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 (___) (Joint Administration Requested)

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

The above-captioned debtors and debtors in possession (the "Debtors") hereby move (this "Motion") this Court for entry of an order, in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"), (a) approving the bidding procedures (the "Bidding Procedures") attached as **Exhibit 1** to the Bidding Procedures Order in connection with the sale of all or substantially all of the Debtors' assets (the "Acquired Assets"); (b) approving various forms and the manner of notice of respective dates, times and places in connection therewith; (c) authorizing the Debtors to enter into and perform under an asset purchase agreement attached hereto as **Exhibit B** (the "Stalking Horse Agreement") between the Debtors and Gingko Bioworks

[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.

Inc. (or its designee) (the "Stalking Horse Bidder"), subject to the solicitation of higher or otherwise better offers for the Debtors' assets (the "Assets"); (d) approving the Bid Protections (defined below) granted to the Stalking Horse Bidder; (e) approving procedures for the assumption and assignment of designated executory contracts and unexpired leases (the "Designation Procedures"); (f) scheduling the auction (the "Auction") and the date and time of the hearing to approve the sale (the "Sale Hearing") of the Acquired Assets and assumption of certain liabilities of the Debtors (the "Assumed Liabilities"); and (g) granting related relief, by which the Debtors will solicit and select the highest or otherwise best offer for the purchase of the Acquired Assets and assumption of the Assumed Liabilities. The Debtors further request that, at the Sale Hearing, the Court (as defined below) enter an order (the "Sale Order"), the proposed form of which is attached hereto as **Exhibit C**, (i) authorizing the Sale of the Acquired Assets (the "Sale") free and clear of all liens, claims, interests and other encumbrances (collectively, "Encumbrances"); (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (iii) granting related relief. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Claire Smith in Support of Chapter 11 Petitions and First Day Relief* (the "First Day Declaration"), filed contemporaneously herewith.

As discussed herein, the Debtors propose the following timeline for conducting the Sale process:

Event	**Deadline**
Deadline for Debtors to File Notice of Proposed Cure Amounts and Adequate Assurance	Three (3) business days after entry of the Bidding Procedures Order
Sale Objection Deadline	December 5, 2023, at 4:00 p.m. (ET)
Bid Deadline	December 5, 2023, at 4:00 p.m. (ET)
Deadline to Designate Qualified Bids	December 8, 2023
Auction	December 13, 2023, at 10:00 a.m. (ET)
Deadline to Serve Notice of Winning Bidder and Cure Notice	One (1) business day after the close of the auction
Deadline to File Supplemental Sale Objection and Objection to Assumption or Cure Amount (If Winning Bidder is Different Than Stalking Horse Bidder)	December 15, 2023, at 4:00 p.m. (ET)
Sale Hearing (tentative)	December 18, 2023

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over these chapter 11 cases and this 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 February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and the Motion is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to Rule 9013-1(f) of the *Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware* (the "Local Rules"), the Debtors consent to the entry of a final order with respect to this Motion if it is later determined

that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory bases for the relief requested in this Motion are sections 105, 363, 364, 365, and 541 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 Local Rules 2002-1 and 6004-1.

BACKGROUND

4. On October 3, 2023 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee has been appointed in these cases.

5. Additional detail regarding the Debtors, their business, the events leading to the commencement of these cases, and the facts and circumstances supporting the relief requested herein is set forth in the First Day Declaration, filed concurrently herewith and incorporated herein by reference.

6. As described in the First Day Declaration, In the first half of 2022, Zymergen's investment banker, Cowen, contacted a number of potentially interested strategic parties. Numerous such parties (including Ginkgo Bioworks Holdings, Inc. ("Ginkgo")) executed confidentiality agreements and received diligence information. Zymergen's management conducted meetings with various parties who expressed interest in submitting a formal proposal to acquire Zymergen and were provided bid process letters. Ultimately, two parties, one of which was Ginkgo, submitted proposals to acquire Zymergen.

7. Concurrently, Zymergen and its advisors conducted a parallel process through which a number of financial parties were contacted regarding a possible carve-out transaction involving the financing and separation of the Zymergen automation business.

8. As a result of this marketing process, and after several months of due diligence, analysis, and discussion, the Zymergen board concluded that it would pursue a sale of the entire company instead of a carve-out transaction.

9. In May 2022, Zymergen received non-binding proposals from Ginkgo and one other party. Zymergen and the two parties exchanged many revised proposals and continued to conduct due diligence. Throughout June and July 2022, Zymergen's board and management continued to meet regularly to discuss all strategic alternatives, and Zymergen simultaneously continued to negotiate with potential purchasers, including Ginkgo. By the end of July, the Zymergen board determined that the merger agreement negotiated with Ginkgo was in the best interests of the company and its stockholders. Specifically, Zymergen's board believed that the merger would result in a leading synthetic biology company with enhanced scale and capabilities that will enable it to better address various execution risks and uncertainties and withstand industry challenges and macroeconomic risks. For Ginkgo, the transaction would lead to the integration of Zymergen's automation, software, and data science tools, along with biological assets to enhance the opportunities of Ginkgo's platform.

10. In the fall of 2022, Zymergen solicited a stockholder vote on the proposed merger. A majority of the company's stockholders voted in favor of the merger, and the merger closed in October 2022. As a result, Zymergen now exists as a wholly owned subsidiary of Ginkgo.

11. Following the merger, Zymergen's business shifted primarily to a services-based business by which it provides support to Ginkgo in its service of customers seeking to use cell engineering to solve challenges across diverse markets, from food and agriculture to pharmaceuticals to industrial and specialty chemicals. To accomplish this, Zymergen continues to utilize its unique and proven synthetic biology technology platform which consists of, among other things, its:

i. metagenomic library with more than 6 billion data points, which is geographically diverse and allows Zymergen to leverage its proprietary diversity for improvements for strain optimization, enzyme improvement, and enzyme discovery;

ii. comprehensive IP portfolio;

iii. data science and software tools;

iv. portfolio of products in development, including in agriculture, drug discovery, electronics, polymers and 3D printing; and

v. state of the art automation system, which provides for the assembly of entire work cells within mere hours or days and is comprised of interconnected devices to enable total lab automation.

12. Despite the significant value of its assets and the merger, however, Zymergen has continued to operate on a cash negative basis notwithstanding that it has taken numerous steps to reduce its operating costs, including reductions in force prior to and following the merger. For example, in the last 14 months alone, Zymergen has terminated 323 positions. Further, among other expenses, Zymergen expends significant amounts in defending against the various litigation matters commenced following its IPO, including an investigation commenced by the SEC.

13. In September 2023, the Debtors hired Intrepid Investment Bankers LLC ("Intrepid") to conduct a thorough marketing process to sell substantially all of the Debtors' assets through a Chapter 11 court supervised sale process. Additionally, the Debtors have engaged in

extensive, good faith and arm's-length negotiations with the Stalking Horse Bidder, ultimately resulting in the Stalking Horse Agreement.

14. The $5,000,000 million going-concern bid submitted by the Stalking Horse Bidder will serve the critical function of setting a "floor" for further competitive bidding. As noted above and as set forth in the Stalking Horse Agreement, the Debtors have agreed to a deal in principle with the Stalking Horse Bidder. The Stalking Horse Agreement is attached hereto as **Exhibit B**.

15. The terms of the stalking horse bid—including the Bid Protections (collectively, the "Stalking Horse Bid") the Debtors seek authority to provide by this Motion—are reasonable and were the product of extensive, good faith, arm's length negotiations between the Debtors, solely through the Debtors' restructuring committee, which is independent and does not include any Ginkgo-related members, and the Stalking Horse Bidder during the period leading up to the Petition Date.

16. The proposed marketing process ensures that the assets will be comprehensively marketed without unduly delaying the progress of these cases. The process contemplated by the Bidding Procedures will leave no doubt that, at the conclusion of that process, the Debtors will have explored all available alternatives and identified the highest or otherwise best offer for their assets.

17. The Debtors believe, in an exercise of their business judgment, that approval of the Stalking Horse Agreement and related Bid Protections, as well as the Bidding Procedures, will set these cases on a positive trajectory and are essential to the Debtors' ability to identify and consummate the sale or restructuring transaction offering the greatest value to their creditors.

Accordingly, the Debtors respectfully submit that the Court should grant the relief requested herein.

THE PROPOSED SALE AND BIDDING PROCEDURES

A. Summary of Key Terms of the Stalking Horse Bid

18. By this Motion, the Debtors are requesting approval of the designation of the Stalking Horse Bidder as the Stalking Horse Bid on the terms provided in the Stalking Horse Agreement, as well as approval of reasonable and customary Bid Protections. Specifically, the Bid Protections consist of an expense reimbursement of up to $250,000 of reasonable and documented out-of-pocket expenses. Given the Debtors' need to maximize the value of the Assets through a timely and efficient marketing and sale process, the ability to designate a Stalking Horse Bid and offer Bid Protections is justified, appropriate and essential.

19. In accordance with Local Rule 6004-1(b), the pertinent terms of the Stalking Horse Agreement are summarized in the following table.[2] The Debtors respectfully submit that all terms of the Stalking Horse Agreement, including those required to be highlighted under Local Rule 6004-1(b), are fair, reasonable, and appropriate under the circumstances in light of the parties' good faith, arm's-length negotiation of the Stalking Horse Bid, the support of the Debtors' key creditor constituencies for the Debtors' entry into such agreement, and the substantial benefits the Debtors and their estates will realize as a result thereof, including the establishment of a baseline price for the Debtors' assets.

Term	Description
Sellers:	Zymergen Inc., Lodo Therapeutics Corporation, enEvolv, Inc., Genesis Acquisition Sub, LLC

[2] This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Stalking Horse Agreement, the latter governs in all respects. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Stalking Horse Agreement.

Stalking Horse Bidder:	Ginkgo Bioworks Inc.
Purchase Price:	$5,000,000 plus the assumption of the Assumed Liabilities
Acquired Assets:	The Acquired Assets are set forth in Section 1.1 of the Stalking Horse Agreement and include, among other things, the Seller Intellectual Property and Licensed IP, machinery, FF&E, and causes of action, including avoidance actions.
Excluded Assets:	The Excluded Assets are set forth in Schedule 1.2(a) of the Stalking Horse Agreement.
Assumed Liabilities:	The Assumed Liabilities are set forth in Section 1.3 of the Stalking Horse Agreement and include, among other things, all liabilities associated with the Acquired Assets and Assigned Contracts after the Closing and all Liabilities relating to the employment or termination of employment of any Transferred Employee, including any related severance obligations.

20. The following chart discloses certain information required to be disclosed pursuant to Local Rule 6004-1(b):[3]

Rule	**Disclosure/Location**
Sale to Insider *Local Bankr. R. 6004-1(b)(iv)(A)*	The Stalking Horse Bidder directly or indirectly owns 100% of the equity in each of the Debtors, and is therefore an insider of the Debtors. To ensure the fairness of the sale process, the Debtors created an independent restructuring committee comprised of an independent director who, in consultation with Debtors' professionals, determined that the Stalking Horse Bidder proposed a fair bid for the assets to be acquired in the Stalking Horse Agreement and that entry into the Stalking Horse Agreement is in the best interests of the estates as it sets a floor price for the Acquired Assets and creates a structure around the purchase of the Debtors' assets. At all times, the Stalking Horse Bidder has been represented by separate counsel and negotiations resulting in entry into the Stalking Horse Agreement have been conducted at arms-length.
Agreements with Management *Local Bankr. R. 6004-1(b)(iv)(B)*	Section 5.5 of the Stalking Horse Agreement provides that the Stalking Horse Bidder will make offers of employment to the individuals on Schedule 5.5 of the Stalking Horse Agreement. The Debtors' Chief Technology Officer and

[3] Undefined terms used in the summary chart shall have the meanings ascribed to them in the Stalking Horse Agreement.

	Vice President of Automation are included as Offer Employees.
Releases *Local Bankr. R. 6004-1(b)(iv)(C)* Sale Order, ¶ 42	Paragraph 42 of the Sale Order includes a release between the Debtors and the Stalking Horse Bidder related to the bankruptcy cases and the Stalking Horse Agreement, but does not release any obligations under the Stalking Horse Agreement.
Private Sale/No Competitive Bidding *Local Bankr. R. 6004-1(b)(iv)(D)*	The Sale to the Stalking Horse Bidder is subject to the Auction and the Bidding Procedures.
Closing and Other Deadlines *Local Bankr. R. 6004-1(b)(iv)(E)* Stalking Horse Agreement, § 2.1	The Debtors' proposed timeline for the sale process in these chapter 11 cases is set forth on page 3, *supra*. Closing of the sale shall occur within two business days following the satisfaction or waiver of the conditions set forth in Article VII of the Stalking Horse Agreement.
Good Faith Deposit *Local Bankr. R. 6004-1(b)(iv)(F)* Stalking Horse Agreement, § 1.6(b)	$500,000
Interim Arrangements with Stalking Horse Bidder *Local Bankr. R. 6004-1(b)(iv)(G)*	The Debtors are not entering into any interim arrangements with the Stalking Horse Bidder.
Use of Proceeds *Local Bankr. R. 6004-1(b)(iv)(H)*	N/A
Tax Exemption *Local Bankr. R. 6004-1(b)(iv)(I)*	N/A
Record Retention *Local Bankr. R. 6004-1(b)(iv)(J)* Stalking Horse Agreement, § 1.1(d)	Section 1.1(d) of the Stalking Horse Agreement provides that the Books and Records are Acquired Assets. The Sellers, however, have the right to retain copies until the completion and winding up of a liquidating trust established pursuant to the Debtors' proposed chapter 11 plan.
Sale of Avoidance Actions *Local Bankr. R. 6004-1(b)(iv)(K)* Stalking Horse Agreement, § 1.1(g)	Section 1.1(g) of the Stalking Horse Agreement provides that Avoidance Actions against the Designated Parties are Acquired Assets, provided, however, that the Purchaser will not pursue or cause to be pursued any Avoidance Actions against any of the Designated Parties other than as a defense (to the extent permitted under applicable Law) against, or to assert a right of setoff or recoupment to, any claim or cause of action raised by such Designated Party.

Successor Liability *Local Bankr. R. 6004-1(b)(iv)(L)* Sale Order, ¶¶ 21 -24	Paragraphs 21-24 of the Sale Order provide that the Stalking Horse Bidder shall have no successor or similar liability.
Sale Free and Clear of Unexpired Leases *Local Bankr. R. 6004-1(b)(iv)(M)*	None.
Credit Bid *Local Bankr. R. 6004-1(b)(iv)(N)*	The Stalking Horse Agreement does not contemplate a credit bid.
Relief from Bankruptcy Rule 6004(h) *Local Bankr. R. 6004-1(b)(iv)(O)*	The Debtors seek a waiver of the 14-day stays under Bankruptcy Rules 6004(d) and 6004(h), as described in more detail below.

B. The Bid Protections

21. To induce the Stalking Horse Bidder to expend the time, energy and resources necessary to negotiate and ultimately execute the Stalking Horse Agreement and to keep the Stalking Horse Bid memorialized therein open and irrevocable through the Debtors' competitive auction process, the Debtors have agreed to provide the Stalking Horse Bidder with, and seek this Court's approval of, certain protections pursuant to the terms of the Stalking Horse Agreement. The Stalking Horse Agreement provides for the reimbursement of the Stalking Horse Bidder's reasonable, documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisors) incurred in connection with Stalking Horse Bidder's evaluation, consideration and negotiation of the Stalking Horse Bid and in connection with the transactions contemplated thereby, up to a maximum amount equal to $250,000 (the "Expense Reimbursement", or the "Bid Protections").

C. Bidding Procedures Order

22. By this Motion, the Debtors seek entry of the Bidding Procedures Order: (i) approving the Bidding Procedures; (ii) approving various forms and the manner of notice of

respective dates, times and places in connection therewith; (iii) approving Gingko Bioworks as the Stalking Horse Bidder and the Bid Protections; (iv) establishing the Designation Procedures; and (v) scheduling the Auction and a Sale Hearing.

(i) The Bidding Procedures

23. To maximize the value of the Acquired Assets for the benefit of the Debtors' estates and stakeholders, the Debtors seek to continue their competitive marketing process by implementing a process for soliciting higher or otherwise better bids than the bid set forth in the Stalking Horse Agreement. Specifically, the Bidding Procedures would provide 63 days between the filing of this Motion and the Bid Deadline, which the Debtors believe will be sufficient to allow potential bidders to conduct diligence and formulate competing bids. On the Petition Date, the Debtors' proposed investment banker, Intrepid will begin the Debtors' marketing process. The Debtors, in consultation with Intrepid and the Debtors' other advisors, entered into the Stalking Horse Agreement to provide a floor for a bid on the Debtors' assets.

24. As described more fully in the Bidding Procedures and the Bidding Procedures Order, the Debtors seek approval to sell the Acquired Assets to a Qualified Bidder, determined in accordance with the Bidding Procedures and Bidding Procedures Order, that makes the highest or otherwise best offer for the Acquired Assets. The Debtors request that competing bids for the Acquired Assets be governed by the Bidding Procedures and Bidding Procedures Order, which provide:

- the requirements a Potential Bidder must satisfy to be entitled to participate in the bidding process and become a Qualified Bidder;
- the requirements for Qualified Bidders to submit bids and the method and criteria by which such bids become Qualified Bids;
- the deadline by which bids must be submitted;

- the procedures for conducting the Auction;
- the assumption and assignment procedures for executory contracts and unexpired leases; and
- various other matters relating to the sale process generally, the Sale Hearing, return of any Good Faith Deposits, and designation of a Back-Up Bidder.

25. Local Rules 6004-1(c)(i)(A) and (B) further provide that a bid procedures motion must highlight "[a]ny provision governing an entity becoming a qualified bidder" and "[a]ny provision governing a bid being a qualified bid." Local Rule 6004-1(c)(i)(A) and (B). The Bidding Procedures provide as follows with respect to qualifying bids[3]:

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

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement");

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

[3] To the extent any inconsistencies exist between the summary provided in this Motion and the actual terms of the Bidding Procedures, the Bidding Procedures shall control. Capitalized terms used but not otherwise defined in connection with this summary shall have the meanings ascribed to such terms in the Bidding Procedures.

Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Potential Bidder in connection with the proposed transaction.

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

c. **Bid Requirements.** To be eligible to participate in the Auction, each Potential Bidder must submit a proposal to purchase the Acquired Assets (a "Bid") which must:

1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement pursuant to a transaction that is no less favorable to the Debtors' estates as the Debtors, in consultation with the Committee, may reasonably determine, than the transactions contemplated in the Stalking Horse Agreement;

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

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Expense Reimbursement, and (iii) the minimum bid increment of $100,000;

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, other than a Bid submitted by the Stalking Horse Bidder, 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 Debtors' consummation of a sale with the Successful Bidder;

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

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

7) provide a commitment to close within [___] days after the Sale Hearing;

8) 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 Agreement;

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

and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;

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

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

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

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

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

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

16) include an agreement to provide any other information reasonably requested by the Debtors; and

17) be received by the Bid Deadline.

d. **Qualified Bidder.** A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with

the Committee, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

26. If the Debtors receive one or more Qualified Bids (in addition to the Stalking Horse Bid), the Debtors will conduct the Auction to determine the highest or otherwise best Qualified Bid with respect to the Acquired Assets. If no Qualified Bids (other than the Stalking Horse Bid) are received by the Bid Deadline, then the Auction shall be cancelled, the Stalking Horse Bidder will be deemed the Successful Bidder, the Stalking Horse Agreement will be the Successful Bid, and, at the Sale Hearing, the Debtors will seek final Court approval of the sale of the Acquired Assets to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement.

27. The Debtors propose that the following procedures govern any Auction:

a. **Baseline Bid**. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtors in their reasonable discretion after consultation with the Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid 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 Debtors reasonably deem relevant to the value of the Qualified Bid to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

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

c. **Participation Requirements.** Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors 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 Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

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

> During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors 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 consideration acceptable to the Debtors in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.
>
> Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtors accept a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid (as defined below). To the extent not previously provided (which will be determined by the Debtors), a Qualified Bidder submitting an Overbid must submit at the Debtors' request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

28. As set forth in more detail in the Bidding Procedures and subject to the conditions provided for therein, at the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select as the Successful Bid the highest or otherwise best bid submitted by a Qualified Bidder during the Auction, and the Debtors may, in their discretion, select a Back-Up Bid as set forth in the Bidding Procedures. The Successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposit so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

(ii) Designation Procedures

29. The Debtors are seeking approval of the Designation Procedures for notifying counterparties to executory contracts and unexpired leases of proposed Cure Amounts (as defined below) and the timing of assumption and assignment or rejection with respect to those executory contracts and unexpired leases (the "Contracts" and "Leases") that the Debtors propose to assume and assign to the Successful Bidder or reject. The following is a summary of the Designation Procedures:

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached as **Exhibit 2** to the Bidding Procedures Order (the "Cure Notice"). The Debtors 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 Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as either assumed or rejected and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract Party, the Debtors will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. The Debtors shall serve by overnight mail (or by electronic mail, if available) no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact

person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee. No later than three (3) days after the Bid Deadline, the Debtors shall serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by each Qualified 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 Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Acquired Assets, counterparties to the Debtors' Contracts and Leases shall have until December 15, 2023, 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 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 applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

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

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing Date pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3** to the Bidding Procedures Order. The Debtors shall serve such Assumption Notice via CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"):

(i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to any official committee appointed in the Debtors' cases, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

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

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

If no permitted objection is timely filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract or Lease shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a permitted objection is timely filed and served on the Assumption

> Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. For the avoidance of doubt, any Contract or Lease set forth in an Assumption Notice that is the subject of a timely permitted objection shall be deemed assumed and assigned prior to resolution of such objection to the cure amount (*i.e.,* as of the date of the filing of the applicable Assumption Notice).

