipnet / 3rd party
FAM004180	FAM001025	LE243 (1) Freezer Upright and	3,600	2,976	Equipnet / 3rd party
FAM004182	FAM001027	LE245 Hettich automation??-friendly centrifuge (46RSC) (7 yrs. old) ??2 BUCKET VERSI...	1,700	1,405	Equipnet / 3rd party
FAM004188	FAM001034	LE254 PO 5568 (1) Sterilizer SN-510C	2,300	1,901	Equipnet / 3rd party
FAM004189	FAM001035	LE255 PO 6067 (1) Microplate Labeler, Genomics	11,500	9,507	Equipnet / 3rd party
FAM004211	FAM001066	LE286 PO 5236 - 80C Freezer (Inv. dtd. 7/15/16)	4,000	3,307	Equipnet / 3rd party
FAM004216	FAM001073	LE293 PO 7579 - Centrivap DNA Concentrator	3,000	2,480	Equipnet / 3rd party
FAM004223	FAM001082	LE304 VWR International LLC, PO 7266 PureLab Flex2 CapEx LIne 23 MISC Analysis & HT (Suite 410/450)	2,400	1,984	Equipnet / 3rd party
FAM004237	FAM001101	LE103 Freezer Upright	2,800	2,193	Equipnet / 3rd party
FAM004243	FAM001109	LED06 Thermo Scientific MaxQ 4000	1,200	940	Equipnet / 3rd party
FAM004254	FAM001125	LED22 Centrifuge 5424 w/rotor	750	587	Equipnet / 3rd party
FAM004258	FAM001133	LED32 (1) Proflex Dual 384W PCR System (thermo cyclers)	3,200	2,507	Equipnet / 3rd party
FAM004271	FAM001150	LED49 PO 7555 - Centrifuge 5424 W Roto	950	785	Equipnet / 3rd party
FAM004274	FAM001154	LEG01 PO 5832 (1) 6 Keys illuminated	1,800	1,488	Equipnet / 3rd party
FAM004275	FAM001155	LEG02 PO 6291Calibration weight set will be allocated to the G&A/REF capital budget	5,000	4,133	Equipnet / 3rd party
FAM004276	FAM001156	LEG03 PO 6034. (1) Presto model #PPS2200-150AS PowerStak adjustable-straddle stacker with telescoping mast (for warehouse)	4,800	3,968	Equipnet / 3rd party
FAM004277	FAM001157	LEG04 PO 6689 -Calibration equipment (partial order invoiced)	3,200	2,645	Equipnet / 3rd party
FAM004278	FAM001158	LEG05 PO 7064, laminar flow hood	2,500	2,067	Equipnet / 3rd party
FAM004279	FAM001159	LEG06 PO 7036 - Mobile Lift Table	1,000	827	Equipnet / 3rd party
FAM004280	FAM001160	LEG07 PO 6689 -50% deposit Calibration equipment (inv dtd 8-31-16) reclass due to place in service date	8,500	7,027	Equipnet / 3rd party
FAM004281	FAM001161	LEG08 and LEG09 PO 6689 Multimeter equipment and correction for $7,473.36 - correct invoice is 1157587	5,250	4,340	Equipnet / 3rd party
FAM004328	FAM001439	LS 37 PO 8630 - (1) Lab Freezer	3,600	2,976	Equipnet / 3rd party
FAM004340	FAM001455	LED58 PO 8515 - (1) Freezer (inv'd 1/5/17)	4,200	3,472	Equipnet / 3rd party
FAM004341	FAM001457	LED60 PO 9044 - (2) Isotemp Chillers	2,500	2,067	Equipnet / 3rd party
FAM004366	FAM001543	LS 32 PO 8640 - (3) -80 Freezers	4,200	3,472	Equipnet / 3rd party
FAM004367	FAM001544	LS 32 PO 8640 - (3) -80 Freezers	4,600	3,803	Equipnet / 3rd party
FAM004368	FAM001545	LS 32 PO 8640 - (3) -80 Freezers	4,600	3,803	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004372	FAM001672	LE382 PO 10628 - (1) -80 Freezer	4,600	3,803	Equipnet / 3rd party
FAM004379	FAM001680	LED68 PO 10310 - (1) -80 Freezer	4,800	3,968	Equipnet / 3rd party
FAM004390	FAM001711	SB33 Echo Platform PO10588	15,500	12,813	Equipnet / 3rd party
FAM004392	FAM001713	BO01 Echo 550 Liquid Handler (PO 10817)	125,000	103,333	Equipnet / 3rd party
FAM004397	FAM001719	LS23 Thermo Scientific Matrix® WellMate 8-Channel	900	744	Equipnet / 3rd party
FAM004408	FAM001736	LS 30 US PURELAB PRIMA 15 (PO 9679)	1,200	992	Equipnet / 3rd party
FAM004409	FAM001737	VWR Lab Freezer x2	7,500	6,200	Equipnet / 3rd party
FAM004410	FAM001738	HTS01 Table for Tecan 14 (PO 10229)	3,000	2,480	Equipnet / 3rd party
FAM004417	FAM001746	DEV34 CENTRIFUGE 5424 W ROTOR 120V (PO 11142)	1,100	909	Equipnet / 3rd party
FAM004418	FAM001747	DEV32 CENTRIFUGE 5424 W ROTOR 120V (PO 11142)	1,100	909	Equipnet / 3rd party
FAM004429	FAM001775	AC01 Infinity 5060 (PO 10182)	9,750	8,060	Equipnet / 3rd party
FAM004449	FAM001798	HTS01 Enclosure for Tecan 14 (PO 11278)	2,600	2,149	Equipnet / 3rd party
FAM004466	FAM001821	BTD01 CENTRIFUGE 5430R KEYP RTR 120V Rotor FA-35-6	4,200	3,472	Equipnet / 3rd party
FAM004469	FAM001829	SB41 Reach-in Refrigerator (PO 12487)	1,700	1,405	Equipnet / 3rd party
FAM004470	FAM001830	SB41 Reach-in Refrigerator (PO 12487)	2,200	1,819	Equipnet / 3rd party
FAM004471	FAM001831	SB41 Reach-in Refrigerator (PO 12487)	1,700	1,405	Equipnet / 3rd party
FAM004474	FAM001834	SB21 GENESYS 10S UV-VIS W/PRINTER (PO 12003)	150	85	Equipnet / 3rd party
FAM004475	FAM001835	SB32 GENESYS 10S UV-VIS W/PRINTER (PO 12003)	150	85	Equipnet / 3rd party
FAM004477	FAM001837	Auto54 PO 12257 MVS Bundle & Solutions	37,000	30,587	Equipnet / 3rd party
FAM004479	FAM001839	BO09 PO 12509 Clamp & Screws for the M1000 Platfor	250	207	Equipnet / 3rd party
FAM004486	FAM001846	DEV38, DEV39, DEV40, DEV41 PO 12604 Incubators	4,000	3,307	Equipnet / 3rd party
FAM004489	FAM001849	DEV10, DEV11 PO 12578 Freezer (-86)	9,250	7,647	Equipnet / 3rd party
FAM004496	FAM001861	DEV26 Reach-in Fridge (PO 12932)	1,900	1,571	Equipnet / 3rd party
FAM004497	FAM001862	DEV27 Reach-in Fridge (PO 12932)	1,900	1,571	Equipnet / 3rd party
FAM004498	FAM001863	DEV28 Reach-in Fridge (PO 12932)	1,900	1,571	Equipnet / 3rd party
FAM004504	FAM001870	SB41 - (4) Gravity Convection Incubators (PO 12960	2,600	2,149	Equipnet / 3rd party
FAM004512	FAM001880	SB06 Innova 44R, 120 V/60 Hz (PO 13130)	8,750	7,233	Equipnet / 3rd party
FAM004513	FAM001881	SB04 Innova 44R, 120 V/60 Hz (PO 13130)	9,000	7,440	Equipnet / 3rd party
FAM004514	FAM001882	SB05 Innova 44R, 120 V/60 Hz (PO 13130)	8,750	7,233	Equipnet / 3rd party
FAM004518	FAM001888	LQ71 REACH-IN REFRIGERATOR T-49G-LD (PO 13165)	1,900	1,571	Equipnet / 3rd party
FAM004522	FAM001894	BO26 AVANTI J-E HPC (PO 12986)	14,500	11,987	Equipnet / 3rd party
FAM004523	FAM001895	BO26 Gravity Convection Incubator (PO 13242)	1,000	827	Equipnet / 3rd party
FAM004529	FAM001905	SB24 Innova 44R, 120 V/60 Hz (PO 13274)	8,750	7,233	Equipnet / 3rd party
FAM004530	FAM001906	SB25 Innova 44R, 120 V/60 Hz (PO 13274)	8,750	7,233	Equipnet / 3rd party
FAM004531	FAM001907	SB26 Innova 44R, 120 V/60 Hz (PO 13274)	8,750	7,233	Equipnet / 3rd party
FAM004534	FAM001918	HTS19 - XPE-S Series Precision Balances (PO 13371)	3,400	2,811	Equipnet / 3rd party
FAM004536	FAM001921	SB41 - AVANTI J-E HPC EA (PO 12575)	13,000	10,747	Equipnet / 3rd party
FAM004556	FAM001949	SB22 - ATR Shaker Triple Stack (PO 12641)	45,000	37,200	Equipnet / 3rd party
