

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

OMEGA THERAPEUTICS, INC.,¹

Debtor.

Chapter 11

Case No. 25-10211 (BLS)

Re: D.I. 51 & 99

**ORDER PURSUANT TO SECTIONS 105, 363, 364, 365, 503 AND 507 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 DEBTOR'S ASSETS; (B)
APPROVING THE DEBTOR'S ENTRY INTO STALKING HORSE APA AND
RELATED BID PROTECTIONS; (C) APPROVING PROCEDURES FOR THE
ASSUMPTION AND ASSIGNMENT OR REJECTION OF DESIGNATED
EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (D) SCHEDULING AN
AUCTION AND SALE HEARING; (E) APPROVING
FORMS AND MANNER OF NOTICE OF RESPECTIVE DATES, TIMES, AND
PLACES IN CONNECTION THEREWITH; AND (F) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the debtor and debtor in possession (the "Debtor", "Omega", or "Seller") in the above-captioned chapter 11 case, for entry of an order, pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006 and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), (a) authorizing and approving certain proposed bidding procedures (as attached hereto as **Exhibit 1**, the "Bidding Procedures") governing the submission of competing proposals to purchase the Purchased Assets pursuant to section 363 of the Bankruptcy Code, authorizing and approving the Debtor's entry into (but not

¹ The Debtor's federal tax identification number is: 81-3247585. The mailing address for the Debtor is 140 First Street, Suite 501, Cambridge, MA 02141.

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

consummation of) the Asset Purchase Agreement (substantially in the form attached to the Motion as Exhibit B and, together with all exhibits and schedules thereto, the “Stalking Horse APA”), by and among the Debtor and Pioneering Medicines 08-B, Inc. (“PM08-B” or the “Stalking Horse Bidder”), pursuant to which the Debtor has agreed to sell the Purchased Assets to the Stalking Horse Bidder, subject to the terms and conditions contained in the Stalking Horse APA, (b) approving the form and manner of notice of the sale of the Purchased Assets (the “Sale Notice”), (c) scheduling a hearing for approval of the sale of the Purchased Assets (the “Sale Hearing”) and setting other related dates and deadlines, and (d) approving procedures for the assumption and assignment of the Debtor’s executory contracts (the “Contracts”) and unexpired leases (the “Leases”) and the form and manner of notice of proposed cure amounts; and it appearing that the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors and all other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007, and Local Rule 6004-1.

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

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

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtor's estate and creditors. The Bidding Procedures and all such steps and expenses incurred by the Debtor in connection with the implementation of the Bidding Procedures and this Order shall be deemed reasonable and appropriate and within the sound business judgment of the Debtor pursuant to section 363(b) of the Bankruptcy Code.

G. The Stalking Horse APA was entered into in good faith by the Debtor and the Stalking Horse Bidder, and is the result of an arms-length negotiation between the parties that are each represented by sophisticated legal counsel.

H. The Debtor has demonstrated compelling and sound business justifications for entering into the Stalking Horse APA and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

I. The sale of the Purchased Assets as contemplated in the Stalking Horse APA is in the best interests of the Debtor's estate, its creditors and all other parties in interest, and represents a reasonable exercise of the Debtor's sound business judgment.

J. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (a) the date, time and place of the Auction (if one is held); (b) the Bidding Procedures and certain dates and deadlines related thereto; (c) the objection deadline for the sale motion and the date, time and place of the Sale Hearing; (d) reasonably specific identification of the assets subject to the proposed sale; (e) instructions for promptly obtaining a copy of the Stalking Horse APA; (f) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds; (g) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtor; and (h) notice of the proposed assumption and assignment of Contracts and Leases pursuant to the Stalking Horse APA (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed Sale shall be required.

K. The Cure Notice attached hereto as **Exhibit 2** is reasonably calculated to provide all non-Debtor counterparties to the Debtor's Contracts and Leases with proper notice of the potential assumption and assignment of their Contract or Lease, the proposed cure amounts relating thereto and the related assumption and assignment procedures; provided that the mere listing of any Contract or Lease on the Cure Notice does not require or guarantee that such Contract or Lease will be assumed and assigned, and all rights of the Debtor with respect to such Contracts and Leases are reserved.

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

M. Entry of this Order is in the best interests of the Debtor's estate, the Debtor's creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

The Bidding Procedures

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

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

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

- a. **Bid Deadline**: **Tuesday, April 1, 2025, at 5:00 p.m. (Prevailing Eastern Time)** is the deadline by which all Qualified Bids must be actually received by the parties specified in the Bidding Procedures (the "**Bid Deadline**").
- b. **Auction**: **Thursday, April 3, 2025, at 10:00 a.m. (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP, 1201 N. Market

Street, Wilmington, DE 19801; provided, however, that the Debtor, in its discretion, shall have the right to hold the Auction at another place or virtually, with instructions for Qualified Bidders to participate to be provided prior to the Auction, with notice to all Qualified Bidders and any other invitees.

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

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

Approval of Debtor's Entry into the Stalking Horse APA

8. The Debtor is hereby authorized to designate PM08-B, together with any designated affiliate thereof, as the stalking horse bidder (the "Stalking Horse Bidder").

9. The Debtor is authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse APA, subject to the

solicitation of higher or otherwise better offers for the Purchased Assets (as defined in the Stalking Horse APA) and entry of the Sale Order.

10. The Stalking Horse APA is authorized and approved in the form attached to the Bidding Procedures Motion as Exhibit B as the stalking horse bid for the Purchased Assets (the “Stalking Horse Bid”).

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

12. The Stalking Horse APA shall be binding and enforceable on the parties thereto in accordance with its terms subject to entry of the Sale Order. The failure to describe specifically or include any provision of the Stalking Horse APA or related documents in the Motion or herein shall not diminish or impair the effectiveness of such provision as to such parties. The Stalking Horse APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, solely in accordance with the terms thereof, without further order of the Court.