30. 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 (i) shall be forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

(iii) Scheduling and Notice

31. Given the Debtors' marketing efforts to date and the marketing and diligence period to be established by the Bidding Procedures, the proposed timeline is sufficient to complete a fair and open sale process that will maximize the value received for the Debtors' assets. The most likely interested bidders are among those who previously indicated interest and had access to the data room, and the opportunity to perform due diligence. Thus, these potential bidders need a shorter length of time for due diligence to submit competing bids. If new bidders

emerge, the proposed timeline will provide them with sufficient time to perform due diligence given that the process is well understood at this juncture. Thus, the schedule is sufficient, while respecting the necessity to consummate the Sale as quickly as possible to maximize the value received for the Debtors' assets.

32. **Notice of Sale Hearing**. Within three (3) days of the entry of the Bidding Procedures Order, or as soon thereafter as practicable, the Debtors shall cause to be served, by first-class mail, postage prepaid, a sale notice (the "Sale Notice") setting forth, among other things, the dates established for submission of Qualified Bids, the Auction and the Sale Hearing, substantially in the form attached to the Bidding Procedures Order as **Exhibit 4**, upon: (a) the United States Trustee for the District of Delaware (b) all known material creditors of the Debtors, including contingent, unliquidated and disputed creditors, as well as each creditor listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, (c) any official committee appointed in the Debtors' cases; (d) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (e) applicable federal, state, county and city tax and regulatory authorities; (f) all entities known to have expressed a written interest in a transaction with respect to the Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (g) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (h) each counterparty to the Debtors' Contracts and Leases; and (i) all parties requesting notice pursuant to Bankruptcy Rule 2002 (collectively, the "Sale Notice Parties").

33. **Post-Auction Supplement**. Following the Auction, the Debtors will promptly file with the Court a supplement (the "Supplement") that will inform the Court of the

results of the Auction. The Supplement will identify, among other things, (i) the Successful Bidder as the proposed purchaser of the Acquired Assets, (ii) the amount and form of consideration to be paid by the Successful Bidder for the Acquired Assets, (iii) the Assumed Liabilities to be assumed by the Successful Bidder, (iv) the Contracts and Leases that may be assumed by the Debtors and assigned to the Successful Bidder, or the Debtors' rights and interests therein sold and transferred to the Successful Bidder, as the case may be, in connection with the Sale, and (v) the executory contracts or unexpired leases designated to be rejected by the Debtors in connection with the Sale. The Supplement will also include similar information relating to the Back-Up Bidder and the Back-Up Bid. In addition, the Debtors will file as soon as practicable (i) any revised proposed Sale Order approving the Sale to the Successful Bidder, (ii) a copy of the purchase agreement entered into by the Debtors and the Successful Bidder following the Auction, and (iii) any additional information or documentation relevant to the Successful Bid. The Debtors will file the Supplement on the docket for the chapter 11 cases as promptly as is reasonably practicable prior to the Sale Hearing, but will not be required to serve the same on any parties-in-interest in the chapter 11 cases.

B. Sale Order

34. The Debtors request that this Court set the Sale Hearing for a date that is not later than December 18, 2023. At the Sale Hearing, the Debtors intend to seek entry of the Sale Order approving the Sale free and clear of all Encumbrances to the fullest extent possible pursuant to Bankruptcy Code section 363(f), including without limitation, successor liability or similar theories (except for those Assumed Liabilities and obligations expressly assumed by the Successful Bidder) and providing that the Successful Bidder will be protected from liability for any claims owed by the Debtors. In addition, the Sale Order will have findings that the Sale is not

a fraudulent conveyance. The Bidding Procedures provide proper and adequate notice for these and the other terms and conditions of the bidding, Auction and Sale processes.

BASIS FOR RELIEF REQUESTED

A. Approval of the Sale is Warranted Under Bankruptcy Code Section 363(b), and the Bidding Procedures, Including Entry Into the Stalking Horse Agreement, are Appropriate and in the Best Interests of the Debtors' Estates and Creditors.

35. Section 363(b)(1) of the Bankruptcy Code provides that, "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate . . . ." 11 U.S.C. § 363(b)(1). Bankruptcy Code section 105(a) further provides, in relevant part, that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105.

36. A debtor should be authorized to sell assets out of the ordinary course of business pursuant to Bankruptcy Code section 363 if it demonstrates a sound business purpose for doing so. *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (finding that a court should approve a debtor's use of assets outside ordinary course of business if debtor can demonstrate a sound business justification for proposed transaction); *see also In re Montgomery Ward Holding Corp.*, 242 B.R 147, 154 (Bankr. D. Del. 1999) (finding that the debtor's sound business purpose justified its sale of the assets outside of the ordinary course of business).

37. Indeed, the paramount goal of a chapter 11 process is to maximize the proceeds received by the estate. *See Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564–65 (8th Cir. 1997) ("[A] primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand."); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 149 (3d Cir. 1986) (noting the fairness and reasonableness of prices); *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) ("It is a well-established principle of bankruptcy law that the . . . debtor's

duty . . . is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting *Cello Bag Co. v. Champion Intl Corp. (In re Atlanta Packaging Prods., Inc.)*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988)); *In re Summit Global Logistics, Inc.*, No. 08-11566, 2008 WL 819934, at *14 (Bankr. D.N.J. Mar. 26, 2008) (describing a proposed transaction as one that "maximize[d] value and return to interested parties."). To that end, courts have recognized that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate of a debtor and therefore are appropriate. *See Integrated*, 147 B.R. at 659 (providing that such procedures "encourage bidding . . . to maximize the value of the debtor's assets."); *In re Fin. News Network Inc.*, 126 B.R. 152, 156 (S.D.N.Y. 1991) ("[C]ourt-imposed rules for the disposition of assets [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estate.").

38. With this in mind, courts defer to a debtor's business judgment in the context of bidding and auction procedures. *See In re Trans World Airlines Inc.*, No. 01-0056, 2001 WL 1820326, at *10 (Bankr. D. Del. Apr. 2, 2001) ("It is not the function of a bankruptcy court to independently exercise a business judgment as to which proposal among competing proposals should be adopted by the debtor in effecting a § 363(b) sale.").

39. In exercising their fiduciary duties and in the sound exercise of the Debtors' business judgment, the Debtors have determined that the Bidding Procedures, including entry into the Stalking Horse Agreement, are the most appropriate method for encouraging competing bids that will maximize creditor recoveries and that will ensure the value received for their assets is the highest and best the market can generate.

40. The Bidding Procedures provide a framework to facilitate and entertain bids for the Acquired Assets and, if such bids are received, to conduct an Auction in an orderly yet

competitive fashion, thereby encouraging bids that maximize the value realized from a sale of the Acquired Assets. In particular, the Bidding Procedures contemplate an open and fair auction process with minimum barriers to entry and provide Potential Bidders with sufficient time to perform due diligence, many of whom will have likely performed due diligence in the very recent past, and acquire the information necessary to submit a timely and well-informed bid. *See In re Federal Mogul*, 293 B.R. 124, at 126.

41. The Bidding Procedures provide the Debtors with an adequate opportunity to consider competing bids and select the highest and best offer for the purchase of substantially all the Debtors' assets. The Debtors therefore believe that submitting the purchase of their assets to a market-based test will ensure maximum recovery for all stakeholders. Accordingly, the Debtors and their stakeholders can be assured that the consideration obtained will be fair and reasonable and at or above market. *In re Summit Global Logistics*, 2008 WL 819934, at *14.

42. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will (i) notify all Potential Bidders and the Court in writing that (a) the Auction is cancelled and (b) the Stalking Horse Bid is the Successful Bid, and (ii) seek authority at the Sale Hearing to consummate the Sale transactions with the Stalking Horse Bidder contemplated by its Stalking Horse Agreement.

43. Similar bidding, auction and notice procedures have been previously approved by this Court in other chapter 11 cases. *See, e.g.*, *In re Tuscany Int'l Holdings (U.S.A.) LTD.*, Case No. 14-10193 (KG) (Bankr. D. Del. Mar. 21, 2014); *In re Oncure Holdings, Inc.*, Case No. 13-11540 (KG) (Bankr. D. Del. July 24, 2013); *In re Protostar Ltd.*, Case No. 09-12659 (MFW) (Bankr. D. Del. Aug. 24, 2009); *In re Midway Games Inc.*, Case No. 09-10465 (KG) (Bankr. D. Del. June 3, 2009); *In re Intermet Corp.*, Case No. 08-11859 (KG) (Bankr. D. Del. May

12, 2009); *In re VI Acquisition Corp.*, Case No. 08-10623 (KG) (Bankr. D. Del. Oct. 17, 2008); *In re Linens Holding Co.*, Case No. 08-10832 (CSS) (Bankr. D. Del. May 13, 2008); *In re Global Home Products LLC*, Case No. 06-10340 (KG) (Bankr. D. Del. May 4, 2006); *In re Russell-Stanley Holdings, Inc.*, Case No. 05-12339 (MFW) (Bankr. D. Del. Sept. 9, 2005); *In re Ultimate Elecs., Inc.*, Case No. 05-10104 (PJW) (Bankr. D. Del. Mar. 24, 2005).

44. In sum, the Debtors believe that the proposed Bidding Procedures, including entry into the Stalking Horse Agreement, create an appropriate framework for expeditiously establishing that the Debtors are receiving the best and highest offer for the Acquired Assets. Accordingly, the proposed Bidding Procedures and the Stalking Horse Agreement are reasonable, appropriate, and within the Debtors' sound business judgment under the circumstances.

B. Approval of the Bid Protections is Appropriate.

45. The Debtors believe that the Bid Protections are fair and reasonable under the circumstances. The Bid Protections provided for in the Stalking Horse Agreement were negotiated at arms' length and in good faith and were a necessary inducement to Stalking Horse Bidder's participation in the proposed sale transaction and willingness to subject its bid to a competitive auction process. As discussed below, the Stalking Horse Bid sets a "floor" value for the Assets that maximizes the likelihood that the Debtors will receive the highest or otherwise best offer for the Assets to the benefit of the Debtors' estates.

46. Approval of the Bid Protections is governed by standards for determining the appropriateness of bid protections in the bankruptcy context. Courts have identified at least two (2) instances in which bid protections may benefit the estate. First, an expense reimbursement may be necessary to preserve the value of a debtor's estate if assurance of the fee "promote[s] more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *In re O'Brien Envtl. Energy, Inc.*, 181 F.3d at

533. Second, if the availability of expense reimbursements were to induce a bidder to research the value of the debtor and convert the value to a dollar figure on which other bidders can rely, the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth. *See id.*; *see also In re Reliant Energy Channel View LP*, 594 F.3d 200, 206-08 (3d Cir. 2010) (reasoning that a break-up fee should be approved if it is necessary to entice a party to make the first bid or if it would induce a stalking horse bidder to remain committed to a purchase).

47. In *O'Brien*, the Third Circuit reviewed the following nine (9) factors set forth by the lower court as relevant in deciding whether to award bid protections:

a. the presence of self-dealing or manipulation in negotiating the break-up fee;
b. whether the fee harms, rather than encourages, bidding;
c. the reasonableness of the break-up fee relative to the purchase price;
d. whether the unsuccessful bidder placed the estate property in a "sale configuration mode" to attract other bidders to the auction;
e. the ability of the request for a break-up fee to serve to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders or attract additional bidders;
f. the correlation of the fee to a maximum value of the debtor's estate;
g. the support of the principal secured creditors and creditors' committees of the break-up fee;
h. the benefits of the safeguards to the debtor's estate; and
i. the substantial adverse impact of the break-up fee on unsecured creditors, where such creditors are in opposition to the break-up fee.

See In re O'Brien Envtl. Energy, Inc., 181 F.3d at 536.

48. While none of the factors is dispositive, an application of the facts to several of such factors supports the approval of the Bid Protections. In particular, the Bid Protections are

necessary to preserve the value of the Debtors' estates because they will enable the Debtors to establish an adequate floor value for the Assets and to therefore insist that competing bids be materially higher or otherwise better than the Stalking Horse Bid—a clear benefit to the Debtors' estates. The Stalking Horse Bidder would not agree to act as a stalking horse without the Bid Protections given the substantial time and expense it has incurred in connection with negotiating definitive documentation and the risk that it will be outbid at the Auction. Without the Bid Protections, the Debtors might lose the opportunity to obtain the highest or otherwise best offer for the Assets and would certainly lose the downside protection that will be afforded by the existence of the Stalking Horse Bidder. The bid of the Stalking Horse Bidder sends a message to all potential bidders that the Assets are at least worth the Purchase Price and puts pressure on potential competing bidders to "put their best foot forward" in formulating their bids. Therefore, without the benefit of the bid of the Stalking Horse Bidder, the bids received at auction for the Assets could be substantially lower than the bid offered by the Stalking Horse Bidder.

49. In addition, the Bid Protections were the product of hard-fought negotiations between the Debtors, their key creditor constituencies, and the Stalking Horse Bidder, in which the Debtors sought to both minimize the magnitude of Bid Protections payable and limit the circumstances under which they are payable. The resulting Bid Protections – consisting of the Expense Reimbursement – fall within the range of stalking horse bid protections approved in this District and others. See *In re Bumble Bee Parent, Inc.*, Case No. 19-12502 (LSS) (Bankr. D. Del. 2019) (approving expense reimbursement of up to $2.5 million); *In re Bostwick Laboratories, Inc.*, Case No. 17-10570 (BLS) (Bankr. D. Del. 2017) (approving expense reimbursement of up to 2.3% of approximate $6.5 million purchase price); *In re PGHC Holdings, Inc.*, Case No. 18-12537

(MFW) (Bankr. D. Del. 2018) (approving expense reimbursement equal to 1% of $20 million purchase price).

50. Finally, payment of the Bid Protections in the context of a sale to another purchaser will not diminish the Debtors' estates to the extent they become payable, as the Bidding Procedures require that any competing bid must exceed the Stalking Horse Bid by an amount in excess of the Expense Reimbursement. Accordingly, based on the foregoing, the Debtors submit that the Bid Protections reflect a sound business purpose, are fair and appropriate under the circumstances, and should be approved.

C. The Acquired Assets Should be Sold Free and Clear of Claims, Liens and Encumbrances Under 11 U.S.C. § 363(1).

51. In the interest of attracting the best offers, the Debtors request authorization to sell the Acquired Assets free and clear of any and all liens, claims, encumbrances, and other interests in accordance with section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, and other interests attaching to the proceeds of the sale of the Acquired Assets and distributed as provided for in a further order of the Court.

52. Under section 363(f) of the Bankruptcy Code, a debtor may sell estate property free and clear of liens, claims, encumbrances, and other interests if one of the following conditions is satisfied:

> i. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
>
> ii. such entity consents;
>
> iii. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> iv. such interest is in bona fide dispute; or
>
> v. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is written in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Acquired Assets "free and clear" of liens, claims, encumbrances, and other interests. *See, e.g.*, *In re Dura Automotive Sys., Inc.,* 2007 WL 7728109, at *6 n.32 (Bankr. D. Del. Aug. 15, 2007).

53. Furthermore, section 105(a) of the Bankruptcy Code grants the Court broad discretionary powers, providing that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). This equitable power may be utilized to effectuate the provisions of section 363(f). *See, e.g., In re Trans World Airlines, Inc*., 2001 WL 1820325, at *6–7 (Bankr. D. Del. Mar. 27, 2001) (highlighting bankruptcy courts' equitable authority to authorize sale of estate assets free and clear).

54. The Debtors will present evidence at the Sale Hearing that the Sale satisfies the requirements of section 363(f). Accordingly, the Debtors request authorization to sell the Acquired Assets free and clear of all liens, claims, encumbrances, and other interests.

D. A Successful Bidder Should be Entitled to the Protections of Bankruptcy Code Section 363(m).

55. Pursuant to section 363(m) of the Bankruptcy Code, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *See In re Abbotts Dairies of Penn.*, 788 F.2d at 147; *Miami Ctr. Ltd. P'ship v. Bank of New York*, 838 F.2d 1547, 1554 (11th Cir. 1988); *In re Mark Bell Furniture Warehouse, Inc*., 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp*., Case No. 03-51524, 2007 WL 1428477 (Bankr. D.N.J. May 11, 2007); *In re Temtechco, Inc*., 1998 WL 887256, at *4 (D. Del. 1998).

56. As noted above, any Asset Purchase Agreement executed by a Successful Bidder (including the Stalking Horse Agreement) will have been negotiated at arm's-length and in good faith in accordance with the Bidding Procedures, with each of the parties represented by its own advisors and counsel. Accordingly, the Debtors request that the Sale Order include a provision that any Successful Bidder for the Acquired Assets is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code. The Debtors maintain that providing the Successful Bidder with such protection will ensure that the maximum price will be received by the Debtors for the Acquired Assets.

E. Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Should be Authorized.

57. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). A debtor may assume or reject an executory contract or unexpired lease if its reasonable business judgment supports assumption or rejection. *See, In re Stable Mews Assoc., Inc*., 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984); *see also Grp. of Institutional Investors v. Chicago M. St. P. & P.R.R. Co*., 318 U.S. 523 (1943); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp*., 872 F.2d 36, 39-40 (3d Cir. 1989). The business judgment test "requires only that the trustee [or debtor in possession] demonstrate that [assumption or] rejection of the contract will benefit the estate." *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (quoting *Stable Mews*). Any more exacting scrutiny would slow the administration of a debtor's estate and increase costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank, N.A*., 762 F.2d 1303, 1311 (5th Cir. 1985).

58. Pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must "cure, or provide adequate assurance that the debtor will promptly cure," any default which is required to be cured, including compensating or providing adequate assurance of prompt compensation for any "actual pecuniary loss" relating to such default. 11 U.S.C. § 365(b)(1). The Designation Procedures, as set forth in greater detail in the Bidding Procedures Order, are appropriate and reasonably tailored to provide counterparties to executory contracts and unexpired leases with adequate notice of the proposed assumption and assignment of their contracts and leases, as well as proposed cure amounts, if any. Such counterparties will then be given an opportunity to object to such cure amounts and assumption and assignment of their contracts and leases. The Designation Procedures further provide that, in the event an objection is not resolved, the Court will determine the disputed issues. Therefore, the Debtors submit that implementation of the Designation Procedures is appropriate under the facts and circumstances of the chapter 11 cases and the proposed Sale.

59. Once an executory contract is assumed, the trustee or debtor in possession may elect to assign such contract. *See In re Rickel Home Centers, Inc*., 209 F.3d 291, 299 (3d Cir. 2000) ("The Code generally favors free assignability as a means to maximize the value of the debtor's estate."); *see also In re Headquarters Dodge, Inc*., 13 F.3d 674, 682 (3d Cir. 1994) (noting that the purpose of section 365(f) is to assist a trustee in realizing the full value of the debtor's assets). Section 365(f) of the Bankruptcy Code provides that the "trustee may assign an executory contract . . . only if the trustee assumes such contract . . . and adequate assurance of future performance is provided." 11 U.S.C. § 365(f)(2). The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R.

524, 538 (Bankr. D.N.J. 1989); *see also In re Natco Indus., Inc*., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned.

60. The Debtors submit that the assumption and assignment of executory contracts and unexpired leases to the Contract Party or other Successful Bidder (as applicable), as of the Closing Date is necessary to the consummation of the Sale and is well within the Debtors' sound business judgment. Those contracts and leases are essential to inducing the highest or otherwise best offer for the Acquired Assets because they are necessary to run the Debtors' business. It is unlikely that any purchaser would want to acquire any company on a going-concern basis unless a significant number of the contracts and leases needed to conduct the business and manage the day-to-day operations are included in the transaction. In addition, the Stalking Horse Agreement and Sale Order provide that the Stalking Horse Bidder will have (i) cured and/or provided adequate assurance of cure of any default required to be cured and existing prior to the assumption and assignment; and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from such default.

61. Counterparties to the Debtors' executory contracts and unexpired leases will be provided with a Cure Notice and will have an opportunity to object to the potential assumption and assignment of their contracts and leases prior to the entry of the Sale Order. The Debtors propose that any counterparty that fails to object to the proposed assumption and assignment of its contract or lease will be deemed to consent to that assumption and assignment

pursuant to section 365 of the Bankruptcy Code on the terms set forth in the proposed Bidding Procedures Order and Sale Order, and to the cure amounts identified in the Cure Notice. *See*, *e.g.*, *In re Tabone, Inc.*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (holding that creditor was deemed to have consented to sale by not objecting to sale motion).

62. Accordingly, the Debtors submit that the assumption and assignment to the Stalking Horse Bidder or other Successful Bidder of the Debtors' contracts and leases should be approved as an exercise of the Debtors' sound business judgment.

E. The Proposed Notice is Appropriate Under Bankruptcy Rule 2002.

47. The notices contemplated by the Bidding Procedures give notice of the proposed Sale including a disclosure of the time and place of an Auction, the terms and conditions of the Sale, and the deadline for filing any objections. The Debtors submit that the notice procedures comply with Bankruptcy Rule 2002 and include information regarding the Bidding Procedures necessary to enable interested bidders to participate in the Auction, and constitute good and adequate notice of the Bidding Procedures and the other components of the Auction. Therefore, the Debtors respectfully request this Court approve the proposed notice procedures.

F. Relief from Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

48. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). To preserve the value of the Debtors' estates and limit the costs of administering and preserving the Acquired Assets, it is critical that the Debtors close the sale of the Acquired Assets as soon as possible after all closing conditions have been met or waived. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay periods under Bankruptcy Rules 6004(h) and 6006(d).