FAM004561	FAM001954	BO26 - VWR GRAVITY CONVECTION INCUBATOR (PO 13867)	2,000	1,653	Equipnet / 3rd party
FAM004567	FAM001973	FERM 24-29 - Gravity Connection Incubator (PO 144	2,100	1,736	Equipnet / 3rd party
FAM004575	FAM001982	DEV61 - 5430 Centrifuge (PO 14047)	5,750	4,753	Equipnet / 3rd party
FAM004577	FAM002009	LS27 - 6 Ft. Bench Top Airflow Cabinet (PO 12514)	3,800	3,141	Equipnet / 3rd party
FAM004579	FAM002011	Auto54 - Magmover Lite (PO 13600)	13,500	11,160	Equipnet / 3rd party
FAM004580	FAM002012	LS26 - 6 Ft. Bench Top Airflow Cabinet (PO 12514)	4,600	3,803	Equipnet / 3rd party
FAM004591	FAM002029	FERM42 - (2) Basic Compact Scales (PO 14910)	3,800	3,141	Equipnet / 3rd party
FAM004592	FAM002030	DEV11 - ISF1-X Shaker (PO 13632)	22,000	18,187	Equipnet / 3rd party
FAM004593	FAM002031	DEV11 - ISF1-X Shaker (PO 13632)	22,000	18,187	Equipnet / 3rd party
FAM004594	FAM002032	DEV11 - ISF1-X Shaker (PO 13632)	22,000	18,187	Equipnet / 3rd party
FAM004599	FAM002044	BTD01/TTD01 - Whisper Flow Cabinet (PO 15210)	1,900	1,571	Equipnet / 3rd party
FAM004602	FAM002049	4731T53 Light Duty Cart with Electrical Outlet Str	300	248	Equipnet / 3rd party
FAM004617	FAM002068	SB04 - Multitron Pro w/ Top Cooler (PO 12640)	60,000	49,600	Equipnet / 3rd party
FAM004618	FAM002069	AUTO54 - Mastercycler for Prototyping (PO 15249)	3,600	2,976	Equipnet / 3rd party
FAM004619	FAM002070	FERM03 - FERM08 - (3) Innova 44R (PO 14425)	28,000	23,147	Equipnet / 3rd party
FAM004620	FAM002071	AC05 - XL100 Liquid Handling Module (PO 12651)	67,500	55,800	Equipnet / 3rd party
FAM004622	FAM002074	BO26 - BTX Controler (PO 15307)	6,750	5,580	Equipnet / 3rd party
FAM004624	FAM002076	FERM24 - FERM29 - (2) Innova 44R (PO 14489)	19,500	16,120	Equipnet / 3rd party
FAM004629	FAM002083	Explosion-Proof Freezer for Products Lab (PO 15349)	1,800	1,488	Equipnet / 3rd party
FAM004633	FAM002087	Precision Balances for Product Lab (PO 15349)	3,800	3,141	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004638	FAM002095	LS49 - Multitron Pro (PO 14497)	40,000	33,067	Equipnet / 3rd party
FAM004655	FAM002175	FERM03-FERM08 - Circulation Chiller (PO 14890)	2,600	2,149	Equipnet / 3rd party
FAM004657	FAM002177	Viscometer for Products Lab (PO 16009)	5,750	4,753	Equipnet / 3rd party
FAM004659	FAM002180	AUTO54 - VIAFILL Rapid Reagent Dispenser (PO 14992)	4,400	3,637	Equipnet / 3rd party
FAM004675	FAM002205	18TAUT001 - ViaFill Dispenser for Arm & Cart Module (PO 14998)	11,000	9,093	Equipnet / 3rd party
FAM004679	FAM002216	18MPBR004 - Tube Capper/Decapper (PO 17731)	6,000	4,960	Equipnet / 3rd party
FAM004680	FAM002217	DEV03 & DEV04 - Multitron Pro, 3 mm with Top Cooler (PO 13927)	12,500	10,333	Equipnet / 3rd party
FAM004682	FAM002219	18MPRD002 - Deli Fridge (PO 17575)	2,200	1,819	Equipnet / 3rd party
FAM004683	FAM002223	HTS07 & HTS08 - (4) Multitron Pro, 3 mm with Cooling Coil (13927)	39,375	32,550	Equipnet / 3rd party
FAM004694	FAM002287	18DCMT005 - Centrufuge (PO 18256)	4,800	3,968	Equipnet / 3rd party
FAM004703	FAM002306	18PROD004 - AVANTI J-E HPC (PO 18924)	21,000	17,360	Equipnet / 3rd party
FAM004722	FAM002339	18DCFF003 - Reach-in Refrigerator (PO 20137)	2,100	1,736	Equipnet / 3rd party
FAM004723	FAM002340	18DCFF001 - Shaking Incubator (PO 19188)	1,700	1,405	Equipnet / 3rd party
FAM004724	FAM002341	18MPBR006 - SampleScan E-Series 2D Reader (PO 19465)	2,800	2,315	Equipnet / 3rd party
FAM004725	FAM002345	18DPRO001 - Whisper Flow Cabinet (PO 20443)	1,900	1,571	Equipnet / 3rd party
FAM004727	FAM002347	18TAUT002 - 384 well Automated Thermal Cycler (PO 20381)	10,500	8,680	Equipnet / 3rd party
FAM004732	FAM002352	18MNPI001 - 96-well Thermal Cycler (PO 19226)	2,600	2,149	Equipnet / 3rd party
FAM004735	FAM002357	18TAUT004 - 3D Universe LokBuild (PO 20335)	2,000	1,653	Equipnet / 3rd party
FAM004737	FAM002363	18GLAB006 - Infinite F50 (PO 19128)	3,600	2,976	Equipnet / 3rd party
FAM004741	FAM002369	18MPBR007 - Glacier -86°C Ultralow Temp Freezer (PO 19631)	7,250	5,993	Equipnet / 3rd party
FAM004744	FAM002373	18TAUT009 - Precise Flex 400 (PO 20435)	15,500	12,813	Equipnet / 3rd party
FAM004753	FAM002411	18GLAB003 - Innova 42R (PO 19083)	8,000	6,613	Equipnet / 3rd party
FAM004755	FAM002413	18MPFE004 - DASGIP System (PO 20069)	430,000	355,467	Equipnet / 3rd party
FAM004756	FAM002415	18GLAB007 - Masterflex L/S Digital Pump System (PO 20781)	1,300	1,075	Equipnet / 3rd party
FAM004760	FAM002422	18TAUT011 - ECHO-BCSS (PO 20724)	140,000	115,733	Equipnet / 3rd party
FAM004762	FAM002432	18DCFF015 - QPIX 420 COLONY PICKING SYSTEM (PO 21370)	87,500	72,333	Equipnet / 3rd party
FAM004772	FAM002453	18MPBR010 - Innova 44 (PO 20895)	11,500	9,507	Equipnet / 3rd party
FAM004775	FAM002458	18TAUT012 - Dry Chemistry Diaphragm Pumps (PO 21168)	1,300	1,075	Equipnet / 3rd party
FAM004776	FAM002460	18MPDNMISC - AVANTI J-E/EA Floor Centrifuge (PO 15830)	7,750	6,407	Equipnet / 3rd party
FAM004778	FAM002462	DASGIP Parts & Vessels (PO 19763)	11,000	9,093	Equipnet / 3rd party
FAM004785	FAM002476	18MPFE004 - PH Sensor for DASGIP (PO 20069)	2,800	2,315	Equipnet / 3rd party
FAM004786	FAM002477	DASGIP System (PO 19763)	43,000	35,547	Equipnet / 3rd party
FAM004787	FAM002478	18DCFF005 - VWR Lab Freezer (PO 20141)	5,000	4,133	Equipnet / 3rd party
FAM004791	FAM002482	18DCFF007 - Kuhner Double Stack (PO 21307)	60,000	49,600	Equipnet / 3rd party
FAM004792	FAM002489	18MPDN002 - VWR Lab Freezer (PO 20510)	4,800	3,968	Equipnet / 3rd party
FAM004794	FAM002491	18MPBR011 - Barcode Printer (PO 21203)	250	142	Equipnet / 3rd party
FAM004795	FAM002492	18MPBR009 - Glacier -86°C Ultralow Freezer (PO 20779)	7,000	5,787	Equipnet / 3rd party
FAM004796	FAM002493	18DPRO002 - Tecan Sunrise Plate Reader (PO 21245)	5,000	4,133	Equipnet / 3rd party
FAM004798	FAM002495	18PROD015 - Masterlex Pump (PO 21592)	1,300	1,075	Equipnet / 3rd party
FAM004799	FAM002496	18DCFF012 - Avanti Centrifuge (PO 21329)	11,000	9,093	Equipnet / 3rd party
FAM004800	FAM002498	18MPFE005 - Parts for (16) DASGIP System (PO 20071)	18,000	14,880	Equipnet / 3rd party
FAM004801	FAM002502	18MPFE004 - Installation of DASGIP System (PO 20069)	4,600	3,803	Equipnet / 3rd party
FAM004806	FAM002513	Sticky Pad Platform (PO 21367)	1,100	909	Equipnet / 3rd party
FAM004807	FAM002514	18DCMT008 - Sterilizer (PO 21383)	4,600	3,803	Equipnet / 3rd party