13. If the Stalking Horse Bidder is not the Successful Bidder at the conclusion of the Sale, the Debtor shall seek approval of the Bid Protections (as defined in the Stalking Horse APA, and, collectively, the “Bid Protections”) for the reasons provided for in the Motion and supported in the Bremer Declaration, which Motion will be considered by the Court in this Chapter 11 Case based upon the factors set forth in *In re O’Brien Env’tl Energy, Inc.*, 181 F.3d 527 (3d Cir. 1999). Subject to 11 U.S.C. § 307 and without prejudice to the U.S. Trustee’s rights thereunder, the only party-in-interest that may object to the Bid Protections is the Committee, which, if such objection is made, the Stalking Horse Bidder and the Debtor shall have the

opportunity to file a reply. If approved, the obligation of the Debtor to pay the Bid Protections shall: (a) be subject to the terms of the Stalking Horse APA; (b) constitute an administrative expense of the Debtor under section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code that shall be indefeasibly paid to the Stalking Horse Bidder from the proceeds of the Sale at Closing; and (c) survive the termination of the Stalking Horse APA, or dismissal or conversion of the Bankruptcy Case. For the avoidance of doubt, no Bid Protections shall be available to the Stalking Horse Bidder in the event the Stalking Horse Bidder is the Successful Bidder.

14. Subject to the Bidding Procedures and entry of the Sale Order, the Debtor and Stalking Horse Bidder are granted all rights and remedies provided to them under the Stalking Horse APA, including, without limitation, the right to specifically enforce the Stalking Horse APA (including with respect to the Bid Protections, if approved) in accordance with its terms.

15. The Debtor is authorized to perform all of its respective pre-closing obligations under the Stalking Horse APA, and such obligations shall be binding upon the Debtor; provided that, for the avoidance of doubt, consummation of the transactions contemplated by the Stalking Horse APA shall be subject to entry of an order approving the sale of the Purchased Assets (the “Sale Order”) and the satisfaction or waiver of the other conditions to closing on the terms set forth in the Stalking Horse APA.

Hearing and Objection Deadline

16. The Sale Hearing shall take place in this Court on **Thursday, April 10, 2025, at :__m. (Prevailing Eastern Time)**; provided that the Sale Hearing may be adjourned without further notice other than announcement in open Court or by the filing of a notice on the docket of this Case or a notice of agenda. Any obligations of the Debtor set forth in the Stalking

Horse APA that are intended to be performed prior to the Sale Hearing and/or entry of the Sale Order pursuant to the Stalking Horse APA are authorized as set forth herein and are fully enforceable as of the date of entry of this Order.

17. Except as otherwise set forth herein or in the Bidding Procedures or Stalking Horse APA with respect to (a) matters arising under Contracts and Leases following the Closing or (b) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse APA or to entry of the Sale Order is **Thursday, April 3, 2025, at 4:00 p.m. (Prevailing Eastern Time)** (the “Sale Objection Deadline”). Objections, if any, **must**: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline, as applicable, by the following parties (the “Notice Parties”): (i) proposed counsel to the Debtor, Morris, Nichols, Arsht & Tunnell, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Eric D. Schwartz (eschwartz@morrisnichols.com), Andrew R. Remming (aremming@morrisnichols.com), Daniel B. Butz (dbutz@morrisnichols.com), Jonathan M. Weyand (jweyand@morrisnichols.com), Luke Brzozowski (lbrzozowski@morrisnichols.com); (ii) the Office of the United States Trustee for the District of Delaware: 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (iii) proposed counsel the Committee, Cole Schotz. P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), H.C. Jones, III (hjones@coleschotz.com), and Elazar A. Kosman

(ekosman@coleschotz.com); and (iv) counsel to PM08-B: Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Kizzy L. Jarashow (kjarashow@goodwinlaw.com), Barry Z. Bazian (bbazian@goodwinlaw.com), Liza L. Burton (lbarton@goodwinlaw.com), and Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good (kgood@potteranderson.com).

18. The Debtor shall file a proposed sale order no later than one week before the Sale Objection Deadline.

Sale Notice and Related Relief

19. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is hereby approved. Within three (3) days of the entry of this Order, the Debtor shall cause the Sale Notice to be served upon: (a) the United States Trustee for the District of Delaware; (b) the Committee; (c) all parties asserting a security interest in the Purchased Assets to the extent any such interest is reasonably known to the Debtor; (d) applicable federal, state, county and city tax and regulatory authorities; (e) all entities known to have expressed a written interest in a transaction with respect to the Purchased Assets or that have been identified by the Debtor or its advisors as a potential Buyer of the Purchased Assets; (f) local, state and federal authorities and agencies that have issued licenses or permits to the Debtor with respect to the operation and use of the Purchased Assets; (g) each counterparty to the Debtor's Contracts and Leases; and (h) all parties requesting notice pursuant to Bankruptcy Rule 2002.

Assignment Procedures

20. The procedures set forth below regarding the proposed assumption and assignment of certain Contracts and Leases that may be designated to be assumed by the Debtor pursuant to section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Bidder (or

the Successful Bidder selected at the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code (as defined in the Stalking Horse APA, collectively, the “Assigned Contracts and Leases”) in connection with the sale of the Purchased Assets are hereby approved (the “Assignment Procedures”).

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

- a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtor shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached hereto as **Exhibit 2** (the “Cure Notice”). The Debtor will serve the Cure Notice via first class mail on all non-Debtor counterparties to Contracts and Leases, and their respective known counsel, and provide a copy of same to the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be assumed and assigned to the Stalking Horse Bidder, and the timing and procedures relating to such assumption and assignment, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtor’s good faith estimates of the amounts required to cure all defaults in connection with such Contract or Lease (the “Cure Amount”), and (iv) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtor identifies additional Contracts or Leases that might be assumed by the Debtor and assigned to the Successful Bidder, the Debtor will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.
- b. **Adequate Assurance.** The Debtor shall promptly provide, upon a counterparty’s request to the Debtor’s counsel, adequate assurance information, which shall include, by evidence of the Successful Bidder’s capacity to consummate the Sale with cash on hand, unconditional committed financing from a reputable financing institution, documented to the satisfaction of the Debtor in consultation with the Consultation Parties, to any counterparty (and counsel, if known) to any Contract that may be assumed by the applicable Qualified Bidder, including the Stalking Horse Bidder.

- c. **Objections.** Objections, if any, to the proposed assumption and assignment of any Contract or Lease or to the Cure Amount proposed with respect thereto must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, the correct Cure Amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served so as to be actually received by the Sale Objection Deadline.

