

**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 & 285

**ORDER (I) AUTHORIZING THE SALE TO PIVOT BIO, INC., OF CERTAIN OF THE
DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS,
INTERESTS AND ENCUMBRANCES, (II) APPROVING THE ASSET
PURCHASE AGREEMENT AND (III) GRANTING RELATED RELIEF**

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 Pivot Bio, Inc. (together with its permitted designees, successors and permitted assigns in accordance with the APA, the “**Purchaser**”), dated December 19, 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, certain 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

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. For purposes of this Order, the APA shall be deemed to include the Bill of Sale, the Assignment Agreement and the Cross-License attached as Exhibits A and B to the APA.

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 "**Pivot 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 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,³ 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; and (iii) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding**

³ For purposes of this Order, "Liability" shall mean 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.

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 Pivot 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; 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.

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 Pivot

Transactions or this Order is required. The disclosures made by the Debtors concerning the APA, the Auction, the Pivot Transactions, this Order and the Sale Hearing were good, complete and adequate.

Highest and Best Offer

F. 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.

G. 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 Pivot 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.

H. Approval of the Motion and the APA and the consummation of the Pivot 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 Pivot Transactions and the performance of its obligations under the APA.

I. The consummation of the Pivot 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.

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

Good Faith of Purchaser

K. The APA and the Pivot 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.

L. 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.

M. 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

N. The consideration provided by Purchaser pursuant to the APA for the Pivot 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.

O. There has been no showing that any of the Debtors or Purchaser (i) has entered into the APA or proposes to consummate the Pivot 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 Pivot 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.

P. By virtue of the consummation of the Pivot Transactions contemplated by the APA, (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 any of the Purchaser Group and the Debtors, there is not substantial continuity between any of the Purchaser Group and the Debtors, there is no common identity between any of the Purchaser Group and the Debtors, there is no continuity of enterprise between and any of the Purchaser Group and the Debtors, none of the Purchaser Group is a mere continuation of the Debtors or their estates, and none of the Purchaser Group constitutes a successor to the Debtors or their estates, (ii) none of the Purchaser Group is holding itself out to the public as a continuation of the Debtors or their estates, and (iii) the Pivot Transactions do not amount to a consolidation,

merger or *de facto* merger of any of the Purchaser Group and the Debtors and/or the Debtors' estate.

Validity of Transfer

Q. 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 Pivot 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 Pivot Transactions and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Pivot Transactions, and no further consents or approvals are required for the Debtors to consummate the Pivot Transactions contemplated by the APA, except as otherwise set forth therein.

R. 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.

S. The consummation of the Sale and the other Pivot 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), and 363(n) of the Bankruptcy Code.

T. 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

U. Entry into the APA and consummation of the Pivot 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 Pivot 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 Pivot 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.

V. 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 Pivot 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 Pivot 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.

W. 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.

X. 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.

Compelling Circumstances for an Immediate Sale

Y. 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 Pivot 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.

Z. The Pivot 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

AA. Entry into the Pivot 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 Pivot 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.

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 Pivot 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 take any and all actions necessary or appropriate to perform, consummate, implement and fully close the Pivot Transactions in accordance with the terms and conditions set forth in the APA and this Order.

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 Pivot 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 Pivot 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 Pivot 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, 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 Pivot 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 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, (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 Pivot 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 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 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, 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 Pivot 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. The Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Pivot Transactions, the transfer, operation or use of the Acquired Assets to (i) be a legal successor, or otherwise be deemed a successor to the Debtors; (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, 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. Further, none of the Purchaser Group shall have any 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 Pivot 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 Pivot Transactions, 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 Pivot 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.