FAM004820	FAM002534	18PROD019 - XPE Series Analytical Balance (PO 22026)	4,600	3,803	Equipnet / 3rd party
FAM004821	FAM002536	18DCMT010 - DI Water System (PO 21957)	7,250	5,993	Equipnet / 3rd party
FAM004825	FAM002540	18DCMT007 - Shaking Incubator (PO 21383)	2,100	1,736	Equipnet / 3rd party
FAM004829	FAM002546	18MPFE005 - Parts for (16) DASGIP System (PO 20071)	7,000	5,787	Equipnet / 3rd party
FAM004834	FAM002552	18PROD027 - Analytical Balance (PO 22669)	2,800	2,315	Equipnet / 3rd party
FAM004840	FAM002559	18DPRO004 - XPE Series Analytical Balances (PO 21431)	6,000	4,960	Equipnet / 3rd party
FAM004845	FAM002568	18DPRO010 - Refrigerator and Castors (PO 22918)	2,400	1,984	Equipnet / 3rd party
FAM004849	FAM002574	18DQTM001 - Rotor for Centrifuge (PO 22519)	1,400	1,157	Equipnet / 3rd party
FAM004856	FAM002589	18DCFF008 - Infors Multitron Triple Stack (PO 21314)	57,500	47,533	Equipnet / 3rd party
FAM004859	FAM002593	18MPST007 - Ultra Low Freezer (PO 22019)	7,000	5,787	Equipnet / 3rd party
FAM004862	FAM002596	18MPST007 - Ultra Low Freezer (PO 22019)	7,000	5,787	Equipnet / 3rd party
FAM004865	FAM002600	18DCAC003 - Refurbished 6495 Triple Quadrupole (PO 22249)	7,691	6,358	Equipnet / 3rd party
FAM004875	FAM002614	18DCMT011 - ALPS 50 V-Manual Heat sealer (PO 23555)	1,800	1,488	Equipnet / 3rd party
FAM004876	FAM002615	18MPHT001 - Freezer -80 degrees (PO 22924)	8,750	7,233	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM004883	FAM002622	18MPHT002 - Freezer -80 degrees (PO 22973)	7,250	5,993	Equipnet / 3rd party
FAM004890	FAM002631	18DQTM011 - Proflex 384W PCR (PO 23633)	12,000	9,920	Equipnet / 3rd party
FAM004892	FAM002633	18DQTM012 - Epp 5424 Centrifuge (PO 23633)	2,600	2,149	Equipnet / 3rd party
FAM004895	FAM002636	18PROD042 - Analytical & Precision Balances (PO 23748)	3,000	2,480	Equipnet / 3rd party
FAM004898	FAM002640	18MPST010 - Lab Freezer -20 (PO 22547)	4,800	3,968	Equipnet / 3rd party
FAM004906	FAM002673	LaserJet Enterprise Multi-Function Printer (PO 23835)	650	368	Equipnet / 3rd party
FAM004910	FAM002679	18MPST014 - Centrifuge (PO 23559)	4,600	3,803	Equipnet / 3rd party
FAM004911	FAM002680	18DQTM016 - XPR404S Balance (PO 23653)	4,800	3,968	Equipnet / 3rd party
FAM004914	FAM002683	18PROD043 - ML6002T Balance (PO 23748)	1,733	1,433	Equipnet / 3rd party
FAM004917	FAM002686	18DQTM017 - Gravity Convection Incubator (PO 23653)	1,200	992	Equipnet / 3rd party
FAM004919	FAM002688	18DPRO14 - Deli Fridge (PO 24223)	2,400	1,984	Equipnet / 3rd party
FAM004921	FAM002691	18DCMT009 - Infors Double Stack (PO 21891)	25,000	20,667	Equipnet / 3rd party
FAM004923	FAM002693	18DQTM029 - (3) Deli Fridges (PO 24434)	7,500	6,200	Equipnet / 3rd party
FAM004940	FAM002732	18MPST012 - Infors Multitron Pro (PO 23165)	46,000	38,027	Equipnet / 3rd party
FAM004950	FAM002743	18TAUT018 - BioShake 3000 elm (PO 24000)	1,100	909	Equipnet / 3rd party
FAM004952	FAM002745	Parts for Centrifuge #LE0085 (PO 24289)	300	248	Equipnet / 3rd party
FAM004954	FAM002747	18MPST015 - Innova Shaker Triple Stack (PO 24288)	31,000	25,627	Equipnet / 3rd party
FAM004955	FAM002748	18MPST015 - Innova Shaker Triple Stack #2 (PO 24288)	37,000	30,587	Equipnet / 3rd party
FAM004970	FAM002765	18TAUT022 - BioShake 3000 Elm (PO 24671)	1,200	992	Equipnet / 3rd party
FAM004971	FAM002766	18MPRD004 - Ultra-Low Freezer (PO 23779)	17,500	14,467	Equipnet / 3rd party
FAM004974	FAM002769	18PROD054 - GPC Parts & Installation (PO 24687)	39,000	32,240	Equipnet / 3rd party
FAM004987	FAM002786	18TAUT024 - Echo 550 Liquid Handler (PO 24949)	115,000	95,067	Equipnet / 3rd party
FAM004991	FAM002791	18MPMO005 - Masterflex Pump System (PO 25624)	1,400	1,157	Equipnet / 3rd party
FAM005007	FAM002854	Hand-E Gripper Kit (PO 25320)	2,600	2,149	Equipnet / 3rd party
FAM005010	FAM002858	18PROD046 - Heratherm Oven 180L (PO 23749)	1,800	1,488	Equipnet / 3rd party
FAM005019	FAM002910	18TAUT024 - Echo 550 Liquid Handler (PO 24949)	49,000	40,507	Equipnet / 3rd party
FAM005021	FAM002913	18DCAC012 - MS16001L Balance (PO 25419)	2,100	1,736	Equipnet / 3rd party
FAM005022	FAM002914	18DQTM041 - Incubator GP Shaker (PO 25202)	4,400	3,637	Equipnet / 3rd party
FAM005024	FAM002916	18DCAC011 - XS304 Analytical Balance (PO 25419)	3,400	2,811	Equipnet / 3rd party
FAM005025	FAM002918	18DCAC010 - Centrifuge Rotor 120v (PO 25419)	2,800	2,315	Equipnet / 3rd party
FAM005027	FAM002921	19GLAB001 - Whisper Cabinet (PO 26169)	2,100	1,736	Equipnet / 3rd party
FAM005029	FAM002924	19MPMO003 - ME104TE Analytical Balance (PO 26387)	1,300	1,075	Equipnet / 3rd party
FAM005030	FAM002925	19MPBR001 - T-23F-HC Reach In Freezer (PO 26447)	4,000	3,307	Equipnet / 3rd party
FAM005032	FAM002927	18DQTM030 - (-80) Freezer (PO 24436)	7,000	5,787	Equipnet / 3rd party
FAM005033	FAM002928	18DQTM030 - (-80) Freezer (PO 24436)	7,000	5,787	Equipnet / 3rd party
FAM005036	FAM002932	18DCAC009 - 30-PL ROTOR F/5430 (PO 25419)	900	744	Equipnet / 3rd party
FAM005054	FAM002953	19MNPI003 - Whisper Cabinets (PO 26775)	4,200	3,472	Equipnet / 3rd party
FAM005057	FAM002958	18DCAC013 - Lab Freezer -20 (PO 25419)	5,000	4,133	Equipnet / 3rd party
FAM005058	FAM002959	18GLAB008 - VWR Lab Freezer -20C (PO 24697)	8,000	6,613	Equipnet / 3rd party
FAM005062	FAM002963	19MPAC002 - Analytical Balance XS304 (PO 27521)	3,200	2,645	Equipnet / 3rd party
FAM005064	FAM002965	18MPHT001 - Reach-in Deli Fridge (PO 26444)	2,600	2,149	Equipnet / 3rd party
FAM005065	FAM002966	18MPHT001 -Reach-in Deli Fridge (PO 26129)	12,500	10,333	Equipnet / 3rd party
FAM005066	FAM002967	18DCAC014 - Chromatography Refridgerator (PO 25419)	6,500	5,373	Equipnet / 3rd party
FAM005070	FAM002971	18DQTM020 - Freezer -20C (PO 23756)	4,000	3,307	Equipnet / 3rd party
FAM005076	FAM002977	18DQTM032 - Lab Freezer -20c 2 of 3 (PO 24696)	3,800	3,141	Equipnet / 3rd party
FAM005078	FAM002979	18DQTM032 - Lab Freezer -20c 3 of 3 (PO 24696)	4,600	3,803	Equipnet / 3rd party
FAM005079	FAM002980	18DQTM032 - Lab Freezer -20c 1 of 3 (PO 24696)	3,800	3,141	Equipnet / 3rd party
FAM005081	FAM003007	19GLAB002 - Deli Fridge 2 of 2 (PO 26443)	2,600	2,149	Equipnet / 3rd party
FAM005082	FAM003008	19GLAB002 - Deli Fridge 1 of 2 (PO 26443)	2,600	2,149	Equipnet / 3rd party
FAM005083	FAM003009	19GLAB002 - Deli Fridge 3 of 3 (PO 26443)	2,500	2,067	Equipnet / 3rd party