NOTICE

49. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) each of the Debtors' creditors holding the thirty (30) largest unsecured claims as set forth in the list filed with the Debtors' petitions; (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Department of Justice; (f) entities known to have expressed a bona fide interest in a transaction with respect to the Acquired Assets; (g) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Acquired Assets; (h) all federal, state and local environmental, regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; and (i) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested in this Motion, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors request this Court to enter the Bidding Procedures Order, the Sale Order and further relief as the Court may deem just and appropriate.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Matthew O. Talmo

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Bidding Procedures Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtors' estates and creditors. The Bidding Procedures and all such steps and expenses incurred by the Debtors 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 Debtors pursuant to section 363(b) of the Bankruptcy Code.

G. The Stalking Horse Agreement was entered into in good faith by the Debtors 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 Debtors have demonstrated compelling and sound business justifications for entering into the Stalking Horse Agreement and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

I. The sale of the Acquired Assets as contemplated in the Stalking Horse Agreement is in the best interests of the Debtors' estates, their creditors and all other parties in interest, and represents a reasonable exercise of the Debtors' 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: (i) the date, time and place of the Auction (if one is held), (ii) the Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale motion and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors and (viii) notice of the proposed assumption and assignment of Contracts and Leases to either an affiliate of the Stalking Horse Bidder or an affiliate of any designee of the Stalking Horse Bidder (such party, the "Contract Party") pursuant to the Stalking Horse Agreement (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed Sale shall be required.

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

or Lease will be assumed and assigned, and all rights of the Debtors with respect to such Contracts and Leases are reserved.

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 Debtors' estates, their creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

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

The Bidding Procedures

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

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

b. **Auction**: **December 13, 2023 at 10:00 a.m. (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, Wilmington, DE 19801; provided, however, that the Debtors, in their discretion, shall have the right to hold the Auction at another place or virtually, with instructions for Qualified Bidders to participate to be provided prior to the Auction, with notice to all Qualified Bidders 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 Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek final approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Agreement.

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

Approval of Debtors' Entry into the Stalking Horse Agreement

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

9. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers for the Acquired Assets (as defined in the Stalking Horse Agreement) and entry of the Sale Order.

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

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 Agreement 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 Agreement 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 Agreement 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. The Expense Reimbursement (as defined in the Stalking Horse Agreement, and collectively, the "Bid Protections") is approved in its entirety. The obligation of the Debtors

to pay the Bid Protections shall (i) be subject to the terms of the Stalking Horse Agreement, (ii) be the joint and several obligation of the Debtors, (iii) constitute an administrative expense of the Debtors 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, and (iv) survive the termination of the Stalking Horse Agreement, or dismissal or conversion of the Bankruptcy Case.

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

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

Hearing and Objection Deadline

16. The Sale Hearing shall take place in this Court on **December 18, 2023 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 these Cases or a notice of agenda. Any obligations of the Debtors set forth in the Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and/or entry of the Sale

Order pursuant to the Stalking Horse Agreement 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 Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Contract Party, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, **must**: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline, as applicable, by the following parties (the "Notice Parties"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

Sale Notice and Related Relief

18. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is hereby approved. Within three (3) days of the entry of this Order, the Debtors shall cause the Sale Notice to be served upon: (a) the United States Trustee for the District of Delaware; (b) the creditors listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, or any official committee appointed in the Debtors' cases; (c) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (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 Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (f) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (g) each counterparty to the Debtors' Contracts and Leases; and (h) all parties requesting notice pursuant to Bankruptcy Rule 2002.

Designation and Assumption Procedures

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

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

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached as **Exhibit 2** to the Bidding Procedures Order (the "Cure Notice"). The Debtors 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 Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as either assumed or rejected and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract Party, the Debtors will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. [The Debtors shall serve by overnight mail (or by electronic mail, if available) no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee.] No later than three (3) days after the Bid Deadline, the Debtors shall serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by each Qualified 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 Notice Parties before the Sale Objection Deadline.

Promptly following the Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Acquired Assets, counterparties to the Debtors' Contracts and Leases shall have until December 15, 2023, 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 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 applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

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

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing Date pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3** to the Bidding Procedures Order. The Debtors shall serve such Assumption Notice via

CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"):

(i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to any official committee appointed in the Debtors' cases, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

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

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

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

21. 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 (i) shall be

forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

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

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

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

Other Relief Granted

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

26. The Stalking Horse Bidder has standing to enforce the terms of this Order and the Debtors' pre-closing obligations under the Stalking Horse Agreement, 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.

27. The requirements set forth in Local Rule 9013-1 are satisfied by the contents of the Motion.

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.

EXHIBIT 1 To Bidding Procedures Order

Bidding Procedures

BIDDING PROCEDURES

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

The Stalking Horse Agreement 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 $250,000 (the "Expense Reimbursement"), and together with all other bid protections provided under the Stalking Horse Agreement (the "Bid Protections"), in each case, on the terms and conditions set forth in the Stalking Horse Agreement.

On [●], 2023, the Court entered the "*Order (A) Authorizing and Approving Bidding Procedures, (B) Authorizing and Approving the Debtors' Entry Into the Stalking Horse Agreement, (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 Debtors to perform their pre-closing obligations under the Stalking Horse Agreement and (ii) approved these bidding procedures set forth herein (the "Bidding Procedures") governing the submission of competing proposals to purchase the Acquired Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Acquired Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof, subject to the Debtors' selection in their reasonable discretion, after consultation with any official committee appointed in the Debtors' cases (the "Committee"), of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

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

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

King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); and (d) counsel to the Committee.

Participation Requirements

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

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement");

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

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

Due Diligence

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

and all information provided by the Debtors prior to such time shall be returned to the Debtors or destroyed in accordance with the terms of the applicable Confidentiality Agreement.

Bid Requirements

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

1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement pursuant to a transaction that is no less favorable to the Debtors' estates as the Debtors, in consultation with the Committee, may reasonably determine, than the transactions contemplated in the Stalking Horse Agreement;

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

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Expense Reimbursement, and (iii) the minimum bid increment of $100,000;

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, other than a Bid submitted by the Stalking Horse Bidder, 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 Debtors' consummation of a sale with the Successful Bidder;

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

6) include a list which specifies in detail which of the Debtors' unexpired leases and executory contracts are to be assumed by the Debtors and

assigned to the Potential Bidder in connection with the consummation of the proposed transaction;

7) provide a commitment to close within [___] days after the Sale Hearing;

8) 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 Agreement;

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

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

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

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

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

complete terms of any such sponsorship, participation, financing or benefit;

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

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

16) include an agreement to provide any other information reasonably requested by the Debtors; and

17) be received by the Bid Deadline.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with the Committee, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

"As Is, Where Is"

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

Auction

Baseline Bid. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtors in their reasonable discretion after consultation with the

Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid 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 Debtors reasonably deem relevant to the value of the Qualified Bid to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

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

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

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors 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 Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

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

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors 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 consideration acceptable to the Debtors in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.

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

Selection of Successful Bid

At the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select (i) the highest or otherwise best bid submitted by a Qualified Bidder during the Auction that the Debtors believe is most beneficial to the Debtors (the "Successful Bid"), and (ii) at the Debtors' discretion, the next highest or otherwise best bid after the Successful Bid (the "Back-Up Bid"); *provided* that the Stalking Horse may only be selected as the Back-Up Bid with the consent of the Stalking Horse Bidder (which consent may be withheld in the Stalking Horse Bidder's sole discretion). In selecting the Successful Bid and the Back-Up Bid, if any, the Debtors shall take into account the projected percentage recovery to general unsecured creditors and the certainty of such recovery and whether all administrative, priority and secured claims will be paid in full and may also consider, among other things: (i) the number, type and nature of any changes to the Stalking Horse Agreement which may delay closing of the contemplated transaction and the cost to the Debtors of such modifications or 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 Debtors' estates and (vi) any other factors the Debtors 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 that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder." The successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

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

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until 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 Debtors 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.

Implementation of the Sale

The hearing to authorize the sale of the Acquired Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtors to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Cases, a notice of agenda or stated orally on the record at a hearing before the Court. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtors, and the Debtors will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

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

Consent to Jurisdiction as Condition to Bidding

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

Return of Good Faith Deposit

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

Reservation of Rights

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

EXHIBIT 2 To Bidding Procedures Order

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [●], United States Bankruptcy Judge, on **December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801 to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the "Cure Notice") because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with one or more of the Debtors as set forth on Exhibit A

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

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

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amounts, object to the ability of the Debtors 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 December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and

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

Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that if and only if the Stalking Horse Bidder is **not** the Successful Bidder for the Acquired Assets, counterparties to the Contracts and Leases shall have until the Sale Hearing 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 Debtors in this Cure Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the

Bankruptcy Code or otherwise from the Debtors or their estates (except, to the extent applicable, with respect to matters arising after the Closing and that are not otherwise paid in the ordinary course).

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

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

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

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

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

EXHIBIT 3 To Bidding Procedures Order

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF ASSUMPTION AND ASSIGNMENT OF
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

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

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Order, the above-captioned debtors and debtors in possession (the "Debtors") hereby provide this "Notice of Assumption and Assignment of Unexpired Leases and Executory Contracts" (the "Assumption Notice")[3] of their 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 Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

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

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

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

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

PLEASE TAKE FURTHER NOTICE that, should you object to the Additional Cure Amounts set forth in this Assumption Notice, you must file with the Court and serve an objection (an "Objection") on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley

(bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; and (iii) state with specificity any cure amounts arising solely following the Closing alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

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

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

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

PLEASE TAKE FURTHER NOTICE that copies of the Sale Order and all other documents filed in these cases are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

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

EXHIBIT 4 To Bidding Procedures Order

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

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

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

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

the sale (the "Sale") of certain assets (the "Acquired Assets"), to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

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

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

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) of the Debtors consistent with the bid procedures (the "Bidding

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [_____], United States Bankruptcy Judge, on **December 18, 2023 (prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures or Stalking Horse Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, must: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order

(and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

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: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

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

EXHIBIT B

Form of Stalking Horse Agreement

EXECUTION VERSION
CONFIDENTIAL

ASSET PURCHASE AGREEMENT

BETWEEN

GINKGO BIOWORKS, INC.

AND

ZYMERGEN INC.

LODO THERAPEUTICS CORPORATION

ENEVOLV, INC.

GENESIS ACQUISITION SUB LLC

DATED AS OF OCTOBER 3, 2023

Table of Contents

Page

ARTICLE I

THE ACQUISITION

Section 1.1 Acquired Assets 2
Section 1.2 Excluded Assets 4
Section 1.3 Assumed Liabilities 4
Section 1.4 Excluded Liabilities 4
Section 1.5 Assignment of Assigned Contracts 5
Section 1.6 Purchase Price 8
Section 1.7 Withholding 9
Section 1.8 Purchase Price Allocation 9
Section 1.9 Designated Purchaser(s) 10

ARTICLE II

THE CLOSING

Section 2.1 Closing 10
Section 2.2 Deliveries at the Closing 11

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Section 3.1 Organization and Qualification 12
Section 3.2 Authority of the Sellers and Binding Effect 12
Section 3.3 Consents and Approvals 13
Section 3.4 No Violations 13
Section 3.5 Title to Property 14
Section 3.6 Brokers or Finders 14
Section 3.7 Litigation 14
Section 3.8 Intellectual Property Rights 14
Section 3.9 Data Privacy; IT Assets 15
Section 3.10 Leases 15
Section 3.11 Assigned Contracts 15
Section 3.12 Compliance with Laws; Permits 16
Section 3.13 Employee Benefit Matters. 16
Section 3.14 Taxes. 16
Section 3.15 Labor Matters 17
Section 3.16 No Other Representations 17

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.1 Qualification; Organization 18
Section 4.2 Authority of the Purchaser and Binding Effect....18
Section 4.3 Consents and Approvals 18
Section 4.4 No Violations....18
Section 4.5 Brokers or Finders....19
Section 4.6 No Other Representations....19

ARTICLE V

COVENANTS

Section 5.1 Conduct of the Business Pending the Closing 19
Section 5.2 Access and Information 21
Section 5.3 Approvals and Consents; Cooperation; Notification 22
Section 5.4 Further Assurances....23
Section 5.5 Employee Matters 23
Section 5.6 Payments Received 25

ARTICLE VI

BANKRUPTCY COURT MATTERS

Section 6.1 Debtor-in-Possession 25
Section 6.2 The Sale Motion....25
Section 6.3 The Sale Order 25
Section 6.4 Cooperation with Respect to Bankruptcy Court Approval....25
Section 6.5 Bankruptcy Court Filings....26

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Obligation of the Sellers and the Purchaser 26
Section 7.2 Conditions Precedent to Obligation of the Sellers....27
Section 7.3 Conditions Precedent to Obligation of the Purchaser....27
Section 7.4 Frustration of Closing Conditions....28

ARTICLE VIII

TERMINATION

Section 8.1 Termination....29
Section 8.2 Effect of Termination....31

ARTICLE IX

GENERAL PROVISIONS

Section 9.1	Tax Matters	32
Section 9.2	Bulk Sales	33
Section 9.3	No Survival of Representations, Warranties or Covenants	33
Section 9.4	Public Announcements	33
Section 9.5	Notices	33
Section 9.6	Descriptive Headings; Interpretative Provisions	34
Section 9.7	No Strict Construction	35
Section 9.8	Entire Agreement; Amendments and Waivers	35
Section 9.9	Governing Law and Venue; Waiver of Jury Trial	35
Section 9.10	Expenses	36
Section 9.11	Amendments and Waivers	36
Section 9.12	No Assignment or Benefit to Third Parties	36
Section 9.13	Counterparts; Effectiveness	37
Section 9.14	Severability	37
Section 9.15	Specific Performance	37
Section 9.16	Privileged Communications	37

ARTICLE X

DEFINITIONS

EXHIBITS

Exhibit A	Form of Bidding Procedures Order
Exhibit B	Form of Bill of Sale and Assignment Agreement
Exhibit C	Form of Intellectual Property Assignment Agreement
Exhibit D	Form of Sale Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October 3, 2023 (this "**Agreement**"), is made by and among Zymergen Inc, a Delaware corporation, Lodo Therapeutics Corporation, a Delaware corporation, enEvolv, Inc., a Delaware corporation, and Genesis Acquisition Sub LLC, a Delaware limited liability company (in its capacity as debtor and debtor in possession, and collectively the "**Sellers**" and each individually, a **"Seller**"), and Ginkgo Bioworks, Inc., a Delaware corporation (the "**Purchaser**"). All of the signatories to this Agreement are collectively referred to as the "Parties" and individually as a "Party." Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Article IX.

RECITALS

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

WHEREAS, the Sellers intend to file 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 or about October 3, 2023 (the "**Petition Date**");

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

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

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

WHEREAS, the Parties desire to consummate the Transactions as promptly as practicable after the Bankruptcy Court enters the Sale Order; and

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

ARTICLE I

THE ACQUISITION

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

(a) the Seller Intellectual Property and Licensed IP;

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

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

(d) all Books and Records related to the Acquired Assets (the "**Transferred Books and Records**"), *provided*, that Transferred Books and Records shall not include any Tax records or books and records the transfer of which would be prohibited by applicable Law; and provided further, the Sellers shall have the right to retain copies of all Transferred Books and Records until the completion and winding up of the liquidation trust established pursuant to the Seller's plan of liquidation;

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

(f) all rights, claims, causes of action, actions, suits or proceedings, hearings, audits, rights of recovery, credits, rights of setoff, rights of recoupment, rights of reimbursement, rights of or to indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against any Person, including (i) any Action available to or being pursued by the Sellers to the

extent related to any Acquired Assets, Assumed Liabilities or the ownership, use, function or value of any Acquired Asset, whether arising by way of counterclaim or otherwise, (ii) any such item arising under any guarantee or warranty, provided, however, that except as provided in the Sale Order, any such Action shall not include any right or claim against Purchaser and (iii) all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise) to the extent related to the Business, the Acquired Assets or the Assumed Liabilities (including any claims for past infringement or misappropriation) (excluding all claims or causes of action of the Sellers set forth in Schedule 1.2(a));

(g) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, "**Avoidance Actions**") against the following (collectively, the "**Designated Parties**"): (i) any of the Sellers' vendors, suppliers, customers or trade creditors with whom the Purchaser continues to conduct business in regard to the Acquired Assets after the Closing, (ii) any of the Sellers' counterparties under any Assigned Contracts and (iii) any Affiliates of any of the Persons listed in clauses (i) and (ii); *provided*, *however*, that it is understood and agreed by the Parties that the Purchaser will not pursue or cause to be pursued any Avoidance Actions against any of the Designated Parties other than as a defense (to the extent permitted under applicable Law) against, or to assert a right of setoff or recoupment to, any claim or cause of action raised by such Designated Party;

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

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

EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN ARTICLE III, (I) THE SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATING TO THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, INCLUDING ANY REPRESENTATION OR WARRANTY AS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER, (II) THE SELLERS MAKE NO, AND HEREBY DISCLAIMS ANY, OTHER REPRESENTATION OR WARRANTY REGARDING THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, AND (III) THE ACQUIRED ASSETS ARE BEING CONVEYED ON A "WHERE IS" AND, AS TO CONDITION, "AS IS" BASIS AS OF THE CLOSING, AND THE PURCHASER SHALL RELY UPON ITS OWN EXAMINATION THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLERS MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY BUSINESS OTHER THAN THE BUSINESS, ANY ASSETS OTHER THAN THE ACQUIRED ASSETS

OR ANY LIABILITIES OTHER THAN THE ASSUMED LIABILITIES, AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

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

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

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

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

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

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

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

Section 1.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, neither the Purchaser nor any of its Affiliates shall assume, be obligated to assume, be deemed to have assumed, or be obliged to pay, perform or otherwise discharge, whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor

liability, and the Sellers shall be solely and exclusively liable with respect to, any Liabilities (of any nature or kind, and whether based in common law or statute or arising under written Contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential) of the Sellers and any Affiliate thereof other than the Assumed Liabilities (such liabilities and obligations other than Assumed Liabilities, the "**Excluded Liabilities**").

Section 1.5 Assignment of Assigned Contracts.

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

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

(c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Acquired Asset (including any Assigned Contract) if (i) prohibited by applicable Law (after giving effect to the Bankruptcy Code and other applicable Law in the Chapter 11 Case), (ii) an attempted assignment or transfer thereof would be reasonably likely to subject the Purchaser, its Affiliates or any of its or their respective Representatives to civil or criminal Liability or (iii) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party (other than the Bankruptcy Court) thereto (each such action, a "**Necessary Consent**"), which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach, default or violation thereof or of any Law or Order or in any way adversely affect the rights

of the Purchaser thereunder. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and the Sellers and the Purchaser will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset (including any Assigned Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to the Purchaser as the Purchaser may reasonably request. Notwithstanding anything in this Agreement to the contrary, if the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Purchaser of any asset that would be an Acquired Asset or any claim or right or any benefit arising thereunder or resulting therefrom is subject to such Necessary Consent being obtained, which consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i), (ii) or (iii) of this Section 1.5(c), be ineffective or would adversely affect the rights of the Purchaser to such Acquired Asset following the Closing, the Closing shall proceed subject to the terms and conditions herein without the sale, transfer, assignment, conveyance or delivery of such asset; *provided* that, in the event that the Closing proceeds without the transfer or assignment of any such asset, then following the Closing for a period of thirty (30) days, until such Necessary Consent is obtained, and to the extent permitted by applicable Law and subject to any approval of the Bankruptcy Court that may be required, (i) the Sellers and the Purchaser will, and will cause its respective Affiliates to, (x) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that the Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (y) complete any such assignments or transfers as soon as reasonably practicable, and (z) upon receipt of any applicable Necessary Consents, transfer or assign the applicable Acquired Asset to the Purchaser, and (ii) the Sellers will, and will cause its respective Affiliates to, (x) provide the Purchaser and its Affiliates the maximum allowable use of such Acquired Assets, including by subcontracting, licensing, sublicensing or establishing an agency type or similar arrangement reasonably satisfactory to the Purchaser and the Sellers under which the Purchaser would obtain, to the fullest extent practicable and permitted by applicable Law, the claims, rights and benefits and assume the corresponding liabilities and obligations with respect thereto (including by means of any subcontracting, sublicensing or subleasing arrangement) and (y) enforce at the Purchaser's request, or allow the Purchaser and its Affiliates to enforce, any rights of the Sellers or their Affiliates, as applicable, under or with respect to, as applicable, such Acquired Asset. The Sellers shall hold in trust for, and pay to the Purchaser, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers or any of their respective Affiliates for services provided after the Closing in connection with their use of any asset that would be an Acquired Asset in connection with the arrangements under this Section 1.5(c). Notwithstanding anything set forth herein to the contrary, the Purchaser shall be responsible for, and shall reimburse, the Sellers for any costs and expenses incurred by the Sellers to comply with its obligations under this Section 1.5(c). The Parties agree to treat any asset which has not been transferred or assigned as of the Closing but the benefits of which are transferred pursuant to this Section 1.5(c) as having been sold to the Purchaser for federal and other applicable Tax purposes to the extent permitted by Law. The Sellers and the Purchaser agree to notify the other Party promptly in writing if it determines that such treatment (to the extent consistent with the relevant arrangement agreed to by the Sellers and the Purchaser pursuant to this Section 1.5(c)) is not permitted for federal or other applicable Tax purposes under applicable Law. Where such treatment is not so permitted, and subject to the terms of any relevant arrangement agreed to by

the Sellers and the Purchaser pursuant to this Section 1.5(c), the Purchaser shall indemnify and hold harmless the Sellers for any Taxes imposed on the Sellers or any of their Affiliates with respect to any such Acquired Asset for any taxable period or portion thereof beginning after the Closing Date.