Other Provisions

28. Upon, and subject to the occurrence of, the Closing under the APA, (a) the SRDCA shall be deemed terminated, without further notice or other acts, under Section 11.6 of the SRDCA by the mutual agreement of the parties thereto, and (b) Purchaser and the Debtors shall be deemed to have released each other, and each of their respective officers, directors, employees, agents and representatives, from any and all Claims, Liabilities, causes of action, fees, cost, expenses or other obligations (including any obligation of Purchaser to pay any Value Share Fees, or any obligation of Purchaser to complete the Approved Strain Evaluation under the License Preservation Option, as such terms are defined under the SRDCA) whether known or unknown arising from or related to the SRDCA. Notwithstanding the foregoing, the obligations of confidentiality and limited use set forth in Section 10 (*Confidential Information*) of the SRDCA shall survive termination and shall remain enforceable according to the terms and conditions of the SRDCA. For the avoidance of doubt, any defined term used in the APA that is adopted from the SRDCA shall retain the meaning set forth in the SRDCA.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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, 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 Pivot 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 to Purchaser. This Court retains jurisdiction to adjudicate disputes between Purchaser and holders of claims related to the Assumed Liabilities regarding the Assumed Liabilities.

37. 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 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.

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

39. 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.

40. 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.

41. 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.

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

Dated: December 21st, 2023
Wilmington, Delaware

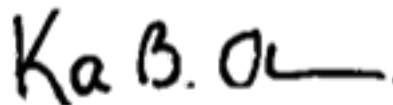

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is entered into as of December 21, 2023 (“**Effective Date**”), by and between:

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 a debtor and debtor in possession, and each individually a “**Seller**” and collectively the “**Sellers**”); and

Pivot Bio, Inc., a Delaware corporation (“**Purchaser**”).

The signatories to this Agreement may be referred to individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

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 desires to purchase, acquire and accept from Sellers the Acquired Assets, and the Sellers desire to sell, convey, assign, transfer and deliver to the Purchaser, all of the Acquired Assets, 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;

WHEREAS, Sellers and Purchaser are entering into this agreement based upon arms-length negotiations conducted 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 contemplated hereunder are subject to, among other things, the entry of the Sale Order under, *inter alia*, Section 363 of the Bankruptcy Code; and

WHEREAS, the Parties desire to consummate the transactions contemplated hereunder as promptly as practicable after the Bankruptcy Court enters the Sale Order.

NOW THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Purchaser and Sellers hereby agree as follows:

AGREEMENT

1. Acquisition of Acquired Assets. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for Sellers' receipt of the Purchase Price as set forth in Section 3 below, and subject to approval of the Bankruptcy Court, pursuant to Sections 105 and 363 of the Bankruptcy Code, the Sellers shall, on the Closing Date, sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, receive, acquire and accept from Sellers, all of Sellers' right, title and interest in and to the Acquired Assets, free and clear of all Encumbrances of any and every kind, nature and description, as the same shall exist on the Closing Date. On the Closing Date, Sellers and Purchaser shall execute and deliver to each other (a) a Bill of Sale, and (b) an Assignment Agreement, substantially in the forms attached hereto in Sections I and II of Exhibit A, respectively, and Purchaser shall have received the Cross-License executed by the Third Party IP Purchaser(s) and acceptable to Purchaser in its sole discretion, and Sellers shall have delivered to Purchaser the Inventor Assignments.

2. Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets shall not include any of the Excluded Assets and the Excluded Assets shall not be transferred to Purchaser, but shall be retained by Sellers.

3. Consideration; and Withholding.

(a) Consideration. The consideration for the sale, transfer, and conveyance of the Acquired Assets to Purchaser by Sellers shall be as follows:

(i) Purchaser agrees to pay at Closing the amount of US\$2,300,000.00 (the "**Purchase Price**") for all of the Acquired Assets; and

(ii) The assumption of the Assumed Liabilities by Purchaser.

(b) Good Faith Deposit. The Purchaser shall be entitled to withhold from the Purchase Price the amount of the Good Faith Deposit made by Purchaser on December 5, 2023 and supplemented on December 15, 2023.

(c) Withholding. The Purchaser shall be entitled to withhold from any amount otherwise payable to the Sellers or any other Person under this 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.