FAM005099	FAM003027	19TAUT011 - Precise Flex 400 (PO 28193)	19,500	16,120	Equipnet / 3rd party
FAM005101	FAM003030	19MNPI013 - Precise Balance (PO 27376)	5,000	4,133	Equipnet / 3rd party
FAM005102	FAM003032	19TAUT002 - BioShake 3000 Elm (PO 26282)	5,250	4,340	Equipnet / 3rd party
FAM005104	FAM003034	19MNPI009 - Colony Picker (PO 27194)	85,000	70,267	Equipnet / 3rd party
FAM005105	FAM003035	19TAUT009 - Tecan Arm (PO 27769)	20,000	16,533	Equipnet / 3rd party
FAM005110	FAM003040	19TAUT001 - Tecan Freedom Evo 2000 (PO 25970)	105,000	86,800	Equipnet / 3rd party
FAM005114	FAM003044	19MNPI009 - Software for Colony Picker (PO 27194)	3,600	2,976	Equipnet / 3rd party
FAM005121	FAM003053	19TAUT013 - BioShake 3000 Elm (PO 28851)	1,200	992	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005152	FAM003098	18TAUT002 - Meca500 Robotic Arm for Track & Cart Module (PO 28652)	11,000	9,093	Equipnet / 3rd party
FAM005158	FAM003106	19MNPI021 - Spark Standard (PO 28867)	31,000	25,627	Equipnet / 3rd party
FAM005160	FAM003110	19DQTM009 - TSG CHR 45 PNT Slide Fridge (PO 27356)	3,200	2,645	Equipnet / 3rd party
FAM005173	FAM003158	18MPBR015 - TSX60086A Freezer 2 of 4 (PO 25342)	7,250	5,993	Equipnet / 3rd party
FAM005174	FAM003159	18MPBR015 - TSX60086A Freezer 1 of 4 (PO 25342)	7,250	5,993	Equipnet / 3rd party
FAM005175	FAM003160	18MPBR015 - TSX60086A Freezer 3 of 4 (PO 25342)	7,250	5,993	Equipnet / 3rd party
FAM005185	FAM003170	Veriti 96W Thermal Cycler 2 of 2 (PO 28708)	4,000	3,307	Equipnet / 3rd party
FAM005194	FAM003180	19MPFE001 - DASGIP System (PO 26025)	90,000	74,400	Equipnet / 3rd party
FAM005196	FAM003182	19MPBR005 - Innova 44R Shaker Stack 2 of 3 (PO 28934)	21,000	17,360	Equipnet / 3rd party
FAM005199	FAM003186	19MPBR005 - Innova 44R Shaker Stack 1 of 3 (PO 28934)	21,000	17,360	Equipnet / 3rd party
FAM005200	FAM003187	19MPBR005 - Innova 44R Shaker Stack 3 of 3 (PO 28934)	28,000	23,147	Equipnet / 3rd party
FAM005201	FAM003188	19MPFE008 - Innova 44i Shaker 2 of 2 (PO 28649)	39,000	32,240	Equipnet / 3rd party
FAM005215	FAM003237	19MNPI006 - ATR Triple Stack (PO 27186)	60,000	49,600	Equipnet / 3rd party
FAM005220	FAM003243	18PROD048 - DI Water system (PO 24026)	7,000	5,787	Equipnet / 3rd party
FAM005221	FAM003246	19TAUT011 - Deposit for Precise Flex (PO 28193)	18,500	15,293	Equipnet / 3rd party
FAM005224	FAM003249	19MPFE016 - Rotary Blade Tubing Cutter (PO 31335)	9,000	7,440	Equipnet / 3rd party
FAM005226	FAM003251	19DCFF001 - Cooled Incubator (PO 28195)	5,000	4,133	Equipnet / 3rd party
FAM005229	FAM003258	19MPBR009 - Gravity Convection Incubator 6 of 6 (PO 29272)	1,100	909	Equipnet / 3rd party
FAM005230	FAM003259	19MPBR009 - Gravity Convection Incubator 2 of 6 (PO 29272)	1,100	909	Equipnet / 3rd party
FAM005231	FAM003260	19MPBR009 - Gravity Convection Incubator 5 of 6 (PO 29272)	1,100	909	Equipnet / 3rd party
FAM005232	FAM003261	19MPBR009 - Gravity Convection Incubator 3 of 6 (PO 29272)	1,100	909	Equipnet / 3rd party
FAM005238	FAM003296	19MNPI032 - TSX50086A Freezer (PO 30368)	9,000	7,440	Equipnet / 3rd party
FAM005249	FAM003312	19PROD014 - ML503T Balance (PO 31343)	1,700	1,405	Equipnet / 3rd party
FAM005250	FAM003315	19MNPI041 - Rotary Magnetic Tumble Stirrer (PO 31053)	2,300	1,901	Equipnet / 3rd party
FAM005255	FAM003324	19MPFE001 - DASGIP System (PO 26025)	780,000	644,800	Equipnet / 3rd party
FAM005276	FAM003348	19MPBR003 - NU-540-600 Biosafety Cabinet (PO 28759)	13,000	10,747	Equipnet / 3rd party
FAM005298	FAM003375	18DCFF015 - Installation of QPix (PO 21370)	2,200	1,819	Equipnet / 3rd party
FAM005302	FAM003380	18PROD048 - Purelab DI Water System (PO 24026)	150	124	Equipnet / 3rd party
FAM005305	FAM003385	Gravity Convection Incubators (PO 29909)	11,000	9,093	Equipnet / 3rd party
FAM005308	FAM003388	19MPFE001 - Configurable DASGIP System (PO 26025)	290,000	239,733	Equipnet / 3rd party
FAM005312	FAM003394	19MPQI007 - Alpha II FTIR System (PO 41309)	17,500	14,467	Equipnet / 3rd party
FAM005318	FAM003401	19MNPI040 - Whisper Cabinet (PO 31046)	4,600	3,803	Equipnet / 3rd party
FAM005320	FAM003403	19PROD016 - MS304TS Analytical Balance (PO 40389)	2,600	2,149	Equipnet / 3rd party
FAM005321	FAM003404	19MNPI009 - Installation of Qpix (PO 27194)	5,250	4,340	Equipnet / 3rd party
FAM005322	FAM003405	19MPFE015 - Masterflex L/S Digital Drive, 600 rpm (PO 31264)	1,500	1,240	Equipnet / 3rd party
FAM005324	FAM003407	19MPFE014 - Masterflex L/S Digital Drive, 600 rpm (PO 31264)	1,700	1,405	Equipnet / 3rd party
FAM005329	FAM003435	19DCTE002 - V10 Humidifiers (PO 41030)	67,500	55,800	Equipnet / 3rd party
FAM005332	FAM003439	19MNPI044 - Multitron ATR Shaker (PO 31309)	54,167	44,778	Equipnet / 3rd party
FAM005337	FAM003444	19MNPI045 - Multitron ATR Shaker (PO 31309)	54,167	44,778	Equipnet / 3rd party
FAM005340	FAM003448	19TAUT089 - Bioshake D30 Elm (PO 44344)	3,400	2,811	Equipnet / 3rd party
FAM005344	FAM003452	19TAUT085 - (3) Thermal Cycler (PO 43077)	16,000	13,227	Equipnet / 3rd party
FAM005345	FAM003453	19DPRO003 - TSX505SARP (PO 42512)	1,800	1,488	Equipnet / 3rd party
FAM005348	FAM003456	19TAUT028 - Windows 10 Compatible Dongles for Evos (PO 42454)	75,000	62,000	Equipnet / 3rd party
FAM005349	FAM003458	19PROD025 - Xpert Enclosure (PO 41907)	4,000	3,307	Equipnet / 3rd party
FAM005381	FAM003504	19PROD018 - MS304TS Balance (PO 40703)	5,250	4,340	Equipnet / 3rd party
FAM005384	FAM003507	19MPQI009 - Multitron ATR Stack 3mm (PO 42278)	65,000	53,733	Equipnet / 3rd party
FAM005386	FAM003509	19MPFE018 - DASGIP MP8 Multi Peristaltic Pump (PO 40702)	40,000	33,067	Equipnet / 3rd party
FAM005387	FAM003510	19MPQI010 - Keyence Instant Measurement System (PO 43885)	46,000	38,027	Equipnet / 3rd party
FAM005406	FAM003563	19DQTM020 - Masterflex Pump (PO 42513)	400	331	Equipnet / 3rd party
FAM005410	FAM003567	19DCAC010 - Refrigerator 23CF FMS FRZ -20C 11 (PO 42964)	4,400	3,637	Equipnet / 3rd party
FAM005412	FAM003569	19DCAC009 - Refrigerator 23CF FMS REF +5C 115/60 (PO 42964)	3,200	2,645	Equipnet / 3rd party
FAM005415	FAM003572	19DCTE020 - Moister Analyzer (PO 44774)	12,000	9,920	Equipnet / 3rd party
FAM005417	FAM003574	19PROD030 - Total Exhaust Enclosure (PO 4398)	2,300	1,901	Equipnet / 3rd party
FAM005432	FAM003598	19MPST014 - Gravity Convenction Incubator (PO 42203)	550	455	Equipnet / 3rd party