(d) Notwithstanding anything in this Agreement to the contrary, the Purchaser may, in its sole and absolute discretion, amend or revise Schedule 1.1(b) setting forth the Assigned Contracts in order to add any Contract to, or eliminate any Contract from, such Schedule at any time during the period commencing on the date of this Agreement and ending on the date that is two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"). Automatically upon the addition of any Contract to Schedule 1.1(b), it shall be an Assigned Contract for all purposes of this Agreement. Automatically upon the removal of any Contract from Schedule 1.1(b), it shall be an Excluded Asset for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Purchaser unless such liability is otherwise specifically assumed pursuant to Section 1.3. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date (the "**Pre-Closing Designation Deadline**"), the Purchaser may, in its sole discretion, (i) exclude or remove from Schedule 1.1(b) any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph 20(a) through (e) of the Bidding Procedures Order) as an Assigned Contract. At Closing, the Sellers shall assume and assign to, and the Purchaser shall accept the assignment of and assume each Assigned Contract included on Schedule 1.1(b) as of the Pre-Closing Designation Deadline on the Closing Date. Following the Closing until the date that is thirty (30) days after the Closing (or such longer period as may be agreed between the Purchaser and the counterparty of the applicable Contract) (such date, the "**Designation Deadline**"), the Purchaser may, in its sole discretion, designate any additional Contract (with respect to which the Debtors shall have complied with [paragraph 14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract by providing written notice (a "**Post-Closing Designation Notice**") to the Sellers, specifying any additional Contracts to be assumed by the Sellers and assigned to the Purchaser. Upon receipt of a Post-Closing Designation Notice, the Sellers shall, within three (3) Business Days thereof, file with the Bankruptcy Court and serve notice of such designation by first-class mail on all non-debtor counterparties to such Contracts, and provide a copy of the same to the Purchaser. Upon filing of such notice, the Sellers shall assume and assign to, and the Purchaser shall accept the assignment of and assume, such Contract. For the avoidance of doubt, (x) if the Purchaser has not provided a written designation to assume any Contract in accordance with the foregoing (whether by including such Contract on, and not subsequently removing such Contract from, Schedule 1.1(b), or by providing a Post-Closing Designation Notice), then such Contract shall be deemed to be excluded, (y) no prepetition Cure Cost shall be due or payable with respect to any Contract until the permanent assumption of such Contract and (z) each Contract that becomes an Assigned Contract pursuant to this Section 1.5 shall concurrently be deemed to have become an Acquired Asset. Notwithstanding anything in this Agreement to the contrary, with respect to any individual Contract designated to become an Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract and (ii) the conclusion of the cure objection hearing relating to such Contract as to which a cure objection has been timely filed, the Purchaser will be entitled, in its sole and absolute discretion, to remove such Contract from Schedule 1.1(b) by providing written

notice to the Sellers, and any Contract so removed will be deemed to be an Excluded Asset for all purposes of this Agreement. The Sellers will not reject or seek to reject any Contract that is an Assigned Contract without the consent of the Purchaser. Notwithstanding anything set forth herein to the contrary, the Purchaser shall be responsible for any and all costs and expenses incurred by the Sellers with respect to any Contract that Seller is required to maintain in order to comply with this Section 1.5(d).

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

(f) After the Closing and prior to the Designation Deadline (the "**Designation Period**"), the Sellers shall not terminate, amend, supplement, modify or waive any rights under, or create any Encumbrance with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of the Purchaser (not to be unreasonably withheld or delayed), unless and until the Purchaser has provided notice to the Sellers in writing designating such Contract for exclusion pursuant to Section 1.5(d); *provided*, *however*, that the Purchaser shall be responsible for, and shall deliver to the Sellers or cause to be delivered to the Sellers such amounts as are (i) necessary to pay or satisfy any and all expenses, accrued or unpaid, attributable to any such Open Contracts, including, for the avoidance of doubt, any obligations with respect to rent, real estate taxes, insurance or similar items attributable to any such Open Contracts, (ii) in the determination of the Sellers, reasonably likely to be allowed as administrative expenses if challenged and (iii) arising on or after the Closing and during the Designation Period (such amounts, the "**Open Contract Expenses**"); *provided*, *further*, that, for the avoidance of doubt, to the extent the Purchaser elects to designate any Open Contract as an Assigned Contract on or prior to the Designation Deadline, the Purchaser shall pay all Cure Costs in respect of such Open Contract in accordance with Section 1.5(b).

Section 1.6 Purchase Price. (a) On the terms and subject to the conditions set forth herein, the consideration for the sale and transfer of the Acquired Assets from the Sellers to the Purchaser shall be as follows:

(i) $5,000,000 in cash (the "**Purchase Price**"); and

(ii) the assumption of the Assumed Liabilities.

(b) Concurrently with the Purchaser's delivery of this Agreement, the Purchaser shall deposit into an account (the "**Escrow**") maintained by an escrow holder identified and established by the Sellers (the "**Escrow Holder**"), in immediately available funds by wire transfer in an amount equal to ten percent (10%) of the Purchase Price (the "**Initial Deposit**"). If the Purchaser is declared the Successful Bidder or Back-Up Bidder at the Auction, the Purchaser shall, if necessary, within one (1) Business Day of the close of the Auction, supplement the Initial Deposit such that the Purchaser's deposit shall be equal to an amount that is ten (10%) percent of the Successful Bid or Back-Up Bid, as applicable (the "**Supplemental Deposit**" and together with the Initial Deposit, the "**Deposit**"). Upon receipt of the Deposit, the Escrow Holder shall immediately place the Deposit into a non-interest-bearing escrow account. The Deposit shall become nonrefundable upon the earlier of (i) the entry of a final and non-appealable Order of the Bankruptcy Court approving the Purchaser as the Successful Bidder at the Sale Hearing and satisfaction by all parties of all conditions set forth in Section 7.1 and Section 7.2, and the absence of any restriction, limitation, or prohibition on the Purchaser's right to acquire the Acquired Assets in the manner, and under the terms and conditions, set forth in this Agreement except where any such restriction, limitation, or prohibition is caused by an act or omission of the Purchaser, and (ii) the Seller's termination of this Agreement pursuant to Section 8.1(b)(iii) (a "**Purchaser Default Termination**"). At the Closing, the Deposit shall be delivered to the Sellers and credited toward payment of the Purchase Price. In the event the Deposit becomes non-refundable by reason of a Purchaser Default Termination and the Sellers are not then in Default of this Agreement, Escrow Holder shall immediately disburse the Deposit to the Sellers to be retained by the Sellers for the Sellers' own account as part of damages resulting to the Sellers from such Purchaser Default Termination. If this Agreement is terminated by reason of (i) the Sellers' default of this Agreement, (ii) the failure of a condition to the Purchaser's obligations, or (iii) the approval by the Bankruptcy Court of an Alternative Transaction and the Purchaser is not then in Default of this Agreement and has not been designated as the Back-Up Bidder, the Escrow Holder shall retain the Deposit until five (5) Business Days after the earlier of (x) a determination by the Bankruptcy Court as to the Default of this Agreement or failure of a condition precedent referenced in subsections (i) or (ii) of this Section 1.6(b), as applicable, and (y) the closing of an Alternative Transaction and thereafter shall be delivered to the Purchaser.

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

Section 1.8 Purchase Price Allocation. The Parties agree to allocate for Tax purposes (and, as applicable, to cause their respective Affiliates to allocate for Tax purposes) the Purchase Price and any other amounts treated as additional consideration for Tax purposes among the Acquired Assets in accordance with the following procedures and, to the extent applicable, in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Within one hundred twenty (120) days after the Closing Date, the Purchaser shall deliver to the Sellers an allocation of the Purchase Price and any other amounts treated as additional consideration for Tax purposes as of the Closing Date (the "**Proposed Allocation**"). The Sellers will have thirty (30) days following delivery of the Proposed Allocation during which to notify the

Purchaser in writing (an "**Allocation Notice of Objection**") of any objections to the Proposed Allocation, setting forth in reasonable detail the basis of their objections. If the Sellers fail to timely deliver an Allocation Notice of Objection in accordance with this Section 1.8, the Proposed Allocation will be conclusive and binding on all Parties and will become the "**Final Allocation**." If the Sellers submit an Allocation Notice of Objection, then for thirty (30) days after the date the Purchaser receives the Allocation Notice of Objection, the Purchaser and the Sellers will cooperate in good faith and use their commercially reasonable efforts to agree on the allocations. If the Purchaser and the Sellers fail to resolve any dispute within such time, each of the Purchaser and the Sellers shall be permitted to use its own allocation with respect to the applicable disputed items. Subject to the immediately preceding sentence, each of the Parties (a) shall (and shall cause its Affiliates to) prepare and file all Tax Returns (and Internal Revenue Service Forms 8594) in a manner consistent with the Final Allocation and (b) shall not (and shall cause its Affiliates not to) take any position on any Tax Return or in connection with any Tax proceeding inconsistent with the Final Allocation, in each case, except to the extent otherwise required by a "determination" within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable state, local or non-U.S. Law).

Section 1.9 Designated Purchaser(s). In connection with the Closing, the Purchaser shall be entitled to designate no later than three (3) Business Days prior to the Closing Date, in accordance with the terms and subject to the limitations set forth in this Section 1.9, one (1) or more Affiliates to exercise certain of the Purchaser's rights and assume certain of the Purchaser's Liabilities hereunder, including to (i) purchase specified Acquired Assets (including specified Assigned Contracts) and pay the Cure Costs, as applicable, and (ii) assume specified Assumed Liabilities on and after the Closing Date (any such Affiliate of the Purchaser that shall be properly designated by the Purchaser in accordance with this Section 1.9, a "**Designated Purchaser**"). At and after the Closing, the Purchaser shall, or shall cause its Designated Purchaser(s) to, honor the Purchaser's obligations at the Closing. After the Closing, any reference to the Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall include reference to the appropriate Designated Purchaser(s), if any. After the Closing, all obligations of the Designated Purchaser(s) under this Agreement shall be several and not joint and the only party with Liability as to a particular Assumed Liability shall be the Purchaser or any Designated Purchaser assuming such obligation at the Closing and no other Person. Notwithstanding the foregoing, nothing herein shall release the Purchaser of its Liabilities under this Agreement except to the extent of payment or performance by such Designated Purchaser, and the Purchaser shall irrevocably and unconditionally guarantee the payment and performance (and not merely collection) of any obligations to the Sellers assumed by a Designated Purchaser under this Section 1.9 and the Purchaser shall remain liable for any and all obligations of the Purchaser hereunder irrespective of any assignment or designation by the Purchaser under this Section 1.9 or Section 9.12.

ARTICLE II

THE CLOSING

Section 2.1 Closing. Upon the terms and subject to the conditions hereof, the closing of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities contemplated hereby (the "**Closing**") shall take place remotely via the exchange of documents and

signatures as soon as possible (and in any event within two (2) Business Days) after the conditions set forth in Article VII shall have been satisfied or (if permissible) waived (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing), or at such time, date and place as the Parties may mutually agree (the date of the Closing being herein referred to as the "**Closing Date**"). For financial, accounting and economic purposes, including risk of loss, and for all other purposes of this Agreement, upon the occurrence of the Closing, the Closing shall be deemed to have occurred at 12:01 a.m., New York City time, on the Closing Date.

Section 2.2 Deliveries at the Closing.

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

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

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

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

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

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

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

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

(i) the Purchase Price;

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

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

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

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

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

(c) At the Closing, if the Stanford Lease is an Assigned Contract, the Purchaser shall deliver to the lessor under the Stanford Lease a Letter of Credit (as defined in the Stanford Lease) in the face amount required by Section 7 of the Second Amendment to Lease, dated February 19, 2021, issued in favor of such lessor.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

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

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

Section 3.2 Authority of the Sellers and Binding Effect. Subject to Bankruptcy Court approval, each Seller has all requisite corporate power and authority to execute and deliver (or to cause one or more of its Affiliates to execute and deliver, as applicable) and, subject to the entry and effectiveness of the Bidding Procedures Order and Sale Order, to perform its obligations under this Agreement, each of the Ancillary Documents and each other agreement, document or instrument contemplated hereby or thereby to which each such Person is a party. The execution and delivery of, the consummation of the transactions contemplated by and performance of the obligations under, this Agreement and such other documents by the Sellers and/or any of its applicable Affiliates, have been duly and validly authorized and approved by all requisite corporate

or similar action of such Person, and no other corporate or similar proceedings (pursuant to any such Person's organizational documents or otherwise) on the part of any such Person is necessary to authorize the consummation of, and to consummate, the transactions contemplated hereby and thereby. Subject to the entry and effectiveness of the Bidding Procedures Order and Sale Order, this Agreement and each such other document have been duly and validly executed and delivered by the Sellers and each of its applicable Affiliates, and, assuming the due authorization, execution and delivery of this Agreement and each such Ancillary Document by the Purchaser or its Affiliates, as applicable, constitutes a legal, valid and binding agreement of each Seller and each of its applicable Affiliates, enforceable against each such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "**Enforceability Limitations**").

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

Section 3.4 No Violations. The execution or delivery of this Agreement or any agreement, document or instrument contemplated hereby or thereby by each Seller or any of its applicable Affiliates, the performance of such Person's obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby or thereby, as applicable, do not and will not (a) conflict with or result in any violation or breach of any provisions of the certificate of incorporation, bylaws or other organizational documents of any such Person, or (b) with or without notice or lapse of time or both, conflict with or result in any breach or violation of or constitute a default or change of control under, or give rise to a right of, or result in, termination, modification, cancellation, first offer, first refusal or acceleration of any obligation or to the loss of a benefit under any Contract to which any such Person is a party or by or to which any of their respective properties, rights or assets, the Acquired Assets or the operations or conduct of the Business, are bound or subject, except in the case of the foregoing clause (b), for breaches, violations, defaults, rights, creations or impositions that (y) (I) have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Business (taken as a whole) and (II) would not reasonably be expected to prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of the Sellers to perform their obligations under this Agreement or any of the Ancillary Documents, or (z) are excused by or unenforceable as a result of the entry or effectiveness of the Sale Order.

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

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

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

Section 3.8 Intellectual Property Rights.

(a) Section 3.8(a) of the Seller Disclosure Letter sets forth a true and complete list of all Registered Intellectual Property owned by the Sellers as of the date of this Agreement, setting forth for each such item (i) the legal and record owner(s), (ii) the registration or application number (as applicable), (iii) the registration or application date (as applicable), and (iv) the jurisdiction in which such item is registered or pending or, with respect to internet domain names and social media handles, the applicable registrar. No Action is pending, or to the Knowledge of the Sellers, threatened by any Person, seeking to cancel, materially limit, or challenge the ownership, validity or enforceability of any Registered Intellectual Property. All of such Registered Intellectual Property (other than Registered Intellectual Property constituting applications) is subsisting, valid and, to the Knowledge of the Sellers, enforceable.

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

Sellers' ownership or use thereof, or (ii) the assignment thereof by the Sellers, as applicable, as contemplated under this Agreement.

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

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

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

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

Section 3.10 Leases. Section 3.10 of the Seller Disclosure Letter sets forth a complete and correct list, as of the date of this Agreement, of each of the Leases. Each Lease is in full force and effect and has not been amended or modified except as described in Section 3.10 of the Seller Disclosure Letter. Other than as set forth in Section 3.10 of the Seller Disclosure Letter, none of the relevant lessors are in default under any Lease, and there is no fact or circumstance in existence, pending or, to the Knowledge of the Seller, threatened, that, after the giving of notice, with lapse of time or otherwise, would constitute such a default, except to the extent such default would not reasonably be expected to have a Material Adverse Effect.

Section 3.11 Assigned Contracts.

(a) Subject to the requisite approvals of the Bankruptcy Court, and to assumption and assignment by the applicable Seller of each such Assigned Contract in accordance with applicable Law, neither the Sellers, nor, to the Knowledge of the Sellers, any other party to any Assigned Contract listed on Schedule 1.1(b) on the date hereof, is in default under any such

Assigned Contract (other than, with respect to the Sellers, those defaults that will be cured in accordance with the Sale Order or any other order of the Bankruptcy Court required to effect the assignment of any such Assigned Contract to the Purchaser or waived in accordance with Section 365 of the Bankruptcy Code (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of any such Assigned Contract that is included in the Acquired Assets)) and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default under any such Assigned Contract by the Sellers or, to the Knowledge of the Sellers, by any other party thereto.

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

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

Section 3.13 Employee Benefit Matters.

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

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

(c) Assuming the Purchaser complies with its obligations under this Agreement, neither the execution or delivery of this Agreement nor the consummation of the Transactions, whether alone or in combination with any other event, could (i) entitle any Offer Employees to severance pay or any material increase in severance pay, or (ii) accelerate the time of payment or vesting of any such benefits or increase the amount of compensation due any Offer Employee, in each case pursuant to a Seller Plan. Seller does not have any obligation to provide, and no Seller Plan or other agreement provides any individual with the right to a gross up, indemnification, reimbursement or other payment for any excise or additional taxes, interest or penalties incurred pursuant to Section 409A or Section 4999 of the Code.

Section 3.14 Taxes.

(a) To the Knowledge of the Sellers, there is no lien for Taxes upon any of the Acquired Assets (other than Permitted Pre-Closing Encumbrances in an amount that would not be

material to the Business) nor is any Taxing Authority in the process of imposing any lien for Taxes on any of the Acquired Assets, other than liens for current Taxes that are not yet due and payable.

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

Section 3.15 Labor Matters.

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

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

Section 3.16 No Other Representations. Except for the representations and warranties contained in Article IV, each Seller acknowledges that it (a) has had an opportunity to conduct any and all due diligence with respect to the Purchaser in connection with the Transactions, (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents in connection with the Transactions, and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the Purchaser or with respect to any other information provided or made available to the Sellers in connection with the Transactions, or the completeness of any information provided in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

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

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

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

Section 4.3 Consents and Approvals. No consent, waiver, approval, Order, permit or authorization (including those with respect to state licensing required to operate the Businesses) of, or declaration, filing or registration with, or notification to, any Person or Governmental Entity is necessary or required on the part of (a) the Purchaser in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which a Seller is a party, and (b) any applicable Affiliate of the Purchaser in connection with the execution and delivery of any agreement, document or instrument contemplated hereby or thereby to which such Person is a party, or in connection with, the performance of such Person's obligations hereunder and thereunder, or the consummation of the transactions contemplated hereby and thereby (with or without notice or lapse of time, or both), except in each case of the foregoing clauses (a) and (b), (y) for the entry and effectiveness of the Sale Order and (z) for immaterial consents, waivers, approvals, Orders, permits, authorizations, declarations, filings, registrations or notifications.

Section 4.4 No Violations. The execution or delivery of this Agreement or any agreement, document or instrument contemplated hereby or thereby by the Purchaser or any of its applicable Affiliates, the performance of such Person's obligations hereunder and thereunder, and

the consummation of the transactions contemplated hereby or thereby, as applicable, do not and will not (a) conflict with or result in any violation or breach of any provisions of the certificate of incorporation, bylaws or other organizational documents of any such Person, (b) with or without notice or lapse of time or both, conflict with or result in any breach or violation of or constitute a default or change of control under, or give rise to a right of, or result in, termination, modification, cancellation, first offer, first refusal or acceleration of any obligation or to the loss of a benefit under any Contract to which any such Person is a party or bound, or (c) conflict with or violate any Order or Law applicable to the Purchaser or its properties, rights or assets, except in the case of the preceding clauses (b) and (c), for breaches, violations, defaults, rights, creations or impositions that (x) would not prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of the Purchaser to perform its obligations under this Agreement or any of the Ancillary Documents, in each case, in any material respect, or (y) are excused by or unenforceable as a result of the entry or effectiveness of the Sale Order.

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

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

ARTICLE V

COVENANTS

Section 5.1 Conduct of the Business Pending the Closing.

(a) From the date of this Agreement to the earlier of the Closing and the date, if any, on which this Agreement is validly terminated pursuant to Article VIII, except as set forth in Section 5.1(a) of the Seller Disclosure Letter, and except (1) as contemplated by this Agreement or any Ancillary Document, (2) as required by applicable Law (including the Bankruptcy Code), (3) as consented to in writing by the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed) or (4) as required by, arising out of, relating to or resulting from the Chapter 11 Case or otherwise required or approved by any Order of the Bankruptcy Court, the Sellers shall, and shall cause each of their Affiliates to, (x) use commercially reasonable efforts to

(A) conduct the Business in all material respects in the ordinary course of business consistent with past practice as the same has been conducted since October 19, 2022, (B) conduct the Business in accordance with applicable Law, and (C) preserve intact the Business and its relationship with customers, suppliers, distributors, wholesalers, retailers, employees and Government Entities, and (y) with respect to the Business, the Acquired Assets or the Assumed Liabilities, not, directly or indirectly:

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

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

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

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

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

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

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

(viii) acquire, sell, lease, pledge, dispose of, transfer, let lapse, license or encumber or authorize the sale, pledge, disposition, transfer or encumbrance of any Acquired Assets, other than (A) sales, pledges, dispositions, transfers or encumbrances in the ordinary course of business consistent with past practice or (B) sales or dispositions of any assets as may be required by applicable Law;

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

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

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

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

(xiii) if the Stanford Lease is an Assigned Contract, fail to timely pay Rent (as defined in the Stanford Lease); or

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

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

(c) Without in any way limiting any party's rights or obligations under this Agreement, the Parties understand and agree that (i) nothing contained in this Section 5.1 shall give the Purchaser, directly or indirectly, the right to manage, control, direct or be involved in the management of the Sellers or their Affiliates or the Business prior to the Closing and (ii) prior to the Closing, the Sellers shall exercise, consistent with, and subject to, the terms and conditions of this Agreement, complete control and supervision of their operations, including the Business.