Promptly following the Debtor's selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtor shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Purchased Assets, counterparties to the Debtor's Contracts and Leases shall have until Monday, April 7, 2025, at 4:00 p.m. (ET) to object to the assumption and assignment of a Contract or Lease solely on the issue of whether the Successful Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code. For the avoidance of doubt, if the Stalking Horse Bidder is the Successful Bidder, all adequate assurance objections must be filed by the Sale Objection Deadline.

- d. **Dispute Resolution.** Any objection to the proposed assumption and assignment or related Cure Amount of a Contract or Lease in connection with the proposed Sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing. To the extent any such objection is resolved or determined unfavorably to the Debtor, the Debtor may, subject to the terms of an agreement with the Successful Bidder (including the Stalking Horse APA), file a notice rejecting the applicable Contract or Lease after such determination.
- e. **Post-Closing Assumption and Assignment.** To the extent the Debtor seeks to assume and assign a Contract or Lease after the closing of the Sale, and subject to the terms and conditions set forth in the Stalking Horse APA or a Successful Bidder's purchase agreement, the Successful Bidder shall have the right, which right may be exercised at any time and from time to time, to provide written notice to the Debtor of the Successful Bidder's election to require the Debtor to assume the Contract(s) or Lease(s) identified in the subject Assumption Notice(s) and assign same to the Successful Bidder's designee.

In the case of any Contracts and Leases that the Debtor seeks to assume and assign after the Closing Date pursuant to the Stalking Horse APA (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder

that a Contract or Lease is designated for assumption and assignment, the Debtor shall file with the Court a written notice of the Debtor's intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3**. The Debtor shall serve such Assumption Notice via CM/ECF, electronic mail (if available), and first-class mail on each of the following parties (the "Assumption Notice Parties"):

- (i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtor, (ii) the United States Trustee for the District of Delaware, (iii) counsel to the Committee, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

The Assumption Notice shall set forth the following information, to the best of the Debtor's knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Lease that the Debtor is assuming and assigning or, in all other cases, a description of the Contract that the Debtor is assuming and assigning, (ii) the name and address of the affected counterparties or landlords (and their known counsel), (iii) a description of the deadlines and procedures for filing objections, if so permitted pursuant to the Assignment Procedures set forth herein, to the Assumption Notice (as set forth below), and (iv) any proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course, if any. The assumption and assignment of each such Contract or Lease shall be effective as of the date of the applicable Assumption Notice without any further order of the Court, with objections to the proposed cure amount, if any, to be resolved thereafter as set forth below.

A party in interest may object to an Assumption Notice solely with respect to the proposed cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtor and the Assumption Notice Parties no later than seven (7) days after the date the Debtor served the applicable Assumption Notice.

If no permitted objection is timely filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract or Lease shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a permitted objection is timely filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection.

22. Any party who fails to timely file an objection to its scheduled cure amount listed on the Cure Notice or to the assumption and assignment of a Contract or Lease (a) shall be forever barred, estopped and enjoined from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtor, its estate or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (ii) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (b) shall be deemed to consent to (i) the sale of the Purchased Assets as approved by the Sale Order and (ii) the assumption and assignment of the Contracts and Leases; and (c) shall be forever barred and estopped from asserting or claiming against the Debtor or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

23. The proposed assumption and assignment of the Assigned Contracts and Leases and the Auction shall be conducted solely in accordance with the provisions of this Order, the Bidding Procedures and the Assignment Procedures, as applicable.

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

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

Other Relief Granted

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

27. The Stalking Horse Bidder has standing to enforce the terms of this Order and the Debtor's pre-closing obligations under the Stalking Horse APA, and in each case, the automatic stay set forth in section 362 of the Bankruptcy Code is waived to the extent necessary to permit enforcement thereof.

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

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

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

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

Dated: March 12th, 2025
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

BIDDING PROCEDURES

On February 17, 2025, Omega Therapeutics, Inc., debtor and debtor in possession (collectively, the “Debtor”) in the chapter 11 case (the “Case”) pending in the United States Bankruptcy Court for the District of Delaware (“Court”) and administered under Case No. 25-10211 (BLS), filed a motion [D.I. 51] (the “Sale Motion”), seeking, among other things, authorization for the Debtor to perform its obligations under that certain Asset Purchase Agreement (together with all exhibits thereto, the “Stalking Horse APA”)¹ entered into by and among the Debtor and Pioneering Medicines 08-B, Inc. (the “Stalking Horse Bidder”), substantially in the form attached to the Sale Motion as Exhibit B. As described in the Sale Motion, the Stalking Horse APA contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of the Purchased Assets in exchange for: (i) a credit bid for all DIP Obligations and Prepetition Secured Obligations that have not been discharged with the Roll-Up for the DIP Collateral (as defined in the Stalking Horse APA) in an aggregate amount of not less than \$11,999,856.00; (ii) the assumption of assumed liabilities as set forth in the Stalking Horse APA to be paid in accordance with the terms of the Stalking Horse APA; and (iii) the payment of Cure Amounts (as defined in the Stalking Horse APA).

The Stalking Horse APA provides for payment of bid protections in the form of a reimbursement of the Stalking Horse Bidder’s actual, reasonable, documented out-of-pocket expenses up to an amount not to exceed \$300,000.00, and together with all other bid protections provided under the Stalking Horse APA (the “Bid Protections”), in each case, on the terms and conditions set forth in the Stalking Horse APA.