FAM005441	FAM003608	19MPAC007 - Refrigerator TS 23CF FMS REF +5C 115/60 (PO 43221)	5,750	4,753	Equipnet / 3rd party
FAM005446	FAM003613	19PROD030 - Total Exhaust Enclosure (PO 43998)	2,300	1,901	Equipnet / 3rd party
FAM005455	FAM003623	19MNPI054 - Rotary Magnetic Tumble Stirrer (PO 46065)	3,200	2,645	Equipnet / 3rd party
FAM005461	FAM003630	19DCMT006 - Multitron Shaker (PO 44640)	41,000	33,893	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM005493	FAM003688	19MNPI053 - TSX Refrigerator (PO 43800)	2,600	2,149	Equipnet / 3rd party
FAM005504	FAM003701	19MPFE031 - DASGIP MP8 Multi Preistaltic Pump Module (PO 47100)	41,000	33,893	Equipnet / 3rd party
FAM005528	FAM003784	19DCMT005 - Gravity Convection Incubator (PO 44641)	1,300	1,075	Equipnet / 3rd party
FAM005548	FAM003809	19PROD018 - MS304TS Balance (PO 40703)	2,600	2,149	Equipnet / 3rd party
FAM005563	FAM003874	Agilent Certified Pre-owned 6230A Accurate Mass TOF LC/MS (PO 46816)	62,500	51,667	Equipnet / 3rd party
FAM005569	FAM003881	19MPST021 -Tecan Spark with Remote Display (PO 47224)	15,500	12,813	Equipnet / 3rd party
FAM005612	FAM004093	SMARTBLOCK 2.0 ML (PO 52003)	2,800	2,315	Equipnet / 3rd party
FAM005626	FAM004116	-20C TSX2320 FX Freezer (PO 51478)	4,800	3,968	Equipnet / 3rd party
FAM005638	FAM004144	MALS/Visco Detectors (PO 52837)	135,000	111,600	Equipnet / 3rd party
FAM005643	FAM004160	LabStak M20 (PO 52240)	13,500	11,160	Equipnet / 3rd party
FAM005645	FAM004162	MS304TS Analytical Balance (PO 54802)	3,200	2,645	Equipnet / 3rd party
FAM005653	FAM004174	ULT FZ TSX70086A 115V/60HZ (PO 54682)	13,500	11,160	Equipnet / 3rd party
FAM005656	FAM004177	SECcurity2 GPC Column oven TCC6500 (PO 55319)	4,600	3,803	Equipnet / 3rd party
FAM005667	FAM004189	Agilent 8890 GC System Custom (PO 55131)	115,000	95,067	Equipnet / 3rd party
FAM005669	FAM004192	Boston - DI Water System (PO 55318)	2,300	1,901	Equipnet / 3rd party
FAM005670	FAM004194	MS3002TS (55726)	3,800	3,141	Equipnet / 3rd party
FAM005672	FAM004196	MS304TS (PO 55726)	6,750	5,580	Equipnet / 3rd party
FAM005765	FAM004296	TS 23CF FMS REF +5C 115/60 (PO 55729)	4,400	3,637	Equipnet / 3rd party
FAM005779	FAM004314	Heidolph Rotary Evaporator Enclosures(PO 55493)	4,000	3,307	Equipnet / 3rd party
FAM005795	FAM004341	DASGIP MP8 Multi Peristatic Pump Module (PO 54102)	105,000	86,800	Equipnet / 3rd party
FAM005801	FAM004350	FACS Aria Fusion SORP with ACDU (PO 53473)	310,000	256,267	Equipnet / 3rd party
FAM005810	FAM004366	HEI-TORQUE PRECISION 400 (PO 57151)	5,167	4,271	Equipnet / 3rd party
FAM005811	FAM004368	Compact Mass Spectrometer (PO 57545)	77,500	64,067	Equipnet / 3rd party
FAM005849	FAM004436	IntelliXCap 96 Cap Driver Cartridge (PO 53671)	3,800	3,141	Equipnet / 3rd party
FAM005852	FAM004440	OHAUS Explorer Series Precision Balances (PO 58659)	2,600	2,149	Equipnet / 3rd party
FAM005854	FAM004442	Boston - DI Water System (PO 55318)	550	455	Equipnet / 3rd party
FAM005872	FAM004463	Ohaus Pioneer PX Balance (PO 60088)	3,800	3,141	Equipnet / 3rd party
FAM005883	FAM004498	MS-TS Analytical Balances, Capacity: 320g (PO 60989)	7,250	5,993	Equipnet / 3rd party
FAM005904	FAM004530	Tissue Culture Chamber: Model CU-36L5 (PO 58126)	20,000	16,533	Equipnet / 3rd party
FAM005912	FAM004538	Rotovap Enclosure: 38" Total Exhaust Enclosure (PO 60995)	2,800	2,315	Equipnet / 3rd party
FAM005919	FAM004551	DSC 250 Autosampler (PO 60997)	13,500	11,160	Equipnet / 3rd party
FAM005925	FAM004602	Thermo Scientific™ TSHP Series FMS High-Performance Lab Refrigerators (PO 59080)	4,600	3,803	Equipnet / 3rd party
FAM005938	FAM004627	Linear stage,0750 mm travel, built-in controller, linearencoder with Accessory kit (PO 61729)	4,000	3,307	Equipnet / 3rd party
FAM005944	FAM004640	38" Ductless Chemical Workstation with AirSafe controller with three horizontal sliding doors. (PO 59375)	8,750	7,233	Equipnet / 3rd party
FAM005988	FAM004761	AKTA autosampler (PO 61395)	13,500	11,160	Equipnet / 3rd party
FAM005996	FAM004774	Thermo Scientific TSHP Series FMS High-Performance Lab Refrigerators (PO 60989)	4,800	3,968	Equipnet / 3rd party
FAM005997	FAM004775	ROTOR LYNX F9-6X1000 LEX EA (PO 60989)	11,000	9,093	Equipnet / 3rd party
FAM005998	FAM004776	LYNX 6000 200-240V 50/60 HZ EA (PO 60989)	21,000	17,360	Equipnet / 3rd party
FAM006000	FAM004780	30L JACKETED CYLINDRICAL REACT (PO 60998)	6,000	4,960	Equipnet / 3rd party
FAM006006	FAM004787	TSG CHR 45 PNT SLIDE 115V/60HZ (PO 62724)	4,400	3,637	Equipnet / 3rd party
FAM006008	FAM004789	TSX FRZ MANUAL 30CF 120V/60HZ (PO 60989)	5,750	4,753	Equipnet / 3rd party
FAM006016	FAM004816	HR 30 Discovery Hybrid Rheometer (PO 60496)	120,000	99,200	Equipnet / 3rd party
FAM006021	FAM004821	LC/QQQ mass spec 6470 (LC & MS module including software (PO 61110)	220,000	181,867	Equipnet / 3rd party
FAM006028	FAM004831	Aruba 6100 48G LAN Switches (PO 62610)	15,719	12,994	Equipnet / 3rd party
FAM006036	FAM004841	Heidolph Rotary Evaporator (PO 59754)	19,000	15,707	Equipnet / 3rd party
FAM006037	FAM004842	VERITI 96W THERMAL CYCLER (PO 63542)	5,750	4,753	Equipnet / 3rd party
FAM006039	FAM004847	Ref PO 59754: Billed with incorrect tax rate, to be cleared with credit memo 4241239, rebilled on invoice 4241250 (PO 59754)	15,000	12,400	Equipnet / 3rd party
FAM006040	FAM004848	Ref PO 59754: Invoiced with incorrect tax rate, to be cleared with CM 4241239 (PO 59754)	4,400	3,637	Equipnet / 3rd party
FAM006050	FAM004869	VHX-7000 Digital Microscope Package (PO 62561)	75,000	62,000	Equipnet / 3rd party
FAM006055	FAM004943	ULT FZ TSX50086A 115V/60HZ (PO 63564)	13,000	10,747	Equipnet / 3rd party
FAM006071	FAM004989	Aruba 6100 48G LAN Switches (PO 62610)	16,770	13,863	Equipnet / 3rd party
FAM006086	FAM005019	FRZR 4CF FLAM UNDER RH SOLID (PO 62972)	1,100	909	Equipnet / 3rd party
FAM006089	FAM005022	Anaerobic Chamber & Parts (PO 57603)	34,000	28,107	Equipnet / 3rd party
FAM006097	FAM005044	Alpha300R Confocal Raman Microscope (PO 57840)	235,000	194,267	Equipnet / 3rd party
FAM006101	FAM005049	TS SERIES 23CF FMS FRZ -20C 11 (PO 59514)	4,600	3,803	Equipnet / 3rd party
FAM006108	FAM005061	ASSY, MOTOR, 250MM, AL RAILS, G4E, ML (PO 62835)	84,000	69,440	Equipnet / 3rd party
FAM006124	FAM005086	TundraStore D - Deposit (PO 62822)	216,092	178,636	Equipnet / 3rd party
FAM006169	FAM005167	BYK Gardner spectro-guide sphere gloss (PO 70563)	7,750	6,407	Equipnet / 3rd party