Section 5.2 Access and Information. Subject to the Bidding Procedures and applicable Law, the Sellers shall (and shall cause its Subsidiaries to) afford the Purchaser and the Purchaser's officers, directors, employees, agents, counsel, accountants, investment bankers, financing sources and other authorized Representatives reasonable access, during normal business hours and upon reasonable advance notice, to all of the Sellers' and its applicable Affiliates' properties, offices and Books and Records and, during such period, the Sellers shall (and shall cause its Subsidiaries to) furnish as promptly as practicable to the Purchaser all information (financial or otherwise) the Purchaser may reasonably request concerning its business, properties, personnel, suppliers,

creditors and third parties with whom the Sellers or its Subsidiaries do business or by whom there may have been asserted any claim, and provide the Purchaser and its Representatives with access to suppliers, creditors and third parties with whom the Sellers or its Subsidiaries do business or by whom there may have been asserted any claim, *provided*, that no investigation pursuant to this Section 5.2 shall affect or be deemed to modify any representation or warranty made by the Sellers herein. Notwithstanding the foregoing, the Sellers shall not be required by this Section 5.2 to provide the Purchaser or its Representatives with access to or to disclose (i) information the disclosure of which would violate applicable Law, (ii) any privileged information of the Sellers or (iii) any Tax Returns required to be filed with respect to the Sellers on a consolidated, combined or unitary basis.

Section 5.3 Approvals and Consents; Cooperation; Notification.

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

(b) In connection with and without limiting the foregoing, the Sellers shall give any notices to third parties required under Assigned Contracts, and the Sellers shall, at the Purchaser's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with the Purchaser in endeavoring to obtain third-party consents to any Assigned Contracts that cannot be transferred or assigned effectively without the consent of such third parties (after giving effect to the Sale Order and the Bankruptcy Code). Nothing in this Section 5.3(b) shall require the Sellers or any of their Affiliates to make any expenditure or incur any obligation on its own or on behalf of the Purchaser unless funds in the full amount thereof are advanced to the Sellers in cash.

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

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

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

Section 5.5 Employee Matters.

(a) Purchaser hereby acknowledges and agrees that each of the individuals listed on Schedule 5.5(a) (each, an "**Offer Employee**"), shall receive an offer of employment from the Purchaser at least five (5) Business Days prior to the Closing Date (provided such Offer Employee remains employed by the Sellers at such time). Subject to the provisions of this Section 5.5(a), each offer of employment shall be subject to the Closing and effective on the later of (i) the Closing and (ii) January 1, 2024 (such date the "**Transfer Date**") and provide for a position substantially similar to that such individual held as of immediately prior to the Closing. Each Offer Employee who accepts the offer of employment pursuant to this Section 5.5(a) and commences employment with the Purchaser shall be deemed a "**Transferred Employee**" as of the Transfer Date. For a period of commencing on the Transfer Date and continuing through the first (1st) anniversary of the Closing Date, the Purchaser shall or shall cause one of its Affiliates to provide the Transferred Employees, for so long as they remain employed, with (i) base salary or wage rate substantially comparable in the aggregate to that in effect with respect to each such Transferred Employee immediately prior to the Closing and (ii) employee benefits that are substantially comparable in the aggregate to the employee benefits provided to similarly situated employees of the Purchaser. The Sellers shall cease to employ the Transferred Employees immediately prior to the Closing.

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

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

(d) The Parties agree to cooperate in good faith, including by sharing information about terminations of employment in a timely manner, to determine whether any notification may be required under the WARN Act as a result of the transactions contemplated by this Agreement. Purchaser shall be responsible for providing any notice (or pay in lieu of notice) required pursuant to the WARN Act with respect to a layoff or plant closing involving Transferred Employees that occurs on or after the Closing. Sellers and its respective Affiliates shall be responsible for providing any such notice (or pay in lieu of notice) with respect to a layoff or plant closing occurring prior to the Closing and on or after the Closing with respect to any employees who do not become Transferred Employees.

(e) For the avoidance of doubt, any liabilities with respect to any severance, termination pay or other similar benefits or amounts due to (i) any employee of Sellers other than an Offer Employee or (ii) any Offer Employee who rejects an offer of employment made by the Purchaser or one of its Affiliates or who terminates his or her employment so as not to transfer to the Purchaser or one of its Affiliates shall be Excluded Liabilities. Prior to the Closing, the Sellers

shall terminate Sellers' Severance Plan dated April 21, 2021 and the Sellers' Severance Plan (Below VP), dated July 24, 2022, in each case in accordance with the terms of such plans.

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

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

ARTICLE VI

BANKRUPTCY COURT MATTERS

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

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

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

Section 6.4 Cooperation with Respect to Bankruptcy Court Approval. The Purchaser shall take such actions as are reasonably requested by the Sellers to assist in obtaining entry by the

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

Section 6.5 Bankruptcy Court Filings. The Sellers shall:

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

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

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

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

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

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Obligation of the Sellers and the Purchaser. The respective obligations of each Party to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing of the following condition: there shall not be in effect any Order by a Governmental Entity of competent jurisdiction restraining, enjoining or having the effect of making the transactions contemplated by this Agreement or the Ancillary Documents

illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Documents. No applicable Law shall have been enacted, entered, promulgated and remain in effect that prohibits or makes illegal the consummation of the transactions contemplated by this Agreement or the Ancillary Documents.

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

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

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

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

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

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

(a) *Representations and Warranties*. (i) The Seller Specified Representations shall be true and correct in all material respects at and as of the date of this Agreement and at and as of the Closing as though made at and as of the Closing, and (ii) the representations and warranties of the Sellers set forth in Article III shall be true and correct, determined without regard to any qualification as to materiality or "Material Adverse Effect", at and as of the date of this

Agreement and at and as of the Closing as though made at and as of the Closing except, with respect to this clause (ii), for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that, in each case of the foregoing clauses (i) and (ii), any representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth above), only as of such date or period.

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

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

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

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

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

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

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

ARTICLE VIII

TERMINATION

Section 8.1 Termination.

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

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

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

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

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

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

(v) by the Purchaser, if the Petition Date shall not occur on or prior to the first calendar day after the date of this Agreement;

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

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

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

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

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

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

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

(xiii) by the Purchaser, if the Bankruptcy Court has not entered the Bidding Procedures Order by October 30, 2023, subject to adjustment based on the availability of the Bankruptcy Court, or if the Bidding Procedures Order has been entered by such date but is stayed, stayed pending appeal, reversed or vacated, or if such Bidding

Procedures Order has been entered by such date but has been amended, supplemented or otherwise modified without the prior written consent of the Purchaser;

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

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

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

Section 8.2 Effect of Termination.

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

(b) In the event that this Agreement is terminated for any reason other than by the Sellers pursuant to Section 8.1(a) or Section 8.1(b)(iii), the Sellers shall, without the requirement of any notice or demand from the Purchaser or any application to or order of the Bankruptcy Court, promptly, but in no event later than two days after being notified of such by the Purchaser, pay all of the documented out-of-pocket expenses incurred by the Purchaser in connection with this Agreement and the transactions contemplated by this Agreement in an amount not greater than $250,000 (the "**Expense Reimbursement Amount**"), in each case payable by wire transfer of same day funds.

(c) The Expense Reimbursement Amount shall, pursuant to the Bidding Procedures Order, constitute allowed administrative expenses of the Sellers estates under Section 503(b) of the Bankruptcy Code.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Tax Matters.

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

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

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

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

or (iii) any audit or other examination by any Taxing Authority, or any judicial or administrative proceeding relating to Taxes respect of the Acquired Assets.

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

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

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

Section 9.5 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (i) when delivered personally by hand, (ii) when sent by email (with written confirmation of transmission) or (iii) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Party pursuant to this Section 9.5):

if to the Purchaser, to:

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

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

with copies (which will not constitute notice) to:

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

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

and

if to the Sellers, to:

Zymergen Inc.
5980 Horton street, Suite 105
Emeryville, CA 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

Section 9.6 Descriptive Headings; Interpretative Provisions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or

Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on other than a Business Day, the Party having such right or duty shall have until the next Business Day to exercise such right or discharge such duty. Unless otherwise indicated, the word "day" shall be interpreted as a calendar day. References to "dollars" or "$" mean United States dollars, unless otherwise clearly indicated to the contrary. No summary of this Agreement prepared by or on behalf of any Party shall affect the meaning or interpretation of this Agreement. Each reference in this Agreement to "the date of this Agreement," "as of the date hereof" or words of similar import shall refer to October 3, 2023.

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

Section 9.8 Entire Agreement; Amendments and Waivers. This Agreement, the Ancillary Documents, the Exhibits and Schedules hereto and thereto, constitute the entire agreement and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

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

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

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

the County of New Castle, State of Delaware, shall have jurisdiction. Each Party hereby consents to service of process in the manner and at the address set forth in Section 9.5.

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

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

Section 9.11 Amendments and Waivers. Subject to Section 9.12, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Purchaser and the Sellers, or in the case of a waiver, by the party against whom the waiver is to be effective. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 9.12 No Assignment or Benefit to Third Parties. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other Party, except that (a) the Purchaser may assign any or all of its rights or obligations under this Agreement to one or more of its Affiliates, (b) the Purchaser may assign any or all of its rights to receive assignment of any Acquired Assets hereunder to any third party and (c) the Sellers may assign any or all of its rights or delegate any or all of its obligations hereunder to successor entities (including any liquidating trust) pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court, in the case of each clause (a) to (c) without any other Party's consent. Without limiting the

generality of the provisions of Section 1.9, no assignment of any obligations under this Section 9.12 will relieve the Parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to the Sellers or the Purchaser will also apply to any such assignee *mutatis mutandis* unless the context otherwise requires. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Purchaser and the Sellers and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

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

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

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

Section 9.16 Privileged Communications. The Purchaser acknowledges and agrees that MNAT has acted as counsel to the Seller in connection with the negotiation of this Agreement and the consummation of the Transactions, as well as the preparation for, and conduct of, the bankruptcy proceedings contemplated by this Agreement. Each of the Parties agrees that all communications between MNAT and the Seller that relate to the negotiation, documentation and consummation of the Transactions, the bankruptcy proceedings contemplated by this Agreement or any dispute arising under this Agreement (collectively, the "**Privileged Communications**") shall be deemed to be attorney-client privileged, and that the Privileged Communications and the expectation of client confidence relating thereto shall belong solely to the Seller, shall be controlled by the Seller and shall not pass to or be claimed by the Purchaser or any of its Affiliates. Each of the Parties further agrees that if the Transactions are consummated: (i) the Purchaser shall have no right of access to or control over any of MNAT's records related to such Transactions, (ii)

notwithstanding anything to the contrary in this Agreement, the Seller shall have no obligation to include in the Transferred Books and Records any records of any Privileged Communications and (iii) because it may be impracticable to remove from the Transferred Books and Records all records of any Privileged Communications, the Purchaser shall not, and shall cause its Affiliates not to, use or rely upon any records of Privileged Communications that may remain in the Transferred Books and Records, and no attorney-client privilege, attorney work product or other applicable evidentiary privilege or protection shall be waived or is intended to be waived with respect to any such Privileged Communications that may remain in the Transferred Books and Records. Notwithstanding the second sentence of this Section 9.16, in the event that a dispute arises between the Purchaser, on the one hand, and a third party other than the Seller, on the other hand, the Purchaser or any of its Affiliates may assert the attorney-client privilege to prevent the disclosure of any Privileged Communications to such third party; provided, however, that neither the Purchaser nor any of its Affiliates may waive such privilege without the prior written consent of the Seller.

ARTICLE X

DEFINITIONS

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

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

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, the Purchaser and the Sellers shall not be deemed to be Affiliates of each other.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Excluded Matter" means the effect of (a) any change in the United States or foreign economies or financial markets in general, (b) any change that generally affects the businesses in which a Seller operates, (c) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, (d) any change in applicable Laws or accounting rules, (e) any actions taken by the Purchaser or any of its Affiliates (other than those expressly required or permitted to be taken hereunder), (f) any effect resulting from the public announcement of this Agreement or the Chapter 11 Case or (g) any effect resulting from or relating to (i) the commencement or filing of the Chapter 11 Case, (ii) any concurrent ancillary filing by a Subsidiary or Affiliate of the Sellers that is not a party to this Agreement under a similar foreign insolvency regime or (iii) any Sellers' inability to pay certain prepetition obligations as a result of the commencement of the Chapter 11 Case; *provided*, *however*, that with respect to clauses (a), (b), (c) and (d), such event, change, effect, condition or occurrence does not disproportionately adversely affect the Business, taken as a whole, as compared to other similarly situated businesses; and, *provided*, *further*, that the incremental effect of any change on the Acquired Assets, considered as a whole, or on the Business that first occurs or is first reasonably anticipated to occur after the date of this Agreement in connection with any epidemic, pandemic or disease outbreak (including COVID-19) shall not be an Excluded Matter for any purpose under this Agreement.

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

"GAAP" means United States generally accepted accounting principles.

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

"Indebtedness" means, with respect to any Person, (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes or similar instruments, (c) all Indebtedness of others secured by any Encumbrance on owned or acquired property of the reference Person, whether or not the Indebtedness secured thereby has been assumed, (d) all

guarantees (or any other arrangement having the economic effect of a guarantee) of Indebtedness of others, (e) all obligations, contingent or otherwise, of such Person as an account party in respect of financial guaranties, letters of credit, letters of guaranty, surety bonds and other similar instruments, (f) all obligations representing the deferred and unpaid purchase price of property (other than trade payables incurred in the ordinary course of business consistent with past practice), (g) all obligations, contingent or otherwise, in respect of bankers' acceptances and (h) net cash payment obligations of such Person under swaps, options, derivatives and other hedging agreements or arrangements that will be payable upon termination thereof (assuming they were terminated on the date of determination).

"Intellectual Property Rights" means all intellectual property rights and proprietary rights of any kind or nature arising in any jurisdiction of the world, including all rights in any : (a) trademarks, service marks, trade names, corporate names, symbols, logos, trade dress and other identifiers of origin, in each case, whether or not registered, and any and all common law rights thereto ("**Trademarks**") (b) Trade Secrets; (c) Copyrights; (d) internet domain names and URLs; (e) social media handles and accounts; (f) rights of publicity; and (g) all applications for, and registrations of, any of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

licenses or other grants of rights to use or practice Intellectual Property Rights under an Assigned Contract.

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

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

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

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

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

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

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

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

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

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

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

"Seller Plan" means any benefit or compensation plan, program, policy, practice, agreement, contract, arrangement or other obligation, whether or not in writing and whether or not

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

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

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

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

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

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

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

"Tax" or "Taxes" means any and all U.S. federal, state, local and non-U.S. taxes, assessments, levies, duties, tariffs, imposts and other similar charges and fees imposed by any

Governmental Entity, including income, franchise, windfall or other profits, gross receipts, property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, excise, withholding, ad valorem, stamp, transfer, value-added, occupation, environmental, disability, real property, personal property, registration, alternative or add-on minimum, or estimated tax, including any interest, penalty, additions to tax and any additional amounts imposed with respect thereto.

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

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

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

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

"Transactions" means the transactions contemplated by this Agreement.

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

Term	Section
Acquired Assets	Section 1.1
Acquisition	Recitals
Assigned Contracts	Section 1.1(b)
Assumed Liabilities	Section 1.3
Avoidance Actions	Section 1.1(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bill of Sale and Assignment Agreement	Section 2.2(a)(i)
Business	Recitals
Business Personal Property	Section 1.1(c)
Chapter 11 Case	Recitals
Closing	Section 2.1

Closing Date....Section 2.1
Cure Costs....Section 1.5(a)
Deposit....Section 1.6(b)
Designated Parties....Section 1.1(g)
Designation Deadline....Section 1.5(d)
Designation Period....Section 1.5(f)
Designated Purchaser....Section 1.9
Enforceability Limitations....Section 3.2
Excluded Assets....Section 1.2
Excluded Liabilities....Section 1.4
Escrow....Section 1.6(b)
Escrow Holder....Section 1.6(b)
Expense Reimbursement Amount....Section 8.2(b)
Final Allocation....Section 1.8
Initial Deposit....Section 1.6(b)
Intellectual Property Assignment Agreement....Section 2.2(a)(ii)
Necessary Consent....Section 1.5(c)
Offer Employee....Section 5.5(a)
Open Contract....Section 1.5(f)
Open Contract Expenses....Section 1.5(f)
Outside Date....Section 8.1(a)
Party....Preamble
Paying Party....Section 9.1(c)
Periodic Taxes....Section 9.1(b)
Petition Date....Recitals
Pleadings....Section 6.5(d)
Post-Closing Designation Notice....Section 1.5(d)
Pre-Closing Designation Deadline....Section 1.5(d)
Pre-Hearing Designation Deadline....Section 1.5(d)
Privileged Communications....Section 9.16
Proposed Allocation....Section 1.8
Purchase Price....Section 1.6(a)(i)
Purchaser....Preamble
Purchaser Default Termination....Section 1.6(b)
Reimbursing Party....Section 9.1(c)
Sale Motion....Section 6.2
Sellers....Preamble
Seller Disclosure Letter....Article III
Termination Fee....Section 8.2(b)
Transfer Date....Section 5.5(a)
Transfer Taxes....Section 9.1(a)
Transferred Books and Records....Section 1.1(d)
Transferred Employee....Section 5.5(a)
Transferred Employee Records....Section 1.1(h)
WARN Act....Section 3.15

[*Signature Page Follows*]

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

SELLERS:

ZYMERGEN INC.

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

LODO THERAPEUTICS CORPORATION

By: _____
Name: Celeste Ferber
Title: President

ENEVOLV, INC.

By: _____
Name: Celeste Ferber
Title: President

GENESIS ACQUISITION SUB, LLC

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

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

PURCHASER:

GINKGO BIOWORKS, INC.

By: Jason Kelly

Name: Jason Kelly
Title: Chief Executive Officer

Exhibit A

Form of Bidding Procedures Order

[*See Attached*]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtors' estates and creditors. The Bidding Procedures and all such steps and expenses incurred by the Debtors 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 Debtors pursuant to section 363(b) of the Bankruptcy Code.

G. The Stalking Horse Agreement was entered into in good faith by the Debtors 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 Debtors have demonstrated compelling and sound business justifications for entering into the Stalking Horse Agreement and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

I. The sale of the Acquired Assets as contemplated in the Stalking Horse Agreement is in the best interests of the Debtors' estates, their creditors and all other parties in interest, and represents a reasonable exercise of the Debtors' 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: (i) the date, time and place of the Auction (if one is held), (ii) the Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale motion and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors and (viii) notice of the proposed assumption and assignment of Contracts and Leases to either an affiliate of the Stalking Horse Bidder or an affiliate of any designee of the Stalking Horse Bidder (such party, the "Contract Party") pursuant to the Stalking Horse Agreement (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed Sale shall be required.

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

or Lease will be assumed and assigned, and all rights of the Debtors with respect to such Contracts and Leases are reserved.

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 Debtors' estates, their creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

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

The Bidding Procedures

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

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

b. **Auction**: **December 13, 2023 at 10:00 a.m. (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, Wilmington, DE 19801; provided, however, that the Debtors, in their discretion, shall have the right to hold the Auction at another place or virtually, with instructions for Qualified Bidders to participate to be provided prior to the Auction, with notice to all Qualified Bidders 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 Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek final approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Agreement.

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

Approval of Debtors' Entry into the Stalking Horse Agreement

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

9. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers for the Acquired Assets (as defined in the Stalking Horse Agreement) and entry of the Sale Order.

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

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 Agreement 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 Agreement 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 Agreement 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. The Expense Reimbursement (as defined in the Stalking Horse Agreement, and collectively, the "Bid Protections") is approved in its entirety. The obligation of the Debtors

to pay the Bid Protections shall (i) be subject to the terms of the Stalking Horse Agreement, (ii) be the joint and several obligation of the Debtors, (iii) constitute an administrative expense of the Debtors 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, and (iv) survive the termination of the Stalking Horse Agreement, or dismissal or conversion of the Bankruptcy Case.

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

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

Hearing and Objection Deadline

16. The Sale Hearing shall take place in this Court on **December 18, 2023 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 these Cases or a notice of agenda. Any obligations of the Debtors set forth in the Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and/or entry of the Sale

Order pursuant to the Stalking Horse Agreement 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 Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Contract Party, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, **must**: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline, as applicable, by the following parties (the "Notice Parties"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

Sale Notice and Related Relief

18. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is hereby approved. Within three (3) days of the entry of this Order, the Debtors shall cause the Sale Notice to be served upon: (a) the United States Trustee for the District of Delaware; (b) the creditors listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, or any official committee appointed in the Debtors' cases; (c) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (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 Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (f) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (g) each counterparty to the Debtors' Contracts and Leases; and (h) all parties requesting notice pursuant to Bankruptcy Rule 2002.

Designation and Assumption Procedures

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

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

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached as **Exhibit 2** to the Bidding Procedures Order (the "Cure Notice"). The Debtors 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 Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as either assumed or rejected and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract Party, the Debtors will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. [The Debtors shall serve by overnight mail (or by electronic mail, if available) no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee.] No later than three (3) days after the Bid Deadline, the Debtors shall serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by each Qualified 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 Notice Parties before the Sale Objection Deadline.

Promptly following the Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Acquired Assets, counterparties to the Debtors' Contracts and Leases shall have until December 15, 2023, 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 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 applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

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

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing Date pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3** to the Bidding Procedures Order. The Debtors shall serve such Assumption Notice via

CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"):

(i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to any official committee appointed in the Debtors' cases, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

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

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

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

21. 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 (i) shall be

forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

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

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

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

Other Relief Granted

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

26. The Stalking Horse Bidder has standing to enforce the terms of this Order and the Debtors' pre-closing obligations under the Stalking Horse Agreement, 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.

27. The requirements set forth in Local Rule 9013-1 are satisfied by the contents of the Motion.

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.