4. Allocation of Purchase Price. The Purchase Price for the Acquired Assets shall be allocated as mutually agreed to by the Parties within thirty (30) days post-Closing. Each of the Parties, when reporting the transactions consummated hereunder in their respective tax returns, shall allocate the Purchase Price paid or received, as the case may be, in a manner that is consistent with the Purchase Price Allocation as agreed to by the Parties. Additionally, each of the Parties will comply with, and furnish the information required by, Section 1060 of the Internal Revenue Code of 1986, as amended, and any regulations thereunder.

5. Assumed Liabilities; and Excluded Liabilities.

(a) Assumed Liabilities. Purchaser agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Sellers expressly listed below in this Section 5(a) (collectively, the “**Assumed Liabilities**”): (i) Patent prosecution and maintenance obligations, costs and liabilities of Sellers to be paid or discharged after the Closing (whether or not such obligations were incurred or had accrued prior to Closing) solely with respect to patent rights within the Acquired Assets, and (ii) all liabilities from the ownership, possession or use of the Acquired Assets, in each case, solely to the extent such Liabilities arise after the Closing.

(b) 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**”).

(c) No Obligations to Third Parties. The execution and delivery of this Agreement shall not confer or be deemed to confer any rights upon any Person

other than the Parties hereto, or make any Person a third party beneficiary of this Agreement, or to obligate a Party to any Person other than the Parties to this Agreement. Assumption by Purchaser of the Assumed Liabilities under Section 5(a) shall in no way expand the rights or remedies of third parties against Purchaser as compared to the rights and remedies such parties would have against Sellers if the Closing were not consummated.

6. Closing; Termination of the SRDCA; Deliverables at Closing and Post-Closing Obligations.

(a) Closing. Subject to satisfaction of the conditions precedent set forth in Sections 7 and 8 below, the closing of the purchase and sale of the Acquired Assets (the “**Closing**”) shall take place remotely via the exchange of documents and signatures substantially concurrently with the closing of the transactions contemplated by the Stalking Horse Agreement (as amended as set forth at the auction on December 13 and 14, 2024) after the conditions set forth in Sections 7 and 8 below 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 other date, time and location as the Parties shall mutually agree. The date on which the Closing is consummated is referred to herein as a “**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.

(b) Termination of the SRDCA. As of the Closing and without any Party having to act further, the SRDCA shall be terminated by the Parties with no further rights, duties, claims or obligations arising therefrom; provided, that the parties acknowledge and agree that Sellers shall comply and continue to be subject to the obligations set forth in Sections 10.6 and 11.2.4(e) of the SRDCA so long as Sellers retain an archival copy of any applicable records as contemplated by Section 6(d) below. The Sale Order shall authorize and approve the termination of the SRDCA by mutual consent of the Parties with a mutual, general release and waiver by each of Purchaser and Sellers of any claims arising under or related to the SRDCA.

(c) Deliverables at Closing. At the Closing, the Sellers shall deliver to the Purchaser:

- (i) Bill of Sale;

- (ii) Assignment Agreement;
 - (iii) Inventor Assignments;
 - (iv) a copy of the Third Party IP Sale Order as entered by the Bankruptcy Court;
 - (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.

(d) Post-Closing Deliverable. Following the Closing Date and upon Purchaser's confirmation that it has received all of the Acquired Assets, at Purchaser's request, Sellers shall provide certification that Sellers have exercised reasonably diligent efforts to fully comply with Purchaser's request to destroy Strains and other materials among the Nitrogen Fixation Assets and Confidential Information, subject to Sellers' right to retain an archival copy of any applicable records as required by law or any pending litigation.

7. Sellers' Conditions Precedent. Sellers' obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of each of the following:

- (a) The representations and warranties of Purchaser contained in Section 10 shall be true on and as of Closing.
- (b) The Purchaser shall have performed or complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with on or before the Closing.
- (c) As of the Closing Date, the sale of the Acquired Assets by Sellers or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, in the Chapter 11 Case.
- (d) Purchaser shall have paid the Purchase Price per the terms of Section 3(a)(i) above.

(e) Purchaser shall have executed and delivered to the Third Party IP Purchaser(s) the Cross-License in a form acceptable to Purchaser in its sole discretion.