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ID	ZY ID	Name	Asset Original Cost	Current Net Book Value	Location
FAM006173	FAM005177	JA-10 fixed angle rotor (PO 70735)	11,000	9,093	Equipnet / 3rd party
FAM006176	FAM005190	Permatran-W 3/34, G (PO 70038)	72,500	59,933	Equipnet / 3rd party
FAM006177	FAM005194	Aginnovation Rotary - 4 Lab Treater (PO 70893)	4,400	3,637	Equipnet / 3rd party
FAM006181	FAM005199	5703 Hollis St. Fire Alarm Panel Upgrade (PO 71188)	1,400	276	Equipnet / 3rd party
FAM006222	FAM008188	SR122034T_7001 (PO 71857)	81,454	73,308	Equipnet / 3rd party
FAM006234	FAM008213	19MPAC011 - 1290 Infinity II Multisampler (PO 44864)	30,000	24,800	Equipnet / 3rd party
FAM006312	FAM000919	LED01 (LE0103) Plate desealer refurbished xPeel(accrual, rcls to Ops per revised PO)	-	-	Equipnet / 3rd party
FAM006315	FAM001020	LE234 (Invoice dated 5/27/16) Printer Mach4600B	-	-	Equipnet / 3rd party
FAM006336	FAM001661	LE375 PO 10031 - Initial Casters for Tecan 14	-	-	Equipnet / 3rd party
FAM006340	FAM001665	LE367 PO 10086 - (1) PC Mount for Tecan 14	-	-	Equipnet / 3rd party
FAM006347	FAM001783	Auto47 Shipping & Handling for Printer (PO 10918)	-	-	Equipnet / 3rd party
FAM006360	FAM002706	18PROD048 - Parts for DI Water System (PO 24026)	-	-	Equipnet / 3rd party
FAM006389	FAM004084	Nano Purification 88-CFM Air Dryer (PO 52020)	5,431	5,431	Equipnet / 3rd party
FAM006397	FAM004306	Cognex VisionPro ViDi Deep Learning Starter Kit & License (PO 55042)	31,156	31,156	Equipnet / 3rd party
FAM006398	FAM004315	Cognex Advantage 102C Developer's Kit (PO 55042)	2,123	2,123	Equipnet / 3rd party
FAM006418	FAM004846	Ref PO 59754: Invoiced with incorrect tax rate, to be cleared with CM 4241239 (PO 59754)	-	-	Equipnet / 3rd party
FAM006432	FAM005085	30 Liter Jacketed Process Reactor System, Electric Motor, No Drain Valve on Reaction Vessel (PO 61001))	47,056	47,056	Equipnet / 3rd party
FAM006435	FAM005152	Meca-500 R3 System (PO 69355)	34,804	34,804	Equipnet / 3rd party
FAM006436	FAM005157	Potentiostat (PO 69855)	7,500	7,500	Equipnet / 3rd party
FAM006440	FAM005189	EXHAUST TUBING KIT (EACH) (PO 71127)	625	625	Equipnet / 3rd party
FAM006443	FAM005196	SHELF FOR FURNACE (PO 71127)	65	65	Equipnet / 3rd party
FAM006444	FAM005201	Monowave 400 (PO 70755)	22,570	22,570	Equipnet / 3rd party
FAM006446	FAM005242	Total-Cure High Intensity UV Exposure Lab Chamber with Timer and Adjustable Shelf (CureUV PO 70409)	7,778	7,778	Equipnet / 3rd party
FAM006460	FAM005263	Tall incubator	300	213	Equipnet / 3rd party
FAM006462	FAM005266	Epoch Plate Reader	550	312	Equipnet / 3rd party
FAM006469	FAM005279	Bioanalyzer	250	142	Equipnet / 3rd party
FAM006505	FAM004878	CHROMOTOGRAPHY REFRIGERATOR	-	-	Equipnet / 3rd party
FAM006507	FAM004907	TROBOT 384 THERMOCYCLER	-	-	Equipnet / 3rd party
FAM006508	FAM004908	TROBOT 384 THERMOCYCLER	-	-	Equipnet / 3rd party
FAM006509	FAM004909	TROBOT 384 THERMOCYCLER	-	-	Equipnet / 3rd party
FAM006510	FAM004910	TROBOT 384 THERMOCYCLER	-	-	Equipnet / 3rd party
FAM006562	FAM008169	ATMOSPHERE CONTROL ASHING FURN (PO 71127)	6,763	6,763	Equipnet / 3rd party
FAM006566	FAM002694	18PROD037 - Rotovap (PO 23716)	10,667	8,818	Equipnet / 3rd party
FAM006567	FAM002694	18PROD037 - Rotovap (PO 23716)	10,667	8,818	Equipnet / 3rd party
FAM006568	FAM001036	LE256 Eppendorf North America, Inc.,PO 5288- 50% down payment deposit. (1) Configurable DASGIP System.	65,000	53,733	Equipnet / 3rd party
FAM006569	FAM001037	LE257 Eppendorf North America, Inc.,PO 5288 (1) Configurable DASGIP System - Balance Due	65,000	53,733	Equipnet / 3rd party
FAM006570	FAM001038	LE258 Eppendorf North America, Inc.,PO 5288 Transportation and Insurance for Configurable DASGIP System	750	620	Equipnet / 3rd party
FAM006571	FAM001050	LE269 PO 5288 - Installation and Commissioning for16 DASGIP vessel system	1,800	1,488	Equipnet / 3rd party
FAM006572	FAM002634	18DQTM006 - Nanodrop (PO 23395)	4,500	3,720	Equipnet / 3rd party
FAM006581	FAM004769	E15 Assembled Frame (PO 57298)	20,000	16,533	Equipnet / 3rd party
FAM006582	FAM004769	E15 Assembled Frame (PO 57298)	20,000	16,533	Equipnet / 3rd party