EXHIBIT 1 To Bidding Procedures Order

Bidding Procedures

BIDDING PROCEDURES

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

The Stalking Horse Agreement 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 $250,000 (the "Expense Reimbursement"), and together with all other bid protections provided under the Stalking Horse Agreement (the "Bid Protections"), in each case, on the terms and conditions set forth in the Stalking Horse Agreement.

On [●], 2023, the Court entered the "*Order (A) Authorizing and Approving Bidding Procedures, (B) Authorizing and Approving the Debtors' Entry Into the Stalking Horse Agreement, (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 Debtors to perform their pre-closing obligations under the Stalking Horse Agreement and (ii) approved these bidding procedures set forth herein (the "Bidding Procedures") governing the submission of competing proposals to purchase the Acquired Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Acquired Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof, subject to the Debtors' selection in their reasonable discretion, after consultation with any official committee appointed in the Debtors' cases (the "Committee"), of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

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

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

King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); and (d) counsel to the Committee.

Participation Requirements

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

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement");

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

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

Due Diligence

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

and all information provided by the Debtors prior to such time shall be returned to the Debtors or destroyed in accordance with the terms of the applicable Confidentiality Agreement.

Bid Requirements

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

1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement pursuant to a transaction that is no less favorable to the Debtors' estates as the Debtors, in consultation with the Committee, may reasonably determine, than the transactions contemplated in the Stalking Horse Agreement;

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

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Expense Reimbursement, and (iii) the minimum bid increment of $100,000;

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, other than a Bid submitted by the Stalking Horse Bidder, 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 Debtors' consummation of a sale with the Successful Bidder;

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

6) include a list which specifies in detail which of the Debtors' unexpired leases and executory contracts are to be assumed by the Debtors and

assigned to the Potential Bidder in connection with the consummation of the proposed transaction;

7) provide a commitment to close within [___] days after the Sale Hearing;

8) 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 Agreement;

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

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

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

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

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

complete terms of any such sponsorship, participation, financing or benefit;

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

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

16) include an agreement to provide any other information reasonably requested by the Debtors; and

17) be received by the Bid Deadline.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with the Committee, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

"As Is, Where Is"

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

Auction

Baseline Bid. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtors in their reasonable discretion after consultation with the

Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid 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 Debtors reasonably deem relevant to the value of the Qualified Bid to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

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

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

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors 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 Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

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

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors 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 consideration acceptable to the Debtors in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.

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

Selection of Successful Bid

At the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select (i) the highest or otherwise best bid submitted by a Qualified Bidder during the Auction that the Debtors believe is most beneficial to the Debtors (the "Successful Bid"), and (ii) at the Debtors' discretion, the next highest or otherwise best bid after the Successful Bid (the "Back-Up Bid"); *provided* that the Stalking Horse may only be selected as the Back-Up Bid with the consent of the Stalking Horse Bidder (which consent may be withheld in the Stalking Horse Bidder's sole discretion). In selecting the Successful Bid and the Back-Up Bid, if any, the Debtors shall take into account the projected percentage recovery to general unsecured creditors and the certainty of such recovery and whether all administrative, priority and secured claims will be paid in full and may also consider, among other things: (i) the number, type and nature of any changes to the Stalking Horse Agreement which may delay closing of the contemplated transaction and the cost to the Debtors of such modifications or 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 Debtors' estates and (vi) any other factors the Debtors 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 that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder." The successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

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

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until 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 Debtors 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.

Implementation of the Sale

The hearing to authorize the sale of the Acquired Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtors to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Cases, a notice of agenda or stated orally on the record at a hearing before the Court. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtors, and the Debtors will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

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

Consent to Jurisdiction as Condition to Bidding

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

Return of Good Faith Deposit

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

Reservation of Rights

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

EXHIBIT 2 To Bidding Procedures Order

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [●], United States Bankruptcy Judge, on **December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801 to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the "Cure Notice") because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with one or more of the Debtors as set forth on Exhibit A

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

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

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amounts, object to the ability of the Debtors 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 December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and

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

Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that if and only if the Stalking Horse Bidder is **not** the Successful Bidder for the Acquired Assets, counterparties to the Contracts and Leases shall have until the Sale Hearing 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 Debtors in this Cure Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the

Bankruptcy Code or otherwise from the Debtors or their estates (except, to the extent applicable, with respect to matters arising after the Closing and that are not otherwise paid in the ordinary course).

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

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

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

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
Matthew O. Talmo (No. 6333)
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cmiller@morrisnichols.com
mtalmo@morrisnichols.com
srchurchill@morrisnichols.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 3 To Bidding Procedures Order

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF ASSUMPTION AND ASSIGNMENT OF
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

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

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Order, the above-captioned debtors and debtors in possession (the "Debtors") hereby provide this "Notice of Assumption and Assignment of Unexpired Leases and Executory Contracts" (the "Assumption Notice")[3] of their 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 Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

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

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

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

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

PLEASE TAKE FURTHER NOTICE that, should you object to the Additional Cure Amounts set forth in this Assumption Notice, you must file with the Court and serve an objection (an "Objection") on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley

(bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; and (iii) state with specificity any cure amounts arising solely following the Closing alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

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

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

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

PLEASE TAKE FURTHER NOTICE that copies of the Sale Order and all other documents filed in these cases are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
Matthew O. Talmo (No. 6333)
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mtalmo@morrisnichols.com
srchurchill@morrisnichols.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 4 To Bidding Procedures Order

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

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

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

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

the sale (the "Sale") of certain assets (the "Acquired Assets"), to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

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

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

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) of the Debtors consistent with the bid procedures (the "Bidding

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [_____], United States Bankruptcy Judge, on **December 18, 2023 (prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures or Stalking Horse Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, must: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order

(and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

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: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
Matthew O. Talmo (No. 6333)
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Email: dabbot@morrisnichols.com
cmiller@morrisnichols.com
mtalmo@morrisnichols.com
srchurchill@morrisnichols.com

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit B

Form of Bill of Sale and Assignment Agreement

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 (the "**Sellers**"), and Ginkgo Bioworks, 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 October 3, 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 Asserts and assumption, satisfaction, discharge and performance when 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 sells, transfers, assigns, conveys and delivers to the Purchaser, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Acquired Assets, effective as of the Closing (or, with respect to any Assigned Contract assumed by the Purchaser following the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption). 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, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under the Acquired Assets, effective as of the Closing (or, with respect to any Assigned Contract assumed by the Purchaser following the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption).

Section 2. Assumption of Liabilities. The Purchaser hereby assumes and agrees to satisfy, discharge and perform when due all of the Assumed Liabilities effective as of the Closing (or, with respect to Assumed Liabilities under Assigned Contracts that are assumed by the Purchaser after the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption) 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 9.9(C) OF THE PURCHASE AGREEMENT.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the 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:

PURCHASER:

Ginkgo Bioworks, Inc.

By: _____
Name:
Title:

Exhibit C

Form of Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of [●] (this "**Agreement**"), is entered into by and among Zymergen Inc., a Delaware corporation (the "**Sellers**"), and Ginkgo Bioworks, 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 October 3, 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 Seller Intellectual Property and Licensed 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 Seller Intellectual Property and Licensed IP.

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

Section 1. Assignment of Seller Intellectual Property. Effective as of the Closing, 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, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Seller Intellectual Property, including (a) any and all non-registered Intellectual Property Rights contained therein, including but not limited to any and all non-registered Intellectual Property Rights in and to the Technology, (b) all rights to sue for and recover and retain damages for present, past and future infringement, misappropriation or other violation thereof, (c) the Registered Intellectual Property set forth on Schedule A, (d) the exclusive right to apply for and maintain the Seller Intellectual Property, (e) all common law rights in and to the Seller Intellectual Property, and (f) all goodwill associated with the Seller Intellectual Property. Effective as of the Closing, 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, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under the Seller Intellectual Property.

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

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

Section 4. 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 (i) any such documents required to perfect and record such assignments in any applicable filing jurisdictions and (ii) any third party consents required to enable the assignment of the Licensed IP if such rights are not assignable.

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

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

Section 7. Subject to Purchase Agreement. The scope, nature, and extent of the Seller Intellectual Property and Licensed IP are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any inconsistency between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, conditions and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

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

Section 9. Submission to Jurisdiction. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and

waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. To the extent the Bankruptcy Court declines, or is otherwise unable to, exercise jurisdiction, then the Parties agree that the state or federal courts in the County of New Castle, State of Delaware, shall have jurisdiction.

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

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

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

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

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

IN WITNESS WHEREOF, the 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:

PURCHASER:

Ginkgo Bioworks, Inc.

By: _____
Name:
Title:

Schedule A

Registered Intellectual Property

Exhibit D
Form of Sale Order

[*See Attached*]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

(collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of this chapter 11 case (the "**Case**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting certain related relief on [●], 2023 Docket No. [●] (the "**Bidding**

Procedures Order")[; and an auction (the "**Auction**") having been held on [●], 2023 in accordance with the Bidding Procedures Order]; and Purchaser having been deemed the Successful Bidder (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Case (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on [●], 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the hearing before the Court on [●], 2023; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

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

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

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

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

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

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

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

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

Highest and Best Offer

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

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

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

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

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

Good Faith of Purchaser

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

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

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

No Fraudulent Transfer

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

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

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest

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

Validity of Transfer

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

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

of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

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

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

Section 363 Is Satisfied

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

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

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

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors,

employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests. A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

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

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

Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

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

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

Compelling Circumstances for an Immediate Sale

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

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

No *Sub Rosa* Plan

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

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

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

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

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

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

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not

diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

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

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

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

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

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

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

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

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

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all

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

such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

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

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtor, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtor prior to the Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided*, *however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

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

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the

filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

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

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, [and all such Permits are deemed to have been transferred to the Purchaser as of the Closing][4]. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or

[4] NTD: May get pushback from the Court.

substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

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

federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff 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) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Transactions (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

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

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

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section [1.4] of the APA, Purchaser provided to the Debtors and the Debtors filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**")] [Docket No. ●], the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or

remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, was permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph [14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

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

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section [1.4] of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating

to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the case of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

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

this Court in accordance with Paragraph [●] of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

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

and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

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

Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

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

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section [1.4(d)] of the APA, provided, that,

Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

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

Post-Closing Assumption and Assignment Procedures

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

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

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

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

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

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their respective past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, and each of its and their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies and partners (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution, which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or related in any way, either directly or indirectly, to this Case, the negotiation, documentation, performance or consummation of the APA, any Ancillary Documents or any other agreements entered into in connection with the transactions contemplated thereby; *provided*, *however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order

or the APA or any other agreements entered into in connection with the transactions contemplated hereby or thereby.

43. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

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

52. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in this Case (including any order entered after any conversion of this Case to a case under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing the Case) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the

chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

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

54. 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.

55. 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.

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

EXHIBIT A

Asset Purchase Agreement

EXHIBIT B

Assumption Notice

EXHIBIT C

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

EXHIBIT D

Excluded Assets Debtors' Contracts

EXHIBIT E

Cure Amounts

Schedule 1.1(b)[1]

Assigned Contracts

1. The Stanford Lease

2. Purchase Order 6024251, by and between [Zymergen, Inc. or its affialites] and Automation Solutions of America, Inc., dated as of July 14, 2023

3. Purchase Order 6025577, by and between [Zymergen, Inc.] and Mass Precision Inc., dated as of August 8, 2023

4. Purchase Order ZY72190, by and between [Zymergen, Inc.] and Advanced Chemical Transport, Inc., dated as of July 4, 2023

5. Purchase Order ZY69207, by and between [Zymergen, Inc.] and Dasher Technologies, A Converge Company, dated as of July 4, 2023

6. Purchase Order ZY71043, by and between [Zymergen, Inc.] and Tek-Matic Inc., dated as of July 4, 2023

7. Purchase Order 6027531, by and between [Zymergen, Inc.] and Vistra, dated as of September 18, 2023

8. Purchase Order 6027107, by and between [Zymergen, Inc.] and Monash University, dated as of September 8, 2023

9. Purchase Order ZY72425, by and between [Zymergen, Inc.] and Alta Design and Manufacturing, Inc., dated as of July 4, 2023

10. Purchase Order 6027533, by and between [Zymergen, Inc.] and OneSource Virtual, Inc., dated as of September 18, 2023

11. Master Contract Services Agreement, by and between [Synlogic] and enEvolv, Inc., dated as of January 3, 2019

12. Amendment 1 to Collaboration Agreement, by and between [Synlogic] and enEvolv, Inc., dated as of March 8, 2019

13. Statement of Work C, by and between [Synlogic] and enEvolv, Inc., dated as of December 19, 2019

14. Strategic Research and Development Collaboration Agreement, by and between

[1] To be confirmed prior to the Closing. References to Zymergen, Inc. to be replaced with its affiliates, as applicable.

Zymergen, Inc. and Pivot Bio Inc., dated as of October 1, 2018

15. Amendment 1 to the Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of October 19, 2020

16. Amendment 1 to the Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of July 12, 2020

17. Amended & Restated Strategic Research and Development Collaboration Agreement by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

18. Project Annex for Research Project #2 to the Amended and Restated Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

19. Project Annex for Research Project #1B to the Amended and Restated Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

20. Project Annex for Research Project #1A to the Amended and Restated Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

21. Drug Discovery Collaboration and License Agreement, by and between Lodo Therapeutics Corporation on the one hand and Genentech, Inc. and F. Hoffman-La Roche Ltd. on the other, dated as of April 20, 2018

22. Master Equipment Purchase and Services Agreement, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

23. Order Form #1, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

24. Order Form #2, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

25. Order Form #3, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

26. Change Order to Order Form #1, by and between Zymergen, Inc. and Octant, Inc., dated as of July 11, 2022

27. Grant Agreement, by between Zymergen Inc. and Bill & Melinda Gates

Foundation, dated as of October 10, 2021

Software Agreements

28. Software License Agreements with the following vendors in connection with the following products and/or services:

Vendor	Product Name/Service
Skeddly	[●]
Fortinet	Firewall
Lumen and Hypercore	ISP
Dialink	ISP
Clearstone IP	[●]
SimpleLegal	[●]
Aerohive	Wire Access Points
Tec Trak	[●]
Brightly	Asset Management
AMAG and Genetec	Security System
GoldenGate Office Solutions	Print Management
Planet Technology Consulting	Workday Consultant
Snowflake	[●]

29. Any additional customer Contracts of Zymergen and/or its Subsidiaries.

Schedule 1.2(a)

Excluded Assets

Emeryville Phase I

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
REFR-Sears-0010	Sears Holdings	255.9979211	D89-43950601-15714-220437	SF Bay Area	4C refrigerator (Single-Door/Deli)	5/27/2015	
REFR-TSHP-0003	Thermo Fisher Scientific Inc.	TSFMS2305A	1.16189E+15	SF Bay Area	4C refrigerator (Single-Door/Deli)	4/28/2021	Fisher Scientific
REFR-TRUE-0012	True Manufacturing Co., Inc.	T-49G-HC-FGD01	9155750	SF Bay Area	4C refrigerator (Single-Door/Deli)	1/4/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0014	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9610378	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/19/2017	Forest Restaurant Supply Inc.
REFR-VWR-0002	VWR Internaitonal	HCCP-69-TS	VWR-9576731-1901	SF Bay Area	4C refrigerator (Single-Door/Deli)	1/21/2019	VWR
REFR-TRUE-0032	True Manufacturing Co., Inc.	TSD_47G_LD	9039780	SF Bay Area	4C refrigerator (Single-Door/Deli)	3/1/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0037	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9498757	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.
REFR-TSX-0001	Thermo Fisher Scientific Inc.	TSX505SA	TR182310107BFE	SF Bay Area	4C refrigerator (Single-Door/Deli)	11/25/2019	Fisher Scientific
REFR-TRUE-0002	True Manufacturing Co., Inc.	TSD_47G_HC	9284734	SF Bay Area	4C refrigerator (Single-Door/Deli)	11/16/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0003	True Manufacturing Co., Inc.	TSD_47G_HC	9291613	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0002	see REFR-TRUE-0002
REFR-TRUE-0004	True Manufacturing Co., Inc.	TSD_47G_HC	9314908	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0002	see REFR-TRUE-0002
REFR-TRUE-0013	True Manufacturing Co., Inc.	TSD-49G-HC-LD	9508149	SF Bay Area	4C refrigerator (Single-Door/Deli)	8/25/2017	Forest Restaurant Supply Inc.
REFR-TRUE-0026	True Manufacturing Co., Inc.	T-49G-HC~FGD01	9546703	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0012	see REFR-TRUE-0012
REFR-TRUE-0027	True Manufacturing Co., Inc.	T-49G-HC~FGD01	9616430	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0012	see REFR-TRUE-0012
REFR-TRUE-0028	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9632798	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.
REFR-TRUE-0029	True Manufacturing Co., Inc.	TSD_47G_HC-LD	9616428	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
REFR-TRUE-0035	True Manufacturing Co., Inc.	TSD_47G_LD	9310518	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/19/2017	Forest Restaurant Supply Inc.
REFR-TRUE-0020	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9610373	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TRUE-0021	True Manufacturing Co., Inc.	TSD_47G_HC	9627022	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TRUE-0033	True Manufacturing Co., Inc.	TSD_47G_LD	9016856	SF Bay Area	4C refrigerator (Single-Door/Deli)	9/26/2018	Forest Restaurant Supply Inc.
REFR-Atosa-0001	Atosa USA	MGF8401GR	MGF8401GRAUS100318010900C40009	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0002	Atosa USA	MGF8401GR	MGF8401GRAUS100318010900C40010	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0006	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40018	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0007	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40014	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0008	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40010	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0009	Atosa USA	MGF8401GR	MGF8401GRAUS100318062900C40019	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0010	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40013	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0016	Atosa USA	MGF8401GR	MGF8401GRAUS1T0320122800C40007	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-TRUE-0024	True Manufacturing Co., Inc.	TSD_47G_HC	9310516	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.
REFR-TRUE-0036	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9498764	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/19/2017	Forest Restaurant Supply Inc.
REFR-TSX-0003	Thermo Fisher Scientific Inc.	TSX505SA	TR18249024B4C3	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/18/2019	Fisher Scientific
REFR-TSG-0003	Thermo Fisher Scientific Inc.	GTTSG45CPLA	300472619	SF Bay Area	4C refrigerator (Single-Door/Deli)	5/17/2021	
REFR-TRUE-0007	True Manufacturing Co., Inc.	T-49G	8106659	SF Bay Area	4C refrigerator (Single-Door/Deli)	8/25/2017	Forest Restaurant Supply Inc.