On [●], 2025, the Court entered the *Order (A) Authorizing and Approving Bidding Procedures, (B) Authorizing and Approving the Debtor’s Entry Into the Stalking Horse APA, (C) Approving Notice Procedures, (D) Scheduling a Sale Hearing and (E) Approving Procedures for Assumption and Assignment and Determining Cure Amounts* [D.I. [___]] (the “Bidding Procedures Order”), which, among other things, (i) authorized the Debtor to perform its pre-closing obligations under the Stalking Horse APA and (ii) approved these bidding procedures set forth herein (the “Bidding Procedures”) governing the submission of competing proposals to purchase the Purchased Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Purchased Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and the Stalking Horse APA, as the same may be amended pursuant to the terms thereof, subject to the Debtor’s selection in its reasonable discretion, after consultation with any official committee appointed in the Debtor’s case, of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

The following are the notice parties for the purpose of these Bidding Procedures (collectively, the “Notice Parties”): (i) proposed counsel to the Debtor, Morris, Nichols, Arsht & Tunnell, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19801, Attn: Derek C. Abbott

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

(dabbott@morrisnichols.com), Eric D. Schwartz (eschwartz@morrisnichols.com), Andrew R. Remming (aremming@morrisnichols.com), Daniel B. Butz (dbutz@morrisnichols.com), Jonathan M. Weyand (jweyand@morrisnichols.com), and Luke Brzozowski (lbrzozowski@morrisnichols.com); (ii) the Office of the United States Trustee for the District of Delaware: 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (iii) proposed counsel to the Official Committee of Unsecured Creditors (the “Committee”), Cole Schotz. P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), H.C. Jones, III (hjones@coleschotz.com), and Elazar A. Kosman (ekosman@coleschotz.com); and (iv) proposed investment banker to the Debtor, Portage Point (sbremer@pppllc.com and llansio@pppllc.com).

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person (other than the Stalking Horse Bidder) interested in submitting a bid (an “Interested Party”) must deliver to Portage Point (sbremer@pppllc.com and llansio@pppllc.com), on behalf of the Debtor, the following documents (the “Preliminary Bid Documents”):

- i. an executed confidentiality agreement on terms reasonably acceptable to the Debtor (each, a “Confidentiality Agreement”);
- ii. a statement and other factual support demonstrating to the Debtor’s satisfaction in the exercise of its reasonable business judgment that the Interested Party has a bona fide interest in purchasing the Purchased Assets; and
- iii. preliminary verbal or written proof by the Interested Party of its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include (a) current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), or (b) sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Potential Bidder in connection with the proposed transaction.

Due Diligence

An Interested Party must deliver the Preliminary Bid Documents to Portage Point (sbremer@pppllc.com and llansio@pppllc.com) to be eligible to receive due diligence information concerning the Debtor and its assets. After the Debtor determines, in its reasonable discretion that an Interested Party has satisfied the Preliminary Bid Document Requirements (such Interested

Party, a “Potential Bidder”), the Debtor will provide to each such Potential Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request, provided that if any Potential Bidder is (or is affiliated with) a competitor of the Debtor, the Debtor will not be required to disclose to such Potential Bidder any trade secrets, proprietary information, or other commercially sensitive information unless, under the Debtor’s business judgment, the Confidentiality Agreement executed by such Potential Bidder (i) sufficiently protects the Debtor’s estate, and (ii) contains appropriate provisions to ensure that such trade secrets or proprietary information will not be used by such Potential Bidder or its Affiliates for an improper purpose or to gain an unfair competitive advantage. One business day before the Bid Deadline, the Debtors shall provide in the Data Room an updated Budget and their most recent Variance Report (as defined in the Final DIP Order) which shall reflect the projected Excess Cash (as defined in the Stalking Horse APA). Each Potential Bidder will comply with all reasonable requests for additional information and due diligence access by the Debtor or its advisors regarding such Potential Bidder and its contemplated transaction. Access may be terminated by the Debtor in its reasonable discretion at any time for any reason whatsoever, including that a Potential Bidder does not become a Qualified Bidder, the Potential Bidder breaches any obligations under its confidentiality agreement, or the Debtor becomes aware that information submitted by the Potential Bidder for requesting access to the Data Room is inaccurate or misleading. The Debtor may restrict or limit access of a Potential Bidder to the Data Room if the Debtor determines, based on its reasonable business judgment that certain information in the Data Room is sensitive, proprietary, or otherwise not appropriate for disclosure to such Potential Bidder. The Potential Bidder shall return or destroy any non-public information the Debtor or its advisors provided to the Potential Bidder in accordance with the terms of the confidentiality agreement executed by the Debtor and the Potential Bidder.

The Debtor will try to accommodate all reasonable requests from Potential Bidders for additional information and due diligence access. All due diligence requests shall be directed to Lisa K. Lansio (llansio@pppllc.com).

Bid Requirements

To be eligible to participate in the Auction, each Potential Bidder must submit a proposal to purchase the Purchased Assets (a “Bid”) to the Notice Parties by Tuesday, April 1, 2025, at 5:00 p.m. (ET) (the “Bid Deadline”) which must:

- i. state that the applicable Potential Bidder offers to purchase and/or otherwise sponsor, finance (including through the issuance of debt in connection with such bid) some or all of the Purchased Assets pursuant to a transaction that is no less favorable to the Debtor’s estate as the Debtor may reasonably determine, following consultation with the Consultation Parties², than the

² “Consultation Parties” means the DIP Lender and any statutory committee appointed in this case; provided, that to the extent that any Consultation Party, including any member of any statutory committee, submits a bid, including the Stalking Horse Bid or an alternative credit bid or otherwise, for any Purchased Assets in connection with these Bidding Procedures, or is a participant in any active or prospective Bid with respect to any Purchased Asset(s), such applicable Consultation Party shall immediately no longer be a Consultation Party unless and until such party unequivocally

transactions contemplated in the Stalking Horse APA;

- ii. be accompanied by a deposit (each, a “Good Faith Deposit”) in the form of a wire transfer or certified check or such other form acceptable to the Debtor in its sole discretion, payable to the order of the Debtor, in an amount equal to 10% of the cash portion of the Purchase Price being bid;
- iii. specify the amount of cash or other consideration offered by the Potential Bidder (the “Purchase Price”), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (a) the aggregate consideration set forth in the Stalking Horse APA, including the amount of the Credit Bid and the assumption of the Assumed Liabilities and the Cure Amounts; (b) the Bid Protections; and (c) an initial minimum bid increment of \$500,000; provided that, if a bid includes forms of consideration other than cash, the bidder shall include an analysis or description of the value of such non-cash components, including any supporting documentation, to assist the Debtor and the Consultation Parties in evaluating the bid;
- iv. be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that if such Potential Bidder is selected as the Successful Bidder or Back-Up Bidder and is required to be a Back-Up Bidder hereunder, its Bid must remain irrevocable until the Debtor’s consummation of a sale with the Successful Bidder;
- v. include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse APA) (the “Transaction Documents”), which Transaction Documents must include a copy of the proposed asset purchase agreement marked against the Stalking Horse APA to show all changes requested by the Potential Bidder including, but not limited to, treatment of any assumed liabilities;
- vi. include a list which specifies in detail which of the Debtor’s unexpired leases and executory contracts are to be assumed by the Debtor and assigned to the Potential Bidder in connection with the consummation of the proposed transaction;
- vii. include a proposed sale order and be marked against the proposed form of

revokes its Bid and waives its right to continue in the bidding procedures. For the avoidance of doubt, the DIP Lender/Stalking Horse Bidder will not be a Consultation Party unless and until it unequivocally revokes the Stalking Horse Bid and waives its right to continue in the bidding process.