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

(g) The Bankruptcy Court shall have entered the Third Party IP Sale Order and such order shall be a Final Order.

8. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of each of the following:

(a) The representations and warranties of Sellers contained in Section 9 shall be true on and as of Closing;

(b) The Sellers shall have performed or complied with all agreements, obligations and conditions contained in this Agreement and required to be performed or complied with by it on or before the Closing;

(c) As of the Closing Date, the sale of the Acquired Assets by Sellers or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, the Chapter 11 Case;

(d) Sellers shall have executed and delivered to Purchaser a Bill of Sale and Assignment and Assumption Agreement and an Intellectual Property Assignment Agreement, in the respective forms attached as Exhibit A hereto, with respect to the Acquired Assets ("**Bill of Sale**" and "**Assignment Agreement**", respectively), and shall provide existing written assignments as set forth in such Person's employment agreement from all inventors of any Intellectual Property in and to the Acquired Assets (each an "**Inventor Assignment**");

(e) The Third Party IP Purchaser(s) shall have executed and Purchaser shall have received the Cross-License in a form acceptable to Purchaser in its sole discretion ("**Cross-License**");

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

(g) The Bankruptcy Court shall have entered the Third Party IP Sale Order and such order shall be a Final Order.

9. Representations and Warranties of Sellers. Each of the Sellers represents and warrants to the Purchaser, with respect to the Acquired Assets and the Assumed Liabilities, as follows:

(a) 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 is duly qualified to do business and is in good standing as a foreign entity in each jurisdiction where its activities requires such qualification, except where the failure to be so qualified or, where relevant, in good standing, (i) has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Acquire Assets, and (ii) would not reasonably be expected to prevent or materially hinder or delay any of the transactions contemplated by this Agreement or any related document or affect the ability of a Seller to perform its obligations under this Agreement or any related documents;

(b) 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 to perform its obligations under this Agreement 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 entry of the 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 by the Purchaser, 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, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity;

(c) Consents and Approvals. No consent, waiver, approval, order, permit or authorization (including those with respect to state licensing required to operate Sellers' businesses) of, or declaration, filing or registration with, or notification to, any Person is necessary or required to on the part of (i) the Sellers in connection with

the execution and delivery of this Agreement and any related documents to which a Seller is a party, and (ii) any applicable Affiliate of the Sellers in connection with the execution and delivery of this Agreement and any related documents to which such Person is a party, or in connection with, in each case of the foregoing clauses (i) and (i), 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 (i) and (ii), (A) for the entry and effectiveness of the Sale Order and (B) for immaterial consents, waivers, approvals, orders, permits, authorizations, declarations, filings, registrations or notifications;

(d) 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 (i) 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 (ii) 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, including the Acquired Assets, or the operations or conduct of their business, are bound or subject;

(e) Acquired Assets & Intellectual Property Rights.

(i) Set forth on **Schedule D** attached hereto is a true and complete list of the Acquired Assets that constitute Registered Intellectual Property owned by the Sellers as of the date of this Agreement, setting forth for each such item (A) the legal and record owner(s), (B) the registration or application number (as applicable), (C) the registration or application date (as applicable), and (D) the jurisdiction in which such item is registered or pending.

(ii) 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.

(iii) Other than any claims, interests or rights of Purchaser in the Acquired Assets, the Sellers own all right, title and interest in and to the Acquired Assets, and all intellectual property therein and thereto, including the Registered Intellectual Property, free and clear of all Encumbrances. Subject to entry of the Sale Order, none of the Acquired Assets or Registered Intellectual Property are subject to any Order adversely affecting or restricting, as applicable, (A) the validity or enforceability thereof, or the Sellers' ownership or use thereof, or (B) the assignment thereof by the Sellers, as applicable, as contemplated under this Agreement;