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
REFR-TRUE-0011	True Manufacturing Co., Inc.	T-49G-HC-FGD01	9191688	SF Bay Area	4C refrigerator (Single-Door/Deli)	6/15/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0017	True Manufacturing Co., Inc.	T-49G-HC-FGD01	9422261	SF Bay Area	4C refrigerator (Single-Door/Deli)	8/21/2017	Forest Restaurant Supply Inc.
REFR-TRUE-0025	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9439276	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TRUE-0038	True Manufacturing Co., Inc.	TSD_49G_HC-FGD01	9175441	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TSG-0001	Thermo Fisher Scientific Inc.	TSG45CPLA	1.15057E+15	SF Bay Area	4C refrigerator (Single-Door/Deli)	3/7/2019	Fisher Scientific
REFR-TSG-0002	Thermo Fisher Scientific Inc.	GTTSG45CPLA	300451698	SF Bay Area	4C refrigerator (Single-Door/Deli)	6/16/2021	Fisher Scientific
ACLV-Masterclave-0001	BioMerieux Inc	Masterclave 60	51711324	SF Bay Area	Autoclave		
BSCX-NU-0009	Nuaire, Inc.	NU-540-600	1.88485E+11	SF Bay Area	Bio Safety Cabinet (BSC)	9/14/2018	Nuaire
BSCX-NU-0016	Nuaire, Inc.	NU-540-400	1.91701E+11	SF Bay Area	Bio Safety Cabinet (BSC)	4/21/2016	Nuaire
BSCX-NU-0017	Nuaire, Inc.	NU-540-400	1.74885E+11	SF Bay Area	Bio Safety Cabinet (BSC)	5/14/2015	Nuaire
BSCX-NU-0002	Nuaire, Inc.	NU-540-600	1.83102E+11	SF Bay Area	Bio Safety Cabinet (BSC)	6/19/2019	Nuaire
BSCX-NU-0003	Nuaire, Inc.	NU-540-600	1.904E+11	SF Bay Area	Bio Safety Cabinet (BSC)	BSCX-NU-0002	see BSCX-NU-0002
CENT-Avanti-0002	Beckman Coulter	AvantiJ-E	JSE15B19	SF Bay Area	Centrifuge	3/9/2015	
CENT-Avanti-0005	Beckman Coulter	AvantiJ-E	JSE16E06	SF Bay Area	Centrifuge	5/11/2016	
CENT-Avanti-0006	Beckman Coulter	AvantiJ-E	JSE16F23	SF Bay Area	Centrifuge	8/29/2017	VWR
CENT-Avanti-0013	Beckman Coulter	AvantiJ-E	JSE18L18	SF Bay Area	Centrifuge	9/8/2017	VWR
CENT-Avanti-0011	Beckman Coulter	AvantiJ-E	JSE18H03	SF Bay Area	Centrifuge	6/22/2018	VWR
CENT-Avanti-0012	Beckman Coulter	Avanti J-E	JSE18J19	SF Bay Area	Centrifuge	8/8/2018	VWR
CENT-Lynx-0001	Thermo Fisher Scientific Inc.	SORVALL LYNX 6000	42782278	SF Bay Area	Centrifuge	4/29/2021	Fisher Scientific
INJR-RapidFire-0001	Agilent Technologies Inc.		SG1926M001	SF Bay Area	Chromatography		

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
COPK-Qpix-0001	Molecular Devices LLC	QPix420	QP420-0109	SF Bay Area	Colony Picker	5/22/2014	
COPK-Qpix-0002	Molecular Devices LLC	QPix420	QP420-0126	SF Bay Area	Colony Picker	4/3/2015	
COPK-Qpix-0006	Molecular Devices LLC	QPix420	QPIX420-3067	SF Bay Area	Colony Picker	2/12/2019	Molecular Devices LLC
COPK-Qpix-0004	Molecular Devices LLC	QPix420	QPIX420-3054	SF Bay Area	Colony Picker	7/27/2018	Molecular Devices LLC
FFUX-Whisper-0008	Terra Universal Inc.	6601-1624-H	6601-1624-HP153276006	SF Bay Area	Fan Filter Unit	6/18/2018	Terra Universal Inc.
FFUX-Whisper-0001	Terra Universal Inc.	6601-1624-H	6601-1624-HP145164001	SF Bay Area	Fan Filter Unit	11/22/2017	Terra Universal Inc.
FFUX-Whisper-0013	Terra Universal Inc.	6601-1624-H	6601-1624-P11393700	SF Bay Area	Fan Filter Unit	1/14/2019	Terra Universal Inc.
FACS-Aria-0002	BD Biosciences	BD FACSAria Fusion		SF Bay Area	Fluorescence Activated Cell Sorting	10/12/2020	Becton Dickinson and Company
FRZR-Sears-0005	Sears Holdings	253.2104241		SF Bay Area	Freezer (-20C)	5/1/2017	
FRZR-TSHP-0004	Thermo Fisher Scientific Inc.	TSFMS2320A	1.16188E+15	SF Bay Area	Freezer (-20C)	6/28/2021	Fisher Scientific
FRZR-TRUE-0001	True Manufacturing Co., Inc.	T-23F-HC	9343564	SF Bay Area	Freezer (-20C)	1/22/2019	Forest Restaurant Supply Inc
FRZR-VWR-0025	VWR Internaitonal	HCUCFS-0420	HQ-VWR-17H1907-1708	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-Sears-0012	VWR Internaitonal	MFV-14	WB84469244-1812	SF Bay Area	Freezer (-20C)	FRZR-Sears-0005	see FRZR-Sears-0005
FRZR-VWR-0022	VWR Internaitonal	HCUCFS-0420	VWR-041805280050-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-VWR-0023	VWR Internaitonal	HCUCFS-0420	VWR-041805280053-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-VWR-0024	VWR Internaitonal	HCUCFS-0420	VWR-041805280055-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-VWR-0030	VWR Scientific	U2005FA14	002L-515816-0L	SF Bay Area	Freezer (-20C)	12/19/2017	VWR
FRZR-VWR-0027	VWR Internaitonal	HCUCFS-0420	VWR-041805280070-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
Fume-Protector-0014	Labconco	180610200	210817143 B	SF Bay Area	Fume Hood	9/21/2021	Fisher Scientific
Fume-AirClean-0009	Airclean Systems Inc	AC23824A	AC23824A-703	SF Bay Area	Fume Hood	5/5/2021	AirClean Systems
Fume-AirClean-0012	Airclean Systems Inc	AC23824A	AC23824A-790	SF Bay Area	Fume Hood		
Fume-AirClean-0001	Airclean Systems Inc	AC23824A	AC23824A-702	SF Bay Area	Fume Hood	9/30/2019	AirClean Systems
Fume-AirClean-0002	Airclean Systems Inc	AC23824A	AC23824A-746	SF Bay Area	Fume Hood	4/30/2021	AirClean Systems
Fume-AirClean-0004	Airclean Systems Inc	AC23824A	AC2382-759	SF Bay Area	Fume Hood		
Fume-AirClean-0005	Airclean Systems Inc	AC23824A	AC2382-774	SF Bay Area	Fume Hood	10/31/2019	AirClean Systems
Fume-AirClean-0006	Airclean Systems Inc	AC23824A	AC23824A-778	SF Bay Area	Fume Hood		
Fume-AirClean-0007	Airclean Systems Inc	AC23824A	AC23824A-779	SF Bay Area	Fume Hood		
Fume-AirClean-0010	Airclean Systems Inc	AC23824A	AC23824A-787	SF Bay Area	Fume Hood		
Fume-AirClean-0011	Airclean Systems Inc	AC23824A	AC23824A-788	SF Bay Area	Fume Hood		
INCS-ClimoShaker-0001	Adolf Kuhner AG	ISF1-X	65003.853	SF Bay Area	Incubator Shaker	11/16/2017	Kuhner
INCS-ClimoShaker-0002	Adolf Kuhner AG	ISF1-X	65003.854	SF Bay Area	Incubator Shaker	11/16/2017	Kuhner
INCS-ClimoShaker-0003	Adolf Kuhner AG	ISF1-X	65003.852	SF Bay Area	Incubator Shaker	11/16/2017	Kuhner

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCS-Innova-0001	Eppendorf North America Inc	Innova 44R	SI44HJ304705	SF Bay Area	Incubator Shaker	11/14/2018	Eppendorf North America
INCS-Innova-0002	Eppendorf North America Inc	Innova 44R	SI44HJ704706	SF Bay Area	Incubator Shaker	INCS-Innova-0001	see INCS-Innova-0001
INCS-Innova-0003	Eppendorf North America Inc	Innova 44R	SI44HJ004704	SF Bay Area	Incubator Shaker	INCS-Innova-0001	see INCS-Innova-0001
INCS-Innova-0023	Eppendorf North America Inc	Innova 44R	SI44IG804956	SF Bay Area	Incubator Shaker	3/19/2019	Eppendorf North America
INCS-Innova-0024	Eppendorf North America Inc	Innova 44R	SI44IG404955	SF Bay Area	Incubator Shaker	3/19/2019	Eppendorf North America
INCS-Innova-0025	Eppendorf North America Inc	Innova 44R	SI44HR04948	SF Bay Area	Incubator Shaker	3/19/2019	Eppendorf North America
INCS-Innova-0049	Eppendorf North America Inc	Innova 44R	SI44IG204961	SF Bay Area	Incubator Shaker	8/25/2017	Eppendorf North America
INCS-Innova-0050	Eppendorf North America Inc	Innova 44R	SI44IG504958	SF Bay Area	Incubator Shaker	8/25/2017	Eppendorf North America
INCS-Innova-0051	Eppendorf North America Inc	Innova 44R	SI44IG004954	SF Bay Area	Incubator Shaker	8/25/2017	Eppendorf North America
INCS-Multitron-0062	Infors-HT	Multitron	E0910619FT3	SF Bay Area	Incubator Shaker	8/24/2019	Infors USA Inc
INCS-Multitron-0063	Infors-HT	Multitron	E0920619FC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0062	see INCS-Multitron-0062
INCS-Multitron-0064	Infors-HT	Multitron	E0930619FC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0062	see INCS-Multitron-0062
INCS-Innova-0004	Eppendorf North America Inc	Innova 44R	SI44HP304866	SF Bay Area	Incubator Shaker	12/11/2017	Eppendorf North America
INCS-Innova-0005	Eppendorf North America Inc	Innova 44R	SI44HP004865	SF Bay Area	Incubator Shaker	INCS-Innova-0004	see INCS-Innova-0004
INCS-Innova-0006	Eppendorf North America Inc	Innova 44R	SI44HP104823	SF Bay Area	Incubator Shaker	INCS-Innova-0004	see INCS-Innova-0004
INCS-Multitron-0034	Infors-HT	Multitron Pro	C1050814PT3	SF Bay Area	Incubator Shaker	12/1/2017	Infors USA Inc
INCS-Multitron-0035	Infors-HT	Multitron Pro	C1060814PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0034	see INCS-Multitron-0034
INCS-Multitron-0036	Infors-HT	Multitron Pro	C1070814PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0034	see INCS-Multitron-0034

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCS-Multitron-0040	Infors-HT	Multitron Pro	C551115PT3	SF Bay Area	Incubator Shaker	12/1/2017	Infors USA Inc
INCS-Multitron-0041	Infors-HT	Multitron Pro	C5561115PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0040	see INCS-Multitron-0040
INCS-Multitron-0042	Infors-HT	Multitron Pro	C5551115PT3	SF Bay Area	Incubator Shaker	INCS-Multitron-0040	see INCS-Multitron-0040
INCS-Innova-0043	Eppendorf North America Inc	Innova 44R	SI44GN604192	SF Bay Area	Incubator Shaker	6/14/2016	
INCS-Innova-0044	Eppendorf North America Inc	Innova 44R	SI44GN704171	SF Bay Area	Incubator Shaker	INCS-Innova-0043	see INCS-Innova-0043
INCS-Innova-0045	Eppendorf North America Inc	Innova 44R	SI44GN304169	SF Bay Area	Incubator Shaker	INCS-Innova-0043	see INCS-Innova-0043
INCS-Multitron-0022	Infors-HT	Multitron Pro	D8391218PT3	SF Bay Area	Incubator Shaker	11/21/2018	Infors USA Inc
INCS-Multitron-0023	Infors-HT	Multitron Pro	D8401218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0022	see INCS-Multitron-0022
INCS-Multitron-0024	Infors-HT	Multitron Pro	D8411218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0022	see INCS-Multitron-0022
INCS-Innova-0007	Eppendorf North America Inc	Innova 44R	SI44HP704867	SF Bay Area	Incubator Shaker	11/14/2018	Eppendorf North America
INCS-Innova-0008	Eppendorf North America Inc	Innova 44R	SI44HP704879	SF Bay Area	Incubator Shaker	INCS-Innova-0007	see INCS-Innova-0007
INCS-Innova-0010	Eppendorf North America Inc	Innova 44R	SI44GQ904343	SF Bay Area	Incubator Shaker	INCS-Innova-0007	see INCS-Innova-0007
INCS-Innova-0011	Eppendorf North America Inc	Innova 44R	SI44GQ004337	SF Bay Area	Incubator Shaker	8/30/2017	
INCS-Innova-0012	Eppendorf North America Inc	Innova 44R	SI44HN104740	SF Bay Area	Incubator Shaker	8/30/2017	
INCS-Innova-0014		Innova 44R	SI44IH004967	SF Bay Area	Incubator Shaker	12/11/2017	Eppendorf North America
INCS-Innova-0015	Eppendorf North America Inc	Innova 44R	SI44IH804970	SF Bay Area	Incubator Shaker	8/30/2017	
INCS-Innova-0036	Eppendorf North America Inc	Innova S44i	S44IJJ902733	SF Bay Area	Incubator Shaker	3/29/2019	Eppendorf North America
INCS-Innova-0037	Eppendorf North America Inc	Innova S44i	S44IIJ402155	SF Bay Area	Incubator Shaker	INCS-Innova-0037	see INCS-Innova-0037

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCS-Innova-0038	Eppendorf North America Inc	Innova S44i	S44IIJ102157	SF Bay Area	Incubator Shaker	INCS-Innova-0037	see INCS-Innova-0037
INCS-Multitron-0025	Infors-HT	Multitron Pro	D8421218PT3	SF Bay Area	Incubator Shaker	12/20/2017	Infors USA Inc
INCS-Multitron-0026	Infors-HT	Multitron Pro	D8431218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0025	see INCS-Multitron-0025
INCS-Multitron-0027	Infors-HT	Multitron Pro	D8441218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0025	see INCS-Multitron-0025
INCS-Multitron-0028	Infors-HT	Multitron Pro	D6440718PT3	SF Bay Area	Incubator Shaker	9/27/2018	Infors USA Inc
INCS-Multitron-0029	Infors-HT	Multitron Pro	D6450718PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0028	see INCS-Multitron-0028
INCS-Multitron-0030	Infors-HT	Multitron Pro	D6460718PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0028	see INCS-Multitron-0028
INCS-Multitron-0052	Infors-HT	Multitron	95970112BH2	SF Bay Area	Incubator Shaker	4/11/2019	Infors USA Inc
INCS-Multitron-0053	Infors-HT	Multitron	None	SF Bay Area	Incubator Shaker	INCS-Multitron-0052	see INCS-Multitron-0052
INCS-Multitron-0054	Infors-HT	Multitron	None	SF Bay Area	Incubator Shaker	INCS-Multitron-0052	see INCS-Multitron-0052
INCS-Multitron-0055	Infors-HT	Multitron	D6680818BT2	SF Bay Area	Incubator Shaker	11/1/2018	Infors USA Inc
INCS-Multitron-0056	Infors-HT	Multitron Pro	D6690818PC2	SF Bay Area	Incubator Shaker	INCS-Multitron-0055	see INCS-Multitron-0055
INCS-Multitron-0057	Infors-HT	Multitron	E1730919FC5	SF Bay Area	Incubator Shaker	11/13/2019	Infors USA Inc
INCS-Multitron-0058	Infors-HT	Multitron	E1740919FC5	SF Bay Area	Incubator Shaker	INCS-Multitron-0057	see INCS-Multitron-0057

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCS-VWR-0005	VWR Internaitonal	1585	9009716	SF Bay Area	Incubator Shaker	1/3/2019	VWR
INCS-Innova-0013	Eppendorf North America Inc	Innova 44R	SI44IG104957	SF Bay Area	Incubator Shaker	INCS-Innova-0014	see INCS-Innova-0014
INCS-Innova-0026	Eppendorf North America Inc	Innova 42R	SI42IG904217	SF Bay Area	Incubator Shaker	6/12/2018	Eppendorf North America
INCX-VWR-0053	VWR Internaitonal	89511-422	42149633	SF Bay Area	Incubator Static / Gravity	5/1/2019	VWR
INCX-VWR-0054	VWR Internaitonal	89511-422	42146477	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0053	see INCX-VWR-0053
INCX-IPP-0001	Memmert GmbH + Co. KG	IPP110plus	V419.0119	SF Bay Area	Incubator Static / Gravity		
INCX-Isotemp-0001	Thermo Fisher Scientific Inc.	151030513	42533058	SF Bay Area	Incubator Static / Gravity		
INCX-VWR-0002	VWR Internaitonal	89511-422	41692009	SF Bay Area	Incubator Static / Gravity	7/25/2017	VWR
INCX-VWR-0004	VWR Internaitonal	89511-422	41821910	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0002	see INCX-VWR-0002
INCX-VWR-0005	VWR Internaitonal	89511-422	42111434	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0002	see INCX-VWR-0002
INCX-VWR-0006	VWR Internaitonal	89511-422	42111438	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0002	see INCX-VWR-0002
INCX-VWR-0007	VWR Internaitonal	89511-422	42155918	SF Bay Area	Incubator Static / Gravity	7/25/2017	VWR
INCX-VWR-0008	VWR Internaitonal	89511-422	42155972	SF Bay Area	Incubator Static / Gravity	8/11/2017	VWR
INCX-VWR-0011	VWR Internaitonal	89511-420	42386149	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0012	VWR Internaitonal	89511-420	42346157	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0013	VWR Internaitonal	89511-420	42397988	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0014	VWR Internaitonal	89511-420	42343377	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0022	VWR Internaitonal	89511-422	42215957	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0008	see INCX-VWR-0008
INCX-VWR-0024	VWR Internaitonal	89511-422	42324887	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0008	see INCX-VWR-0008
INCX-VWR-0025	VWR Internaitonal	89511-422	51030016	SF Bay Area	Incubator Static / Gravity	8/23/2017	VWR
INCX-VWR-0037	VWR Internaitonal	89511-422	41773715	SF Bay Area	Incubator Static / Gravity	9/22/2017	VWR

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCX-VWR-0038	VWR Internaitonal	89511-422	42135147	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0037	see INCX-VWR-0037
INCX-VWR-0039	VWR Internaitonal	89511-422	42324943	SF Bay Area	Incubator Static / Gravity	10/19/2017	VWR
INCX-VWR-0040	VWR Internaitonal	89511-422	42318767	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0039	see INCX-VWR-0039
INCX-VWR-0043	VWR Internaitonal	89511-418	42324878	SF Bay Area	Incubator Static / Gravity	4/14/2016	
INCX-VWR-0044	VWR Internaitonal	89511-418	42301458	SF Bay Area	Incubator Static / Gravity	4/21/2016	
INCX-VWR-0051	VWR Internaitonal	89511-422	42146478	SF Bay Area	Incubator Static / Gravity	10/19/2018	VWR
INCX-VWR-0052	VWR Internaitonal	89511-422	42143556	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0051	see INCX-VWR-0051
INCX-VWR-0057	VWR Internaitonal	89511-422	42111426	SF Bay Area	Incubator Static / Gravity	10/6/2019	VWR
INCX-VWR-0026	VWR Internaitonal	89511-422	42400501	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0025	see INCX-VWR-0025
INCX-VWR-0058	VWR Internaitonal	89511-422	42135145	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0057	see INCX-VWR-0057
INCX-VWR-0029	VWR Internaitonal	89511-422	42377613	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0053	see INCX-VWR-0053
INCX-VWR-0030	VWR Internaitonal	89511-422	42399865	SF Bay Area	Incubator Static / Gravity	9/14/2019	VWR
INCX-VWR-0027	VWR Internaitonal	89511-422	42400495	SF Bay Area	Incubator Static / Gravity	12/11/2014	
LIQH-EVO-0002	Tecan US Inc.	EVO 2 - 200	808053771	SF Bay Area	Liquid Handler	7/2/2015	
LIQH-Fluent-0003	Tecan US Inc.	Fluent 780	1901007717	SF Bay Area	Liquid Handler	3/28/2019	Tecan US
LIQH-Fluent-0004	Tecan US Inc.	Fluent 780	1901007726	SF Bay Area	Liquid Handler	3/22/2019	Tecan US
LIQH-Echo-0002	Labcyte Inc.	Echo 550	E5XX-1722	SF Bay Area	Liquid Handler	5/1/2017	Labcyte
LIQH-Fluent-0002	Tecan US Inc.	Fluent 780	1811011697	SF Bay Area	Liquid Handler	1/28/2019	Tecan US
LIQH-EVO-0009	Tecan US Inc.	EVO 2 - 200	1108004275	SF Bay Area	Liquid Handler	1/3/2017	
LIQH-EVO-0015	Tecan US Inc.	EVO 2 - 200	1705006159	SF Bay Area	Liquid Handler	6/23/2017	
LIQH-EVO-0003	Tecan US Inc.	EVO 2 - 200	905002952	SF Bay Area	Liquid Handler	12/31/2015	

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
LIQH-EVO-0012	Tecan US Inc.	EVO 2 - 200	1702007715	SF Bay Area	Liquid Handler	4/17/2017	Tecan US
LIQH-EVO-0010	Tecan US Inc.	EVO 2 - 200	901001162	SF Bay Area	Liquid Handler	1/3/2017	
LIQH-EVO-0018	Tecan US Inc.	EVO 2 - 200	1902009788	SF Bay Area	Liquid Handler	4/23/2019	Tecan US
LIQH-Fluent-0001	Tecan US Inc.	Fluent 780	1802010974	SF Bay Area	Liquid Handler	2/19/2019	Tecan US
LYOX-FreeZone-0002	Labconco	710612100	180964455	SF Bay Area	Lyophilizer	9/13/2022	Fisher Scientific
OVEN-Heratherm-0009	Thermo Fisher Scientific Inc.	Heratherm OMH180	42752973	SF Bay Area	Oven	1/1/2019	Fisher Scientific
OVEN-VWR-0009	VWR Internaitonal	89511-412	42698125	SF Bay Area	Oven	6/21/2022	VWR
PLRE-Spark-0006	Tecan US Inc.	Spark	1903006784	SF Bay Area	Plate Reader	3/27/2019	Tecan US
PLSL-PlateLoc-0031	Agilent Technologies Inc.	G5585A/01867-201	SG1926A102	SF Bay Area	Plate Sealer	8/1/2019	Agilent Technologies
SCLE-VX-0001		VX32XW2500L	B835339184	SF Bay Area	Scale		
VBSE-ETA-0001	Flow Sciences, INC	ETA483024ACA	07-AB-26-01	SF Bay Area	Ventilated Balance Safety Enclosure		
VBSE-XPert-0002		Catalog No.: 3930432	180963774 E	SF Bay Area	Ventilated Balance Safety Enclosure	7/22/2019	VWR
CLBE-387-0002	Labconco	3873021	170238820C	SF Bay Area	Horizontal Clean Bench		
	Airclean Systems	AC23824TE	AC23824TE740	SF Bay Area	Benchtop Enclosure		