Sale Order;

- viii. provide a commitment to close no later than Monday, April 21, 2025;
- ix. not be conditioned on unperformed due diligence, obtaining financing or any internal approval or otherwise be subject to contingencies more burdensome than those in the Stalking Horse APA;
- x. include (a) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (b) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;
- xi. contain written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price (including sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Potential Bidder in connection with the proposed transaction), satisfactory to the Debtor in its reasonable discretion with appropriate contact information for such financing sources;
- xii. contain written evidence satisfactory to the Debtor in its reasonable discretion of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents;
- xiii. not request or entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;
- xiv. fully disclose the identity of each entity that will be bidding for the Purchased Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such Bid) such Bid (a "Participating Party"), and the complete terms of any such sponsorship, participation, financing or benefit;

- xv. state that the Potential Bidder agrees to serve as a backup bidder if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid;
- xvi. state that the bid constitutes a good faith, bona fide offer to effectuate the proposed transaction and is not subject to or conditioned on any further due diligence, and is irrevocable (a) until the selection of the Successful Bid in accordance with these Bidding Procedures; or (b) if the bid is selected as a Successful Bid or as a Backup Bid;
- xvii. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with bidding for any of the Purchased Assets and/or otherwise participating in the Auction or the Sale process;
- xviii. state whether the Potential Bidder intends to offer future employment to any of the Debtor's employees;
- xix. contain such other information as may be reasonably requested by the Debtor;
- xx. include a written acknowledgement by such Potential Bidder that it agrees to all of the terms for sale set forth in these Bidding Procedures;
- xxi. include an agreement to provide any other information reasonably requested by the Debtor; and
- xxii. be received by the Bid Deadline.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtor's reasonable determination, following consultation with the Consultation Parties, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtor reserves the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within one (1) business day after a Potential Bidder delivers all of the documents described above, the Debtor will determine in its reasonable discretion, following consultation with the Consultation Parties, whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination, unless a potential Bid is received prior to the April 1, 2025 Bid Deadline and there is additional time before the April 2, 2025 deadline to designate Qualified Bidders. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse APA is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids

(as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

A Qualified Bidder shall not (without the consent of the Debtor), modify, amend, or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the Qualified Bid, as determined by the Debtor in its reasonable business judgment.

“As Is, Where Is”

Any sale or transfer of the Purchased Assets will be on an “as is, where is” basis and without representations or warranties of any kind by the Debtor, its agents or the Debtor’s chapter 11 estate, except and solely to the extent expressly set forth in a final purchase agreement approved by the Court as the Successful Bid. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtor’s assets that are the subject of the Auction prior to making its Bid and that it has relied solely upon its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by the Court as the Successful Bid, all of the Debtor’s right, title and interest in the Purchased Assets will be sold or transferred free and clear of all Liens (other than post-Closing Permitted Liens) as proposed in the Stalking Horse APA, with any Liens (other than post-Closing Permitted Liens) to attach to the proceeds of the sale of the Purchased Assets as provided in the proposed form of sale order attached to the Sale Motion.

Auction

Baseline Bid. No later than one (1) Business Day prior to the commencement of the Auction, the Debtor will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtor in its reasonable discretion, following consultation with the Consultation Parties (the “Baseline Bid”), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, including the Baseline Bid, subject to exclusion of any confidential financial information as determined by the Debtor in its reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtor’s determination of which Qualified Bid constitutes the Baseline Bid shall take into account factors such as the projected percentage recovery to general unsecured creditors pursuant to such Qualified Bid and the certainty of such recovery, whether all administrative, priority and secured claims will be paid in full under such Qualified Bid and any other factors the Debtor reasonably deems relevant to the value of the Qualified Bid to the estate. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtor whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder’s Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

If no Qualified Bids (other than the Stalking Horse Bid) are received by the Bid Deadline, the Auction shall be canceled, and the Debtor will file with the Court, serve on the Sale Notice Parties, and cause to be published on the Debtor's claims and noticing agent's website, a notice containing the following information, as applicable: (i) a statement that the Auction for the Purchased Assets has been canceled; (ii) a declaration that the Stalking Horse Bidder is deemed the Successful Bidder and the Stalking Horse APA is the Successful Bid; and (iii) the date, time, and location of the Sale Hearing.

Auction Date and Location. The Auction will commence on or before Thursday, April 3, 2025, at 10:00 a.m. (Prevailing Eastern Time) at the offices of **Morris, Nichols, Arsht & Tunnell, LLP, 1201 N. Market Street, Wilmington, DE 19801**, or on such other date and/or at such other location as determined by the Debtor. The Debtor may determine that the Auction will be held virtually.

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder) and the Debtor will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtor who have not submitted Bids may attend the Auction as observers, provided that they send an email to the undersigned counsel indicating that they intend to attend the Auction no less than one (1) Business Day prior to the Auction, provided further that the Debtor's right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

Auction Procedures. The Debtor and its professionals will direct and preside over the Auction. At the start of the Auction, the Debtor will describe the terms of the Baseline Bid. All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtor will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, the Successful Bid and the Back-Up Bid. Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Purchased Assets. The Debtor, in its reasonable discretion, reserve the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received; provided that, the Debtor may, in its sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least \$100,000 (each, an "Overbid"). The Debtor will announce at the Auction the material terms of each Overbid, value each Overbid in accordance with these Bidding Procedures and provide each Qualified Bidder with an opportunity to make a subsequent Overbid. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or other non-cash consideration acceptable to the Debtor in accordance with these Bidding Procedures. During the Auction, the Debtor may, in its reasonable discretion, announce increases or reductions to Minimum Overbids at any time. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification

of a provision or provisions, including the addition or removal of Purchased Assets or Assumed Contracts, in the applicable Transaction Documents or the Stalking Horse APA, the Debtor will provide notice to each participant of the value ascribed by the Debtor to any such added, deleted, or modified provision or provisions, or added or removed Purchased Assets or Assumed Contracts, with such value being determined by the Debtor in its reasonable discretion following consultation with the Consultation Parties.