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Product Inventory

Ginkgo Bioworks, Inc.
Ginkgo Bioworks Holdings, Inc. : Ginkgo Bioworks, Inc. : Ginkgo International Holdings, Inc. : Zymergen Consolidated : Zymergen, Inc.
ZYM | Stock Ledger- RP
January 1, 2017 - October 10, 2023

Asset Account: Name (GL-style)	Inventory Location: Name	Item	Item: Display Name	Ending Inv Qty On-hand	Ending Inv On-hand Value	Stock Unit: Units	Purchase Unit: Units
1250 - Inventory Asset - Finished Goods	EMY B1440-Stanford S&R	PY-01-001-00003-B	60 GSM Coated Paper, R&D	868.31	1,028.30	M^2	M^2
1250 - Inventory Asset - Finished Goods	EMY B1440-Stanford S&R	PY-01-002-00003-B	60 GSM Coated Unsized Paper, BSCT, Papyrus R&D	56.72815	0.02	M^2	M^2
1250 - Inventory Asset - Finished Goods	EMY B1440-Stanford S&R	W-Z7-APE-DOT-01-A	Z7 R&D APEA, Zymergen	46.5	51.61	kg	kg
1250 - Inventory Asset - Finished Goods	WH-CH-Planzar	W-Z7-APE-DOT-01-A	Z7 R&D APEA, Zymergen	1302.75	1,446.05	kg	kg
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J015-03	Parent Roll w/o UV, Okura, Z2, 15um, Rev 3	2515.932	186,086.88	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J025-02	Parent Roll w/o UV, Okura, Z2, 25um, Rev 2	2498.165	238,726.93	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J050-02	Parent Roll w/o UV, Okura, Z2, 50um, Rev 2	370.3	71,375.24	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J115-02	Parent Roll w UV, Okura, Z2, 15um, Rev 2	2369	174,683.28	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J115-03	Parent Roll w UV, Okura, Z2, 15um, Rev 3	10526.2	776,171.85	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J135-02	Parent Roll w UV, Okura, Z2, 35um, Rev 2	1958.45	354,619.44	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	W-Z2-PAR-J150-02	Parent Roll w UV, Okura, Z2, 50um, Rev 2	445.048	85,393.24	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-02 Start and End Samples	ZT-02 Start and End Samples	2.159	159.25	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020D-15-S1-0210	Hyaline ZT-0200-15 Film, w/o UV,15um thick, 210 mm wide	16.8	1,399.16	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020D-25-S1-0210	Hyaline ZT-0200-25 Film, 25um thick, 210 mm wide	5.88	616.70	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020E-15-S1-0210	Hyaline ZT-0200-15 Film, w/o UV,15um thick, 210 mm wide	8.4	657.18	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020E-25-S1-0210	Hyaline ZT-0200-25 Film, w/o UV,25um thick, 210 mm wide	5.88	587.03	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020P-15-S1-0210	Hyaline ZT-0200-15 Film, w/o UV, 15um thick, 210 mm wide	23.52	1,958.83	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020P-15-S2-1170	Hyaline ZT-0200-15 Film, w/o UV,15um thick, 1170 mm wide	35.1	2,923.25	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020P-25-S1-0210	Hyaline ZT-0200-25 Film, w/o UV,25um thick, 210 mm wide	23.52	2,466.79	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020P-35-S2-1080	Hyaline ZT-0200-35 Film, w/o UV, 35um thick, 1080 mm wide	32.4	6,197.16	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-020P-50-S1-0210	Hyaline ZT-0200-50 Film, w/o UV,50um thick, 210 mm wide	12.6	2,546.09	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021D-50-S1-0210	Hyaline ZT-0201-50 Film, UV, 50um thick, 210 mm wide	6.3	1,279.86	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021E-15-U1-0210	Hyaline ZT-0201-15 Film, UV, 15um thick, UL, 210mm wide	25.2	1,965.85	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021E-25-U2-1100	Hyaline ZT-0201-25 Film, UV, 25um thick, UL, 1100mm wide	1199	119,287.62	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021H-15-S1-0210	Hyaline ZT-0201-15 Film, UV, 15um thick, 210 mm wide	4.2	359.85	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021H-15-S2-1270	Hyaline ZT-0201-15 Film, UV, 15um thick, 1270mm wide	38.1	3,273.16	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021H-15-U2-1270	Hyaline ZT-0201-15 Film, UV, 15um thick, UL, 1270mm wide	52.07	4,461.53	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021J-15-U2-1270	Hyaline ZT-0201-15 Film, UV, 15um thick, UL, 1270mm wide	29.21	2,502.82	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021K-50-S1-0800	Hyaline ZT-0201-50 Film, UV, 50um thick, 800 mm wide	80	16,251.33	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021P-15-S2-0210	Hyaline ZT-0201-15 Film, UV, 15um thick, 210 mm wide	22.47	1,704.28	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021P-15-S2-1170	Hyaline ZT-0201-15 Film, UV, 15um thick, 1170mm wid	134.55	11,205.72	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021Q-15-S2-1270	Hyaline ZT-0201-15 Film, UV, 15um thick, 1270 mm wide	250.19	21,269.60	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021T-15-S2-0950	Hyaline ZT-0201-15 Film, UV, 15um thick, 950mm wide	28.5	2,284.92	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-JP-Izumisano	ZT-021U-15-S2-0950	Hyaline ZT-0201-15 Film, UV, 15um thick, 950mm wide	28.5	2,327.78	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-B01-PAL-001	50 Liter Bags, Pall, Each	30	4,655.70	EA	EA
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-B02-PAL-001	5 Liter Bags, Pall, Each	23	2,063.56	EA	EA
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-B03-PAL-001	30 Liter Bags, Pall, Each	7	863.59	EA	EA
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-CLS-AHL-001	Paper Cellustraw, Ahlstrom-Munksjo, 17.75 in, 120 gsm, 74# Bleached	25749.9	19,569.91	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-CLS-AHL-002	Paper Cellustraw, Mother Reel 60GSM, Ahlstrom Munksjo, 800MM, Reel Straw Paper, FSC Mix	5530.07	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-DAB-ANQ-172	DAB, Anqore, 172 kg drum	4644	181,301.76	kg	172 kg drum
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-FDA-CTH-001	6FDA, Chinatech, 1 kg	135	64,665.00	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-FDA-DAI-010	6-FDA, Daikin, 10 kg drum	100	44,782.00	kg	10 kg drum
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-FDA-DAI-070	6-FDA, Daikin, 70 kg drum	4130	1,849,496.60	kg	70 kg drum
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-FEG-BOC-025	Ferrous Gluconate, BOC, 25 kg	50	1,300.00	kg	25 kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-ISO-FIS-200	Isoquinoline, Fisher, 200 kg drum	5400	178,200.00	kg	200 kg drum
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-MCR-FIS-200	M-Cresol, Fisher, 200 kg	6400	99,904.00	kg	200 kg drum
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-MCR-LAN-220	M-Cresol, Lanxess, 220 kg drum	152460	1,494,108.00	kg	220 kg drum
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-RSP-CVG-001	Child Reel 60GSM Crown Van Gelder 400MM; Reel Straw Paper	984.27	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-RSP-CVG-002	Child Reel 75GSM Crown Van Gelder 400MM; Reel Straw Paper	11277.26	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-RSP-CVG-003	Raw 70Z CVG paper, untreated	34250	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-RSP-CVG-004	Raw 75V CVG paper, untreated	39648	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-RSP-CVG-005	Raw 75V CVG paper, untreated, wider	12599	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-RSP-CVG-006	Raw 60FF CVG paper, untreated	26597	-	M^2	M^2
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-SP20-FSH-001	Span 20, Thermo Fisher Scientific, 1kg	4	-	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-SP20-SPC-004	Span 20, Spectrum, 4 Liters	4	288.00	L	4 Liter
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-SP20-SPC-500	Span 20, Spectrum, 500 mL	1500	336.00	ml	500 ml