(iv) To the Knowledge of the Sellers, (A) no unaffiliated third party is infringing, misappropriating or otherwise violating, or has in the past two (2) years infringed, misappropriated or otherwise violated, any Acquired Assets or Registered Intellectual Property, and (B) to the Knowledge of the Sellers, the Acquired Assets and related Intellectual Property, including the Registered Intellectual Property, together with the rights granted to Purchaser in the Cross-License executed by the Third Party IP Purchaser(s), are sufficient for Purchaser to exclusively own the Acquired Assets, other than any claims, interests or rights of Purchaser in the Acquired Assets; and

(v) 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 within the Acquired Assets, 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; and

(f) Except for Intrepid Investment Bankers, no person or entity engaged by or acting on behalf of any Seller or any of their Affiliates or under the authority of any of them is or will be entitled to any "brokers" or "finders" fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its Affiliates in connection with any of the transactions contemplated hereby.

10. Representations and Warranties of Purchaser. Purchaser represents and warrants to each Seller, as follows:

(a) Purchaser (i) is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

(b) The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transaction contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity.

(c) No consent, approval, authorization or Order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, Order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

(d) No person or entity engaged by or acting on behalf of Purchaser or any of its Affiliates or under the authority of any of them is or will be entitled to any "brokers" or "finders" fee or any other commission or similar fee, directly or indirectly, from Sellers or any of its Affiliates in connection with any of the transactions contemplated hereby.

(e) Except for the representations and warranties contained in Section 9, Purchaser acknowledges that it (a) has had an opportunity to conduct any and all due diligence with respect to the Sellers in connection with the transactions contemplated by this agreement, (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 Sellers or with respect to any other information provided or made available to the Purchaser in connection with the Transactions, or the completeness of any information provided in connection therewith.

11. Bankruptcy Court Filings. The Sellers shall:

(a) consult with the Purchaser concerning the Sale Order and any other Orders of the Bankruptcy Court relating to the transactions contemplated herein, 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 non-privileged or protected communications received by Sellers from the Bankruptcy Court with respect to such transactions;

(b) provide the Purchaser with true and correct copies of all pleadings and notices that relate in any way to this Agreement, 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 provide the Purchaser with copies of any material motions, applications, notices, proposed Orders and other pleadings and documents (collectively, "**Pleadings**") that relate in any way to this Agreement, the Acquired Assets, 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.

12. Termination. This Agreement may be terminated prior to the Closing:

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

(b) by 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(a) or Section 7(b), 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 are 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;

(c) by either the Purchaser or the Sellers in the event that the Closing has not occurred on or before January 11, 2024 the ("**Outside Date**"); *provided*, that the right to terminate this Agreement pursuant to this Section 12(c) 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 contemplated hereunder;

(d) 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 8(a) or Section 8(b), 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;

(e) by 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, then this Agreement shall not terminate pursuant to this Section 12(e) until the earlier of (i) closing of alternative transaction with the Successful Bidder and (ii) thirty (30) days following the completion of the Auction;

(f) by the Purchaser, if the Bankruptcy Court has not entered the Sale Order approving the acquisition of the Acquired Assets 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;

(g) by either the Sellers or the Purchaser, if a Governmental Entity issues a final, non-appealable ruling or Order permanently prohibiting the transactions contemplated hereunder; *provided, however*, that the right to terminate this Agreement pursuant to this Section 12(g) 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; or

(h) by the Purchaser, in the event Purchaser has not received by the Outside Date the executed Cross-License from Third Party IP Purchaser(s) in a form acceptable to Purchaser in its sole discretion.

13. Effect of Termination. In the event of termination of this Agreement by a Party in accordance with Section 12 above, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Parties; *provided*, that if this Agreement is terminated under Sections 12(a), (c), (d), (e), (f), (g) or

(h) above, Sellers shall return to Purchaser the Good Faith Deposit paid by Purchaser no later than two (2) Business Days following the date of termination of this Agreement.

14. Expenses. Unless otherwise mutually agreed to in writing, Purchaser and each Seller shall bear their own expenses incurred in connection with the transactions contemplated by this Agreement.

15. Notices. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing, and shall be deemed given (i) when personally delivered to a Party set forth below, (ii) when sent by telecopy providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service) or (iii) when sent by electronic mail or any other electronic means, or three (3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by a nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows.