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

Selection of Successful Bid

At the conclusion of the Auction, the Debtor, in the exercise of its reasonable business judgment will select (i) the highest or otherwise best bid submitted by a Qualified Bidder during the Auction that the Debtor believes is most beneficial to the Debtor (provided that any such bid (other than a bid of the Stalking Horse Bidder) must include cash in an amount not less than all DIP Obligations (other than contingent indemnity obligations for which no claim has been made or threatened) plus the Bid Protections plus the minimum overbid increment) (the "Successful Bid"), and (ii) at the Debtor's discretion, the next highest or otherwise best bid after the Successful Bid (the "Back-Up Bid"). In selecting the Successful Bid and the Back-Up Bid, if any, the Debtor shall take into account the projected percentage recovery to general unsecured creditors and the certainty of such recovery and whether all administrative, priority and secured claims will be paid in full and may also consider, among other things: (i) any provisions or conditions that may delay closing of the contemplated transaction and the cost to the Debtor caused by such delay; (ii) the liabilities being assumed; (iii) the likelihood of the Qualified Bidder's ability to close its proposed transaction and the timing thereof; (iv) the likely employment of employees over the long term (v) the expected net benefit of the transaction to the Debtor's estate and (vi) any other factors the Debtor may reasonably deem relevant. The Qualified Bidder that submits the Successful Bid will be deemed the "Successful Bidder," and the purchase agreement with respect to such Successful Bid will be deemed the "Successful Bidder Purchase Agreement." The Qualified Bidder (including the Stalking Horse Bidder) that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder." The Successful Bidder and Back-Up Bidder (except for the Stalking Horse Bidder), following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of the cash portion of such Successful Bid or Back-Up Bid, as applicable.

The Auction will close when the Debtor announces that the Auction has concluded and a Successful Bid and, to the extent the Debtor determines, a Back-Up Bid, have been selected. Notwithstanding anything herein to the contrary, the Debtor is authorized, but not required, to

select a Back-Up Bidder and a Back-Up Bid. For the avoidance of doubt, the Debtor will not consider or support any bid for any of the Purchased Assets (whether or not such bid is made by a Qualified Bidder) received after the close of the Auction or, with respect to bids by a Qualified Bidder that is not the Stalking Horse Bidder, that does not include cash in an amount sufficient to pay in full all DIP Obligations (other than contingent indemnity obligations for which no claim has been made or threatened) plus the Bid Protections plus the minimum overbid increment.

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder (including the Stalking Horse Bidder, as applicable) until consummation of the Successful Bid with the Successful Bidder. If the Successful Bidder fails to consummate the Successful Bid within the time set forth therein, the Debtor will be authorized, but not required, to select the Back-Up Bidder, if any, as the new Successful Bidder, and shall proceed to consummate the Successful Bid of the new Successful Bidder.

Within one (1) Business Day after the conclusion of the Auction, the Debtor will file with the Court, serve on the Sale Notice Parties, and cause to be published on the Debtor's claims and noticing agent's website, a notice setting forth the results of the Auction (the "Notice of Auction Results"), which will (i) identify each Successful Bidder and the Backup Bidder; (ii) include a copy of each Successful Bid and the Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and the Backup Bid free of charge from the Debtor's claims and noticing agent's website; and (iii) set forth the deadline to object solely with respect to the conduct of the Auction and/or the Successful Bidder or Backup Bidder (each such objection, a "Supplemental Sale Objection"); and (iv) the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

Implementation of the Sale

The hearing to authorize the sale of the Purchased Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on Thursday, April 10, 2025, at []:___m. (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtor to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Case, a notice of agenda or stated orally on the record at a hearing before the Court. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtor, and the Debtor will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

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

Consultation by the Debtor

Throughout the Sale Process, the Debtor and its advisors will consult with the Consultation Parties as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtor's business judgment.

Consent to Jurisdiction as Condition to Bidding

All Potential Bidders and Qualified Bidders (including the Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) agreed that all proceedings in the Court related to these Bidding Procedures, the Auction, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction are core proceedings as described in 28 U.S.C. § 157; (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction; and (iii) consented to the entry of a final order or judgment by the Court in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating directly to the sale transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

Return of Good Faith Deposit

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

Reservation of Rights

The Debtor reserves the right in its reasonable discretion and subject to the exercise of its business judgment, to alter or modify any Auction rules or procedures, to waive terms and conditions set forth herein with respect to all potential bidders, extend the deadlines set forth herein, alter the assumptions set forth herein, and/or to terminate discussions with any and all prospective acquirers and investors at any time and without specifying the reasons therefor, in each case to the extent not materially inconsistent with these Bidding Procedures, the Bidding Procedures Order, the DIP Order and the Stalking Horse APA; provided that the Debtor shall only be permitted to modify or amend the terms of the Stalking Horse APA with the consent of the Stalking Horse Bidder.

EXHIBIT 2

Cure Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

OMEGA THERAPEUTICS, INC.,¹

Debtor.

Chapter 11

Case No. 25-10211 (BLS)

Re: D.I. ____

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

PLEASE TAKE NOTICE that, on February 17, 2025, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Debtor’s Motion for (I) an Order Pursuant to Sections 105, 363, 364, 365, 503 and 507 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 Debtor’s Assets; (B) Approving the Debtor’s Entry Into Stalking Horse APA and Related Bid Protections; (C) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (D) Scheduling an Auction and Sale Hearing; (E) Approving Forms and Manner of Notice of Respective Dates, Times, and Places In Connection Therewith; and (F) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtor’s Assets Free and Clear of Claims, Liens, and Encumbrances; and (B) Approving the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; and (III) Certain Related Relief [D.I. 51] (the “Sale Motion”)², with the United States Bankruptcy Court for the District of Delaware (the “Court”),*

¹ The Debtor’s federal tax identification number is: 81-3247585. The mailing address for the Debtor is 140 First Street, Suite 501, Cambridge, MA 02141.