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Asset Account: Name (GL-style)	Inventory Location: Name	Item	Item: Display Name	Ending Inv Qty On-hand	Ending Inv On-hand Value	Stock Unit: Units	Purchase Unit: Units
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-SP80-SPC-004	Span 80, Spectrum, 4 Liters	4	297.00	L	4 Liter
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-TW20-SPC-004	Tween 20, Spectrum, 4 Liters	4	330.00	L	4 Liter
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-TW80-SPC-004	Tween 80, Spectrum, 4 Liters	4	353.00	L	4 Liter
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	P-XAN-ADM-025	Xanthan Gum, ADM NovaXan, 25 kg	25	358.00	kg	25 kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	TR-04-001-00001-B	PI Powder - R&D Sample	154	114,481.72	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	TR-04-001-00002-B	PI Powder - R&D Sample	830	617,011.88	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	TR-04-003-00001-B	Konica Polymer, Elcan, Sieved/Metal Separated - Sifted Overs	7.72	5,841.88	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	W-3DP-05-001-00001-B	PI Powder - R&D Sample	3456.134	3,976,357.84	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	W-GU-POL-DAN-01-B	3DP R&D Polymer, DanChem, Z2 Re-class	493.18	366,624.00	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield NJ	W-Z7-APE-DOT-01-A	Z7 R&D APEA, Zymergen	139.3	154.62	kg	kg
1250 - Inventory Asset - Finished Goods	WH-US-Woodfield Ohio	W-Z2-POL-DAN-01-B	Z2 R&D Polymer, Danchem	653.18	485,566.05	kg	kg

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Computer Equipment

Laptops, related peripherals and office equipment for the following Zymergen employees:

	Laptop identifier	
	Ginkgo number	**Zymergen number**
Catherine Norbeck	11089	12579
Lou Mendoza		11621
Coral-Lynn Davila		13207
Celest Ferber	11092	13200
John Schiffhauer	011088	12652
Christian Fenton	008863	
Claire Smith	006436	
Amanda Treleaven	11085	12920

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Excluded Assets

1. All cash and cash equivalents, including restricted cash.

2. All payments owed by the Purchaser or any of its Affiliates to the Sellers, whether billed or unbilled at the time of the Closing, under the Employee Leasing Agreement, Use and Occupancy Agreement for the Stanford Lease, Intercompany IP license agreement and any other agreement or arrangements between the Sellers and the Purchaser or its Affiliates, including on account of restricted stock unit taxes for which the Sellers are entitled to reimbursement.

3. EquipNet receivable associated with Phase 1 and Phase 2 Excluded Assets.

4. EquipNet Phase 3 excess equipment located at EquipNet premises as of the date hereof and all proceeds if not collected at time of Closing.

5. Any and all rights, whether billed or unbilled, for reimbursement or contribution under existing insurance policies of the Sellers, provided that any such rights for reimbursement or contribution that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset.

6. Any rights accruing under this Agreement and the Ancillary Agreements.

7. All books and records that (i) constitute privileged communications between the Sellers and Sellers' counsel or other professional advisors and (ii) relate solely and exclusively to Excluded Assets, other than pursuant to any common interest agreement to be entered into by the Parties.

8. All Contracts other than Assigned Contracts, if any.

9. Deposits held by the Sellers in connection with any Contracts that are not Assigned Contracts.

10. All Seller Plans.

11. Amounts invoiced that are outstanding as receivables as of the Original Signing Date owed to Sellers under any agreements and arrangements of the Sellers (including the agreement by and between Lodo Therapeutics Corporation on the one hand and Genentech, Inc. and F. Hoffman-La Roche Ltd. on the other, dated as of April 20, 2018).

12. Approximately $800,000 due under the contract between Zymergen Inc. and Archer-Daniels-Midland Company for the bonus that was recognized as revenue in December 2020.

13. The insurance policies described on Schedule 1.2(a)(i) and claims or causes of action against any current or former insurers of the Sellers or any insurance policies of

the Sellers or rights to proceeds thereunder (which shall not be limited in any respect by the transfer and release set forth in paragraph 7 of the Sale Order); provided that any rights of Purchaser or its Affiliates to coverage under a policy listed on Schedule 1.2(a)(i) (excluding the insurance policies described in the rows opposite "Directors & Officers Liability Run Off Policy") that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset, except to the extent insurance proceeds under such insurance policies are payable in respect of claims against the Sellers and not on the Acquired Assets. For the avoidance of doubt, nothing in this paragraph shall prevent the Purchaser from pursuing any such claims or retaining any such proceeds to which the Purchaser would be otherwise be entitled as a named insured, an additional named insured or otherwise. For the avoidance of doubt, any director and officer liability insurance policies of Sellers in effect prior to October 19, 2022 are Excluded Assets.

14. Claims or causes of action against directors and officers of the Sellers who served prior to October 19, 2022. including Josh Hoffman, Enakshi Singh, Steven Chu, Jay T. Flatley, Christine M. Gorjanc, Travis Murdoch, Matthew A. Ocko, Sandra E Peterson, Zach Serber, and Rohit Sharma.

15. Claims or causes of actions described in Section 1.1(g) arising out of or relating to intentional fraud of Purchaser Released Parties occurring on or after the Petition Date.

16. The Nitrogen Fixation Assets

17. All consumable supplies and inventories of every kind owned by Sellers as of the Closing Date that are expired as of the Closing Date, except for such expired consumables as mutually agreed by the parties.

18. Materials related to Triumvirate Environmental, Zymergen Purchase Order 6028107 that are in the process of being disposed.

19. All leasehold improvements of the Sellers that are located at any location other than 1440 Stanford Street, Emeryville, CA 94608.

20. Equipment owned or possessed by the Sellers that is located at 5959 Horton Way, Emeryville, CA 94608 and 200 Boston Avenue, Medford, MA 02155.

Schedule 1.2(a)(i)

[*See Attached*]

Zymergen's Coverage							
Coverage Type	Coverage Period	Carrier Name	Policy number	Coverage	Premium	Premium payable	Due date
Directors & Officers Liability Run Off Policy $55 Million Total Limits [$35M ABC + $20M Side A DIC]	10/19/2022 - 10/19/2028	Chubb	8261-8398	$5M	$1,530,000.00	$0.00	n/a
		Beazley	V33B29220101	$5M xs $5M	$1,300,500.00	$0.00	n/a
		XL Specialty Insurance Company	ELU174487-21	$5M xs $10M	$1,083,150.00	$0.00	n/a
		AIG	01-207-34-29	$5M xs $15M	$866,520.00	$0.00	n/a
		AXIS Insurance Company	P-001-001035598-01	$5M xs $20M	$693,216.00	$0.00	n/a
		Vantage Risk Specialty Insurance Company	P03ML0000017190	$5M xs $25M	$464,622.00	$0.00	n/a
		Gotham Insurance Compnay / Prosight	EX202200002247(ER)	$5M xs $30M	$283,500.00	$0.00	n/a
		Hudson Insurance Company	HN-0303-7381	$5M xs $35M	$312,000.00	$0.00	n/a
		Old Republic Insurance Company	ORPRO 12 102814	$5M xs $40M	$202,500.00	$0.00	n/a
		Berkley Insurance Company	BPRO8078496	$5M xs $45M	$135,000.00	$0.00	n/a
		Markel American Insurance Company	MKLM6EL0008988	$5M xs $50M	$94,500.00	$0.00	n/a
				Taxes & fees	$24,313.97	$0.00	n/a
Employment Practices Liability Run-ff policy $3M Total Limits	10/19/2022 -10/19/2025	Nationwide	PHF2108934	$3M	$149,969.00	$0.00	n/a
Fiduciary Liability Run off policy $1M Total Limits	10/19/2022 - 10/19/2028	Axis Insurance Company	P-001-000679730-01	$1M	$9,404.00	$0.00	n/a
Zymergen's Coverage							
E&O $3M Primary Limit	9/22/2022-9/22/2023	Lloyds Underwriters	B0146 HCUSA2200277	Errors & Omissions R&D E&O - Primary	$105,775 ($109,212.69 including taxes)	$0.00	n/a
E&O Clinical trials coverage	9/22/2022-9/22/2025	Lloyds Underwriters	BSJ0532660596	E&O Clinical Trials ($3M limit)	$136,000 (including admin fee)	$0.00	n/a
Cyber Run-off $2M Total Limits	11/22/2022-11/22/2024	Coalition / Arch Specialty Insurance Company	C-4LQ2-218564-CYBER-2021	Cyber Security Run-off policy	$17,113.68	$0.00	n/a
Pollution	3/12/2021-3/12/2024	Chubb Group	G72514233 001	Premises pollution $4M aggregate	$44,431.00	$0.00	n/a
Zymergen Sureity							
ERISA Bond	10/13/2022-10/13/2023	The Hartford	57BDDGV6986	Commercial crime	$201.00 (2022-2023)	$500 estimate	45212

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Schedule 5.5(a)

[Omitted]