To Sellers:
Zymergen Inc.
1440 Stanford Ave.
Emeryville, California 94608
Attn: Celeste Ferber
e-mail: cferber@zymergen.com

with a copy (which shall 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

To Purchaser:
Pivot Bio, Inc.
2910 7th Street
Berkeley, CA 94710
Attn: Allen Kuo
E-mail: allen@pivotbio.com

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

Fish & Richardson

1717 Main Street, Suite 5000

Dallas, TX 75201

Attn: J. Kevin Gray and Tiffany Reiter

E-mail: kgray@fr.com;

reiter@fr.com

16. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement of the Parties hereto regarding the purchase and sale of the Acquired Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

(b) Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

(c) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

(d) Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

(e) Further Assurances. At any time or from time to time after the Closing, without further consideration, Sellers shall, at the request of Purchaser, execute and deliver such further instruments and document as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement.

(f) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Sellers. No waiver by any Party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant

hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(g) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware (without reference to conflicts of law principles).

(h) WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

(i) SUBMISSION TO JURISDICTION; SELECTION OF FORUM. 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 13 ABOVE.

(j) Construction. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by

the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean “including without limitation.”

(k) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.

(l) Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign its rights or interests hereunder without providing the other Parties with prior written notice; provided, however, that Purchaser shall be entitled to assign its rights under this Agreement to an entity wholly-owned by it. No Party may delegate all or any of its obligations or duties hereunder, without the prior written consent of the other Parties.

(m) Confidentiality. Purchaser and Sellers agree that they will hold in confidence all information, data and documents obtained by them or any of their representatives from any representative, officer or employee of each other, and that none of them nor any of their representatives will disclose any such information, data or documents to any third party and none of them will discuss this Agreement or the transactions contemplated hereby with any party other than officers, employees, agents and representatives of the Party or their legal counsel and financing sources deemed necessary to the completion of the transactions described herein or as required by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Agreement to be executed as of the day and year first above written.

SELLERS:

ZYMERGEN INC.

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

LODO THERAPEUTICS CORPORATION

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

ENeVOLV, INC.

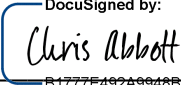
By: *Celeste Ferber*
Name: Celeste Ferber
Title: President and SVP, Legal

GENESIS ACQUISITION SUB, LLC

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

PURCHASER:

PIVOT BIO, INC.

By:  DocuSigned by:
B1777E492A9948B...
Name: Chris Abbott
Title: CEO

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

EXHIBIT A

I. BILL OF SALE

Attached

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of _____ (this “**Agreement**”), is entered into by and between: **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 a debtor and debtor in possession, and each individually a “**Seller**” and collectively the “**Sellers**”); and **Pivot Bio, Inc.**, a Delaware corporation (the “**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, the Purchaser and the Sellers have entered into that certain Asset Purchase Agreement, dated as of December 21, 2023 (the “**Purchase Agreement**”), pursuant to which the Purchaser will acquire the Acquired Assets and assume the Assumed Liabilities on the terms and subject to the conditions set forth therein; and

WHEREAS, the Sellers and the Purchaser now desire to carry out the intent and purpose of the Purchase Agreement by the Sellers’ and the Purchaser’s execution and delivery of this Agreement evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Purchaser of the Acquired Assets and assumption, satisfaction, discharge and performance when and if due by the Purchaser of the 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 sell, transfer, assign, convey, and deliver to the Purchaser, free and clear of all Encumbrances of any and every kind, nature and description, all of the Sellers’ right, title and interest in, to and under all of the Acquired Assets, effective as of the Closing Date. The 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, all of the Sellers’ right, title and interest in, to and under the Acquired Assets, effective as of the Closing Date.

Section 2. Assumption of Liabilities. The Purchaser hereby assumes and agrees to satisfy, discharge and perform if and when due all of the Assumed Liabilities effective as of the Closing Date upon the terms and subject to the conditions set forth in the Purchase Agreement. The 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 or the 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 and 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 16(H) 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 related 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 Sellers and the Purchaser have caused this Agreement to be executed on their behalf as of the date first written above.