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

seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale (the “Sale”) of certain assets (the “Purchased Assets”) free and clear of all liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, to Pioneering Medicines 08-B, Inc. (the “Stalking Horse Bidder”), except as set forth in the Stalking Horse APA and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the “Contracts”) and unexpired leases (the “Leases”) in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that, on [●], 2025, the Court entered an order [D.I. ____] (the “Bidding Procedures Order”), granting certain of the relief sought in the Sale Motion, including, among other things, approving: (a) the bid procedures (the “Bidding Procedures”) for the Sale of the Purchased Assets; and (b) procedures for the designation of the assumption and assignment of the Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge Brendan L. Shannon, United States Bankruptcy Judge, on **Thursday, April 10, 2025, at __: __ .m. (Prevailing Eastern Time)**, in Courtroom #1 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801 to consider approval of the Sale (the “Sale Hearing”). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of this chapter 11 case.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the “**Cure Notice**”) because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with the Debtor as set forth on **Exhibit A** attached hereto (the “**Contract and Lease Schedule**”).³ If the Court enters the Sale Order, the Debtor **may** assume and assign to the Stalking Horse Bidder (or to another Successful Bidder selected at the Auction, if any) or reject the Contract and/or Lease listed on the Contract and Lease Schedule, to which you are a counterparty, either as of the Closing Date or a later date pursuant to the Stalking Horse APA or the Successful Bidder Purchase Agreement, as applicable.

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

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amounts, object to the ability of the Debtor to provide adequate assurance of future performance with respect to the Contract or Lease, or otherwise object to the potential assumption and assignment of the Contract or Lease to the Stalking Horse Bidder or other Successful Bidder, as applicable, you must file with the Court and serve an objection (an “**Objection**”) on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on Thursday, April 3, 2025** (the “**Objection Deadline**”): (a) proposed counsel to the Debtor, Morris, Nichols, Arsht & Tunnell, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19801, Attn:

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

Derek C. Abbott (dabbott@morrisnichols.com), Eric D. Schwartz (eschwartz@morrisnichols.com), Andrew R. Remming (aremming@morrisnichols.com), Daniel B. Butz (dbutz@morrisnichols.com), Jonathan M. Weyand (jweyand@morrisnichols.com), and Luke Brzozowski (lbrzozowski@morrisnichols.com); (b) the Office of the United States Trustee for the District of Delaware: 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (c) proposed counsel to the Official Committee of Unsecured Creditors, Cole Schotz. P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), H.C. Jones, III (hjones@coleschotz.com), and Elazar A. Kosman (ekosman@coleschotz.com); and (d) counsel to Pioneering Medicines 08-B, Inc., Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Kizzy L. Jarashow (kjarashow@goodwinlaw.com), Barry Z. Bazian (bbazian@goodwinlaw.com), and Liza L. Burton (lbarton@goodwinlaw.com), and Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good (kgood@potteranderson.com). All Objections must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (c) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that if and only if the Stalking Horse Bidder is **not** the Successful Bidder for the Purchased Assets, counterparties to the Contracts and Leases shall have until **Monday, April 7, 2025, at 4:00 p.m. (prevailing Eastern Time)** to object to the assumption and assignment of the Contracts and Leases **solely** on the issue of whether the Successful Bidder can provide adequate assurance of further performance as required by section

365 of the Bankruptcy Court. For the avoidance of doubt, if the Stalking Horse Bidder is the Successful Bidder, all adequate assurance Objections must be filed by the Objection Deadline.

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

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

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

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Cure Notice shall not be deemed to be an assumption, rejection, or termination of any of the Contracts and Leases. Moreover, the Debtor explicitly reserves its rights to reject or assume any of the Contracts and Leases pursuant to section 365(a) of the Bankruptcy Code and nothing herein

(a) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of counterparties to the Contracts and Leases against the Debtor that may arise under such Contracts and Leases; (b) creates a postpetition contract or agreement; or (c) elevates to administrative expense priority any claims of counterparties to the Contracts and Leases against the Debtor that may arise under such Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing <https://cases.ra.kroll.com/omega/>.

Dated:
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Draft

Eric D. Schwartz (No. 3134)
Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Daniel B. Butz (No. 4227)
Jonathan M. Weyand (No. 6959)
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jweyand@morrisnichols.com
lbrzozowski@morrisnichols.com

*Proposed Counsel to the Debtor and
Debtor in Possession*

EXHIBIT 3

Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

OMEGA THERAPEUTICS, INC.,¹

Debtor.

Chapter 11

Case No. 25-10211 (BLS)

Re: D.I. ____

**NOTICE OF ASSUMPTION AND ASSIGNMENT OF
UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE that, on [●], 2025, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the *Order (A) Approving the Sale of Substantially All of the Debtor’s Assets Free and Clear of All Liens, Interests, Claims, and Encumbrances; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Certain Related Relief* (the “Sale Order”).²

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Order, the above-captioned debtor and debtor in possession (the “Debtor”) hereby provides this “Notice of Assumption and Assignment of Unexpired Leases and Executory Contracts” (the “Assumption Notice”) ³ of its assumption and assignment, pursuant to the Sale Order, of the unexpired leases (the “Leases”) and executory contracts (the “Contracts”) set forth on **Exhibit A** hereto effective as of the date this Assumption Notice is filed with the Bankruptcy Court. The

¹ The Debtor’s federal tax identification number is: 81-3247585. The mailing address for the Debtor is 140 First Street, Suite 501, Cambridge, MA 02141.

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

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

Debtor is assuming and assigning the Leases and Contracts to [●] (the “Buyer”). As determined by the Bankruptcy Court upon entry of the Sale Order, the Buyer has the financial wherewithal to meet all future obligations under the Leases and Contracts, and demonstrated that it has the ability to comply with the requirements of adequate assurance of future performance under section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, based on its books and records, the Debtor has identified on **Exhibit A** hereto certain Cure Amounts for the Leases and Contracts that have arisen solely following **[●], 2025** (the “Closing”) and that have not otherwise been paid in the ordinary course (the “Additional Cure Amounts”).

PLEASE TAKE FURTHER NOTICE that, should you object to the Additional Cure Amounts set forth in this Assumption Notice, you must file with the Court and serve an objection (an “Objection”) on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on [●], 2025** (the “Objection Deadline”): (a) proposed counsel to the Debtor, Morris, Nichols, Arsht & Tunnell, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Eric D. Schwartz (eschwartz@morrisnichols.com), Andrew R. Remming (aremming@morrisnichols.com), Daniel B. Butz (dbutz@morrisnichols.com), Jonathan M. Weyand (jweyand@morrisnichols.com), and Luke Brzozowski (lbrzozowski@morrisnichols.com); (b) the Office of the United States Trustee for the District of Delaware: 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (c) proposed counsel to the Official Committee of Unsecured Creditors, Cole Schotz. P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), H.C. Jones, III (hjones@coleschotz.com), and Elazar A. Kosman (ekosman@coleschotz.com); and (d) counsel to

Pioneering Medicines 08-B, Inc., Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Kizzy L. Jarashow (kjarashow@goodwinlaw.com), Barry Z. Bazian (bbazian@goodwinlaw.com), and Liza L. Burton (lburton@goodwinlaw.com), and Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good (kgood@potteranderson.com). All Objections must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; and (c) state with specificity any Cure Amounts arising solely following the Closing alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

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

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

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

PLEASE TAKE FURTHER NOTICE that the Debtor hereby reserves all rights to amend, revise or supplement any documents relating to the Sale and/or to be executed, delivered,

assumed and/or performed in connection with the Sale or the Stalking Horse APA or Successful Bidder Purchase Agreement, as applicable, including the Contract and Lease Schedule.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Order and all other documents filed in this case are available for review free of charge by accessing <https://cases.ra.kroll.com/omega/>.

Dated:
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Draft

Eric D. Schwartz (No. 3134)
Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Daniel B. Butz (No. 4227)
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aremming@morrisnichols.com
dbutz@morrisnichols.com
jweyand@morrisnichols.com
lbrzozowski@morrisnichols.com

*Proposed Counsel to the Debtor and
Debtor in Possession*

EXHIBIT 4

Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

OMEGA THERAPEUTICS, INC.,¹

Debtor.

Chapter 11

Case No. 25-10211 (BLS)

Re: D.I. ____

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that, on February 17, 2025, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Debtor’s Motion for (I) an Order Pursuant to Sections 105, 363, 364, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of Debtor; (B) Approving the Debtor’s Entry Into the Stalking Horse APA and Related Bid Protections; (C) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (D) Scheduling the Auction and Sale Hearing; (E) Approving Forms and Manner of Notice of Respective Dates, Times, and Places In Connection Therewith; and (F) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtor’s Assets Free and Clear of Claims, Liens, and Encumbrances; (B) Approving the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; and (III) Certain Related Relief* [D.I. 51] (the “Sale Motion”)², with the United States Bankruptcy Court for the District of Delaware (the “Court”),

¹ The Debtor’s federal tax identification number is: 81-3247585. The mailing address for the Debtor is 140 First Street, Suite 501, Cambridge, MA 02141.

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

seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale (the “Sale”) of certain assets (the “Purchased Assets”) free and clear of all liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, to Pioneering Medicines 08-B, Inc. (the “Stalking Horse Bidder”); and (b) certain procedures for the assumption and assignment of executory contracts (the “Contracts”) and unexpired leases (the “Leases”) in connection with the Sale.

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

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

PLEASE TAKE FURTHER NOTICE that the Debtor is soliciting offers for the purchase of the Purchased Assets and assumption of the Assumed Liabilities (as defined in the Stalking Horse APA) of the Debtor consistent with the bid procedures (the “Bidding Procedures”) approved by the Court by entry of an order on [●], 2025 [D.I._____] (the “Bidding Procedures Order”). The deadline for each Potential Bidder to submit a proposal to purchase the Purchased Assets is **Tuesday, April 1, 2025, at 5:00 p.m. (Prevailing Eastern Time)** (the “Bid Deadline”). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtor receives qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtor will conduct an auction (the “Auction”) of the Purchased Assets on **Thursday, April 3, 2025, at 10:00 a.m. (prevailing Eastern Time)** at the offices of **Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Wilmington, DE 19801** (or virtually, or at any other location as the Debtor may hereafter provide notice of in accordance with the Bidding Procedures and Bidding Procedures Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge Brendan L. Shannon, United States Bankruptcy Judge, on **Thursday, April 10, 2025, at __: __ m. (prevailing Eastern Time)**, in Courtroom #1 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the “Sale Hearing”). The Sale Hearing may be rescheduled or continued from time to time without further

notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of this chapter 11 case.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures or Stalking Horse APA with respect to (a) matters arising under Contracts and Leases following the Closing, or (b) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse APA or to entry of the Sale Order is **Thursday, April 3, 2025, at 4:00 p.m. (Prevailing Eastern Time)** (the “Sale Objection Deadline”). Objections, if any, must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) proposed counsel to the Debtor, Morris, Nichols, Arsht & Tunnell, 1201 N. Market Street, 16th Floor, Wilmington, Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Eric D. Schwartz (eschwartz@morrisnichols.com), Andrew R. Remming (aremming@morrisnichols.com), Daniel B. Butz (dbutz@morrisnichols.com), Jonathan M. Weyand (jweyand@morrisnichols.com), and Luke Brzozowski (lbrzozowski@morrisnichols.com); (b) the Office of the United States Trustee for the District of Delaware: 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (c) proposed counsel to the Official Committee of Unsecured Creditors, Cole Schotz. P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), H.C. Jones, III (hjones@coleschotz.com), and Elazar A. Kosman (ekosman@coleschotz.com); and (d) counsel to

Pioneering Medicines 08-B, Inc., Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Kizzy L. Jarashow (kjarashow@goodwinlaw.com), Barry Z. Bazian (bbazian@goodwinlaw.com), and Liza L. Burton (lburton@goodwinlaw.com), and Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good (kgood@potteranderson.com).

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing <https://cases.ra.kroll.com/omega/>.

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

Dated:
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Draft

Eric D. Schwartz (No. 3134)
Derek C. Abbott (No. 3376)
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*Proposed Counsel to the Debtor and
Debtor in Possession*