SELLERS:

ZYMERGEN INC.

By: _____

Name:

Title:

LODO THERAPEUTICS CORPORATION.

By: _____

Name:

Title:

ENeVOLV, INC.

By: _____

Name:

Title:

GENESIS ACQUISITION SUB LLC

By: _____

Name:

Title:

PURCHASER:

PIVOT BIO, INC.

By: _____
Name:
Title:

II. ASSIGNMENT AGREEMENT

Attached

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, and **Genesis Acquisition Sub LLC**, a Delaware limited liability company (each in its capacity as a debtor and debtor in possession, and each individually a “**Seller**” and collectively the “**Sellers**”); and **Pivot Bio, Inc.**, a Delaware corporation (the “**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, the Purchaser and the Sellers have entered into that certain Asset Purchase Agreement, dated as of December 21, 2023 (the “**Purchase Agreement**”), pursuant to which the Purchaser will acquire, among other things, all of right, title and interest of the Sellers in, to and under the Nitrogen Fixed Assets, including the Strain IP; and

WHEREAS, the Sellers and the Purchaser now desire to carry out the intent and purpose of the Purchase Agreement by the Sellers’ and the Purchaser’s execution and delivery of this Agreement evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Purchaser of the Sellers’ right, title and interest in, to and under the Nitrogen Fixed Assets, including the Strain 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 Sellers’ Intellectual Property in, to and under the Nitrogen Fixed Assets, including the Strain IP. Effective as of the Closing Date, the Sellers hereby irrevocably sell, transfer, assign, convey and deliver to the Purchaser, free and clear of all Encumbrances of any and every kind, nature and description, all of the Sellers’ right, title and interest in, to and under all Intellectual Property in, to and under the Nitrogen Fixed Assets, including the Strain IP, the foregoing including (a) any and all non-registered Intellectual Property contained therein, including but not limited to any and all non-registered Intellectual Property in and to the Nitrogen Fixed Assets, including the Strain IP, (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 A, (d) the Draft Applications, (e) the exclusive right to apply for and maintain all Intellectual Property in, to and under the Nitrogen Fixed Assets, including the Strain IP, (f) all common law rights in and to the foregoing, and (g) all goodwill associated with the foregoing. Effective as of the Closing Date, the 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, all of the Sellers’ right, title and interest in, to and under all Intellectual Property in, to and under the Nitrogen Fixed Assets, including the Strain IP, and the foregoing excluding all Excluded Assets.

Section 2. 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 Purchaser as the assignee and owner of all right, title and interest in, to and under the applicable Intellectual Property in, to and under the Nitrogen Fixed Assets, including the Strain IP.

Section 3. Further Assurances. Upon the request of the Purchaser, the Sellers shall promptly execute any other documents and take any other actions reasonably required to give the Purchaser the full benefit of this Agreement, the transactions and the assignments set forth in Section 1, including any such documents required to perfect and record such assignments in any applicable filing jurisdictions.

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 Intellectual Property in, to and under the Nitrogen Fixed Assets, including the Strain 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 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 16(H) OF THE PURCHASE AGREEMENT.

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

Section 11. Entire Agreement. This Agreement, the Purchase Agreement and the other related 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 12. 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 13. 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 Sellers and the Purchaser have caused this Agreement to be executed on their behalf as of the date first written above.

SELLERS:

ZYMERGEN INC.

By: _____

Name:

Title:

LODO THERAPEUTICS CORPORATION.

By: _____

Name:

Title:

ENeVOLV, INC.

By: _____

Name:

Title:

GENESIS ACQUISITION SUB LLC

By: _____

Name:

Title:

PURCHASER:

PIVOT BIO, INC.

By: _____
Name:
Title:

Schedule A

Registered Intellectual Property

International Patent Application titled “Soil-Based Phenotypic Screening Assays,” filed on September 14, 2023, file reference No.: ZYM-021PC/107586