Emeryville Phase II

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1591	TACM-TC4SC4-0032	Eppendorf North America Inc	TC4SCB V2.0	3011424	Device	TC4SCB	Temperature and Agitation Controller Module
	BIOR-Dasgip-0036	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2501	CDTR-InfinityDAD-0006	Agilent Technologies Inc.	G7117C	DEAEK07781	Module	InfinityDAD	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2869	CDTR-InfinityELSD-0001	Agilent Technologies Inc.	G72826A	GB20480007	Module	InfinityELSD	Chromatography
LE2503	INJR-InfinityInjector-0008	Agilent Technologies Inc.	G7129C	DEAGQ02430	Module	InfinityInjector	Chromatography
LE2504	PUMP-InfinityPump-0008	Agilent Technologies Inc.	G7104C	DEAGZ02002	Module	InfinityPump	Chromatography
LE2502	TSCO-InfinityColumnOven-0006	Agilent Technologies Inc.	G7116A	DEAEM07100	Module	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-IPC-0001	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
LE1546	BIOB-BioBlock-0026	Eppendorf North America Inc	TC V2.0	3008492	Device	BioBlock	Bioblock
LE1569	GASM-MX44-0026	Eppendorf North America Inc	MX4/4	3011268	Device	MX4/4H	Gassing Module
LE1570	PHDO-PH4PO4-0026	Eppendorf North America Inc	PH4PO4 V2.0	3011201	Device	PH4PO4	pH and DO Module
LE1548	PUMP-MP8-0053	Eppendorf North America Inc	MP8 V2.0	3010940	Device	MP8	Pump Module
LE1549	PUMP-MP8-0054	Eppendorf North America Inc	MP8 V2.0	3010956	Device	MP8	Pump Module
LE1568	TACM-TC4SC4-0026	Eppendorf North America Inc	TC4SCB V2.0	3011275	Device	TC4SCB	Temperature and Agitation Controller Module
	BIOR-Dasgip-0026	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE1543	BIOB-BioBlock-0027	Eppendorf North America Inc	TC V2.0	3008590	Device	BioBlock	Bioblock
LE1560	GASM-MX44-0027	Eppendorf North America Inc	MX4/4	3011415	Device	MX4/4H	Gassing Module
LE1561	PHDO-PH4PO4-0027	Eppendorf North America Inc	PH4PO4 V2.0	3011368	Device	PH4PO4	pH and DO Module
LE1556	PUMP-MP8-0057	Eppendorf North America Inc	MP8 V2.0	3011566	Device	MP8	Pump Module
LE1557	PUMP-MP8-0058	Eppendorf North America Inc	MP8 V2.0	3011380	Device	MP8	Pump Module
LE1558	PUMP-MP8-0059	Eppendorf North America Inc	MP8 V2.0	3011356	Device	MP8	Pump Module
LE1559	TACM-TC4SC4-0027	Eppendorf North America Inc	TC4SCB V2.0	3011463	Device	TC4SCB	Temperature and Agitation Controller Module
LE1544	BIOB-BioBlock-0028	Eppendorf North America Inc	TC V2.0	3008594	Device	BioBlock	Bioblock
LE1563	GASM-MX44-0028	Eppendorf North America Inc	MX4/4	3011407	Device	MX4/4H	Gassing Module
LE1564	PHDO-PH4PO4-0028	Eppendorf North America Inc	PH4PO4 V2.0	3011373	Device	PH4PO4	pH and DO Module
LE1553	PUMP-MP8-0060	Eppendorf North America Inc	MP8 V2.0	3011581	Device	MP8	Pump Module
LE1554	PUMP-MP8-0061	Eppendorf North America Inc	MP8 V2.0	3011381	Device	MP8	Pump Module

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1555	PUMP-MP8-0062	Eppendorf North America Inc	MP8 V2.0	3011374	Device	MP8	Pump Module
LE1562	TACM-TC4SC4-0028	Eppendorf North America Inc	TC4SCB V2.0	3011385	Device	TC4SCB	Temperature and Agitation Controller Module
LE1573	BIOB-BioBlock-0029	Eppendorf North America Inc	TC V2.0	3008595	Device	BioBlock	Bioblock
LE1599	GASM-MX44-0029	Eppendorf North America Inc	MX4/4	3011395	Device	MX4/4H	Gassing Module
LE1598	PHDO-PH4PO4-0029	Eppendorf North America Inc	PH4PO4 V2.0	3011405	Device	PH4PO4	pH and DO Module
LE1571	PUMP-MP8-0063	Eppendorf North America Inc	MP8 V2.0	3011378	Device	MP8	Pump Module
LE1572	PUMP-MP8-0064	Eppendorf North America Inc	MP8 V2.0	3011375	Device	MP8	Pump Module
LE1600	TACM-TC4SC4-0029	Eppendorf North America Inc	TC4SCB V2.0	3011411	Device	TC4SCB	Temperature and Agitation Controller Module
CTPC06799	PLTF-DasgipControlSystem-0009	Eppendorf North America Inc	DasgipControlSystem	I Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0029	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE1576	BIOB-BioBlock-0030	Eppendorf North America Inc	TC V2.0	3008592	Device	BioBlock	Bioblock
LE1596	GASM-MX44-0030	Eppendorf North America Inc	MX4/4	3010980	Device	MX4/4H	Gassing Module
LE1595	PHDO-PH4PO4-0030	Eppendorf North America Inc	PH4PO4 V2.0	3011372	Device	PH4PO4	pH and DO Module
LE1575	PUMP-MP8-0065	Eppendorf North America Inc	MP8 V2.0	3011377	Device	MP8	Pump Module
LE1574	PUMP-MP8-0066	Eppendorf North America Inc	MP8 V2.0	3011396	Device	MP8	Pump Module
LE1597	TACM-TC4SC4-0030	Eppendorf North America Inc	TC4SCB V2.0	3011461	Device	TC4SCB	Temperature and Agitation Controller Module
	BIOR-Dasgip-0030	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE1579	BIOB-BioBlock-0031	Eppendorf North America Inc	TC V2.0	3008597	Device	BioBlock	Bioblock
LE1593	GASM-MX44-0031	Eppendorf North America Inc	MX4/4	3011334	Device	MX4/4H	Gassing Module
LE1592	PHDO-PH4PO4-0031	Eppendorf North America Inc	PH4PO4 V2.0	3011453	Device	PH4PO4	pH and DO Module
LE1577	PUMP-MP8-0067	Eppendorf North America Inc	MP8 V2.0	3011379	Device	MP8	Pump Module
LE1578	PUMP-MP8-0068	Eppendorf North America Inc	MP8 V2.0	3011388	Device	MP8	Pump Module
LE1594	TACM-TC4SC4-0031	Eppendorf North America Inc	TC4SCB V2.0	3011425	Device	TC4SCB	Temperature and Agitation Controller Module
LE1582	BIOB-BioBlock-0032	Eppendorf North America Inc	TC V2.0	3008596	Device	BioBlock	Bioblock
LE1590	GASM-MX44-0032	Eppendorf North America Inc	MX4/4	3011394	Device	MX4/4H	Gassing Module

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1589	PHDO-PH4PO4-0032	Eppendorf North America Inc	PH4PO4 V2.0	3010916	Device	PH4PO4	pH and DO Module
LE1580	PUMP-MP8-0069	Eppendorf North America Inc	MP8 V2.0	3011281	Device	MP8	Pump Module
LE1581	PUMP-MP8-0070	Eppendorf North America Inc	MP8 V2.0	3011027	Device	MP8	Pump Module
LE2686	BIOB-BioBlock-0033	Eppendorf North America Inc	TC V2.0	3008588	Device	BioBlock	Bioblock
LE2688	GASM-MX44-0033	Eppendorf North America Inc	MX4/4	3011393	Device	MX4/4H	Gassing Module
LE2689	PHDO-PH4PO4-0033	Eppendorf North America Inc	PH4PO4 V2.0	3011083	Device	PH4PO4	pH and DO Module
LE2684	PUMP-MP8-0071	Eppendorf North America Inc	MP8 V2.0	3011343	Device	MP8	Pump Module
LE2685	PUMP-MP8-0072	Eppendorf North America Inc	MP8 V2.0	3011345	Device	MP8	Pump Module
LE2742	PUMP-MP8-0083	Eppendorf North America Inc	MP8 V2.0	3012748	Device	MP8	Pump Module
LE2687	TACM-TC4SC4-0033	Eppendorf North America Inc	TC4SCB V2.0	3011386	Device	TC4SCB	Temperature and Agitation Controller Module
CTPC06788	PLTF-DasgipControlSystem-0011	Eppendorf North America Inc	DasgipControlSystem	K Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0033	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2692	BIOB-BioBlock-0034	Eppendorf North America Inc	TC V2.0	3008570	Device	BioBlock	Bioblock
LE2706	GASM-MX44-0036	Eppendorf North America Inc	MX4/4	3011469	Device	MX4/4H	Gassing Module
LE2707	PHDO-PH4PO4-0036	Eppendorf North America Inc	PH4PO4 V2.0	3011370	Device	PH4PO4	pH and DO Module
LE2702	PUMP-MP8-0077	Eppendorf North America Inc	MP8 V2.0	3011360	Device	MP8	Pump Module
LE2703	PUMP-MP8-0078	Eppendorf North America Inc	MP8 V2.0	3011031	Device	MP8	Pump Module
LE2698	BIOB-BioBlock-0035	Eppendorf North America Inc	TC V2.0	3008598	Device	BioBlock	Bioblock
LE2700	GASM-MX44-0035	Eppendorf North America Inc	MX4/4	3011414	Device	MX4/4H	Gassing Module
LE2696	PUMP-MP8-0075	Eppendorf North America Inc	MP8 V2.0	3011358	Device	MP8	Pump Module
LE2697	PUMP-MP8-0076	Eppendorf North America Inc	MP8 V2.0	3011413	Device	MP8	Pump Module
LE2704	BIOB-BioBlock-0036	Eppendorf North America Inc	TC V2.0	3008591	Device	BioBlock	Bioblock
LE2694	GASM-MX44-0034	Eppendorf North America Inc	MX4/4	3011403	Device	MX4/4H	Gassing Module
LE2695	PHDO-PH4PO4-0034	Eppendorf North America Inc	PH4PO4 V2.0	3011432	Device	PH4PO4	pH and DO Module
LE2690	PUMP-MP8-0073	Eppendorf North America Inc	MP8 V2.0	3011362	Device	MP8	Pump Module
LE2691	PUMP-MP8-0074	Eppendorf North America Inc	MP8 V2.0	3011342	Device	MP8	Pump Module
LE2693	TACM-TC4SC4-0034	Eppendorf North America Inc	TC4SCB V2.0	3011439	Device	TC4SCB	Temperature and Agitation Controller Module
LE1308	PRNT-9410-0001	Markem-Imaje Corp	9410	US19010415	Device	9410	Label Printer

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1306	BKDS-MediaJet-0002	Integra Biosciences Inc.	MediaJet	10318998	Device	MediaJet	Bulk Dispenser
LE0596	LIQH-Bravo-0003	Agilent Technologies Inc.	16050-101	USS2009400037	Device	Bravo	Liquid Handler
	MODX-FI-0001	Zymergen Inc			Module	Platform	Platform
	CDTR-UltimateDAD-0001	Thermo Electron North America LLC	5082.001	8126020	Device	UltimateDAD	Chromatography
	INJR-UltimateInjector-0001	Thermo Electron North America LLC	5840.002	8126988	Device	UltimateInjector	Chromatography
	MSSP-QEMS-0001	Thermo Electron North America LLC	EXR0726020	SN02631L	Device	QEMS	Mass Spectrometry System
	PUMP-UltimatePump-0001	Thermo Electron North America LLC	5040.0046	8126434	Device	UltimatePump	Chromatography
	TSCO-UltimateColumnOven-0001	Thermo Electron North America LLC	5730	6013410	Device	UltimateColumnOven	Column Oven (Component of Agilent HPLC system)
	PLTF-QE-0001	ThermoFisher Scientific Inc.			Platform	Platform	Platform (Automation Customized)
	ZRAC-XPeel-0001	Zymergen Inc	XPeel		Sub-Module	Platform	Plate Peeler
CTPC06785	PLTF-DasgipControlSystem-0008	Eppendorf North America Inc	DasgipControlSystem	G Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0027	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
	BIOR-Dasgip-0028	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2740	PUMP-MP8-0081	Eppendorf North America Inc	MP8 V2.0	3012733	Device	MP8	Pump Module
CTPC06792	PLTF-DasgipControlSystem-0010	Eppendorf North America Inc	DasgipControlSystem	J Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0031	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2741	PUMP-MP8-0082	Eppendorf North America Inc	MP8 V2.0	3012708	Device	MP8	Pump Module
	BIOR-Dasgip-0032	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2743	PUMP-MP8-0084	Eppendorf North America Inc	MP8 V2.0	3012749	Device	MP8	Pump Module
LE2705	TACM-TC4SC4-0036	Eppendorf North America Inc	TC4SCB V2.0	3011472	Device	TC4SCB	Temperature and Agitation Controller Module
CTPC06790	PLTF-DasgipControlSystem-0012	Eppendorf North America Inc	DasgipControlSystem	L Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0034	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2701	PHDO-PH4PO4-0035	Eppendorf North America Inc	PH4PO4 V2.0	3011452	Device	PH4PO4	pH and DO Module

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	BIOR-Dasgip-0035	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2699	TACM-TC4SC4-0035	Eppendorf North America Inc	TC4SCB V2.0	3011390	Device	TC4SCB	Temperature and Agitation Controller Module
LE2464	GSCR-ATGC-0001	Agilent Technologies Inc.	7890B (G3440B)	US19023016	Sub-Module	ATGC	
LE2463	INJR-ATGCInjector-0001	Agilent Technologies Inc.	G4513A	CN16360121	Sub-Module	ATGCInjector	Chromatography
LE2470	INJR-ATGCSampler-0001	Agilent Technologies Inc.	G4514A	CN18260081	Sub-Module	ATGCSampler	Chromatography
	PLTF-GC-0001	Agilent Technologies Inc.			Platform	GC	Platform (Automation Customized)
	MSSP-ATGCMS-0002	Agilent Technologies Inc.	5977B	US1818R008	Device	ATGCMS	Mass Spectrometry System
	MSSP-ATGCMS-0003	Agilent Technologies Inc.	5977B	US2038M032	Device	ATGCMS	Mass Spectrometry System
LE0662	PLSH-BioShake-0002	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0723	PLSH-Bioshake-0032	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0500	LIQH-EVOMCA96-0011	Tecan US Inc.	96 MCA Head	907005884	Device	EVOMCA96	Liquid Handler
LE0494	LIQH-EVOMCA96-0003	Tecan US Inc.	96 MCA Head	807002571	Device	EVOMCA96	Liquid Handler
LE0731	LIQH-Bravo384ST-0015	Agilent Technologies Inc.	04318-201	SG1824N002	Device	Bravo384ST	Liquid Handler
	GSCR-ATGC-0004	Agilent Technologies Inc.	7890B	US19023016	Device	ATGC	Chromatography
	INJR-ATGCInjector-0004	Agilent Technologies Inc.	G4513A	CN16360121	Device	ATGCInjector	Chromatography
	INJR-ATGCSampler-0004	Agilent Technologies Inc.	G4514A	CN18260081	Device	ATGCSampler	Chromatography
	PLTF-GCMS-0002	Agilent Technologies Inc.			Platform	GCMS	Platform (Automation Customized)
	GSCR-ATGC-0005	Agilent Technologies Inc.	8890	US2041A012	Device	ATGC	Chromatography
	INJR-ATGCHeadspace-0001	Agilent Technologies Inc.	7697A	CN18350082	Device	ATGCHeadspace	Chromatography
	INJR-ATGCInjector-0005	Agilent Technologies Inc.	G4513A	RO20527008	Device	ATGCInjector	Chromatography
	INJR-ATGCSampler-0005	Agilent Technologies Inc.	G4514A	RO20375050	Device	ATGCSampler	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	PLTF-HSGCMS-0001	Agilent Technologies Inc.			Platform	HSGCMS	Platform (Automation Customized)
LE0283	ACLV-Yam-0003	Yamato Scientific co., ltd.	SN-510C	J1604011		Yam	Autoclave
LE0419	ACLV-Yam-0004	Yamato Scientific co., ltd.	SQ-510C	J1712187		Yam	Autoclave
LE0808	ACLV-Yam-0005	Yamato Scientific co., ltd.	SQ-510C	J1806137		Yam	Autoclave
LE0994	ACLV-Yam-0006	Yamato Scientific co., ltd.	SQ-510C	J1806134		Yam	Autoclave
LE0264	AIRC-JunAir-0002	JUN AIR Inc	2xOF1202-40MQ6	616092344		JunAir	Air Compressor
LE2001	AIRC-JunAir-0004	JUN AIR Inc	OF302-25MQ2	319800104		JunAir	Air Compressor
LE2075	AIRC-JunAir-0005	JUN AIR Inc	2xOF1202-40MQ6	518802378		JunAir	Air Compressor
LE2083	AIRC-JunAir-0006	JUN AIR Inc	OF1202-40MQ3	617800617		JunAir	Air Compressor
LE2084	AIRC-JunAir-0007	JUN AIR Inc	2xOF1202-40MQ6	1616800604		JunAir	Air Compressor
	AIRC-JunAir-0010	JUN AIR Inc	2xOF1202-40MQ6	216801580		JunAir	Air Compressor
	ARSR-PCE-0001	PCE Holding GmbH	PCE-AS1	CY-141283		PCE	
LE2107	BALX-Explorer-0002	Mettler-Toledo, LLC	EX10202	C108216122			Balance (precision scale)
LE0147	BALX-Fact-0001	Mettler-Toledo, LLC	AB304-S/Fact	1127442736		Fact	Balance (precision scale)
None	BALX-LabForce-0001	Thomas Scientific	TS-E-6001	10232016136		LabForce	Balance (precision scale)
LE2126	BARO-2320-0001		2320EXT-EH	20093			
None	BATH-Branson-0001	Emerson Electric Co.	CPX5800H	BG0101839660B		Branson	Temp controlled water bath
None	BATH-Branson-0002	Emerson Electric Co.	M3800	BGI051882890B		Branson	Temp controlled water bath
None	BATH-Branson-0003	Emerson Electric Co.	CPX2800H	BGG031863320B		Branson	Temp controlled water bath
None	BATH-Branson-000X	Emerson Electric Co.	M3800	BGI032039430B		Branson	Temp controlled water bath
None	BATH-Isotemp-0002	Fisher Scientific	Isotemp205	210N0912		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0004	Fisher Scientific	FSGPD05	300222304		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0005	Fisher Scientific	FSGPD05	300222305		Isotemp	Temp controlled water bath

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	BATH-Isotemp-0006	Fisher Scientific	2239	300010220		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0007	Fisher Scientific	2239	300010220		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0009	Fisher Scientific	FSGPD05	300146818		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0010	Fisher Scientific	FSGPD05	300202506		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0011	Fisher Scientific	FSGPD05	300058916		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0013	Fisher Scientific	FSGPD05	300222304		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0014	Fisher Scientific	FS Drybath-Stdrd 2blck 100-120v	I6BF60022182		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0015	Fisher Scientific	FSGPD02	300440154			Temp controlled water bath
None	BATH-Isotemp-0016	Fisher Scientific	FSGPD02	300435776			Temp controlled water bath
None	BATH-Labnet-0001	Corning Inc.	D1100	41A08065		Labnet	Temp controlled water bath
None	BATH-Labnet-0002	Corning Inc.	D1100	41A08017		Labnet	Temp controlled water bath
None	BATH-Labnet-0003	Corning Inc.	D1100	41A08065		Labnet	Temp controlled water bath
None	BATH-Thermo-0001	Thermo Fisher Scientific Inc.	2837	203349		Thermo	Temp controlled water bath
None	BATH-VWR-0001	VWR Internaitonal	12621-108	100201015		VWR	Temp controlled water bath
None	BATH-VWR-0003	VWR Internaitonal	WB02	W41790268		VWR	Temp controlled water bath
None	BATH-VWR-0004	VWR Internaitonal	WB05	W417C0389		VWR	Temp controlled water bath
None	BATH-VWR-0015	VWR Internaitonal	ANALOG 2 BLOCK HEATER 120V	100201015		VWR	Temp controlled water bath
None	BATH-VWR-0016	PolySciences, Inc.	WB20	W21551717		Poly	Temp controlled water bath
LE0050	BKDS-WellMate-0006	Matrix Technologies Corp	WellMate	689	Device	WellMate	Bulk Dispenser
LE1246	BKDS-WellMate-0007	Matrix Technologies Corp	WellMate	122	Device	WellMate	Bulk Dispenser

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2339	BSCX-EF-0003	Enviroflo, Inc	EF-2000-03	19-03111-0906			Bio Safety Cabinet (BSC)
LE2029	BSCX-NU-0007	Nuaire, Inc.	NU-540-600	1.93511E+11		NU	Bio Safety Cabinet (BSC)
LE0781	BSCX-NU-0008	Nuaire, Inc.	NU-425-600	1.63449E+11		NU	Bio Safety Cabinet (BSC)
LE2014	BSCX-NU-0010	Nuaire, Inc.	NU-540-600	1.92945E+11		NU	Bio Safety Cabinet (BSC)
LE0778	BSCX-NU-0011	Nuaire, Inc.	NU-540-600	1.78727E+11		NU	Bio Safety Cabinet (BSC)
LE0181	BSCX-NU-0012	Nuaire, Inc.	NU-425-600	1.70859E+11		NU	Bio Safety Cabinet (BSC)
LE2013	BSCX-NU-0013	Nuaire, Inc.	NU-540-600	1.92944E+11		NU	Bio Safety Cabinet (BSC)
	BSCX-NU-0014						
LE0229	BSCX-NU-0015	Nuaire, Inc.	NU-540-600	1.76057E+11		NU	Bio Safety Cabinet (BSC)
LE0942	BSCX-NU-0018	Nuaire, Inc.	NU-540-600	1.82593E+11		NU	Bio Safety Cabinet (BSC)
LE2751	CALM-DSC-0001	TA Instruments - Waters LLC	25	DSC2A-00956	Device	DSC	
None	CENT-54-0023	Eppendorf North America Inc	5415D	542536876		54	Centrifuge
None	CENT-54-0034	Eppendorf North America Inc	5453	5453ER488167		54	Centrifuge
None	CENT-54-0039	Eppendorf North America Inc	5453	5453K384061		54	Centrifuge
None	CENT-54-0040	Eppendorf North America Inc	5415D	54250070915		54	Centrifuge
None	CENT-54-0041	Eppendorf North America Inc	5415D	54250077891		54	Centrifuge
None	CENT-54-0042	Eppendorf North America Inc	5415D	542531587		54	Centrifuge
None	CENT-54-0043	Eppendorf North America Inc	5417C	541708954		54	Centrifuge
None	CENT-54-0044	Eppendorf North America Inc	5453	35686		54	Centrifuge
None	CENT-54-0045	Eppendorf North America Inc	5452	5452EL984378		54	Centrifuge
None	CENT-54-0053	Eppendorf North America Inc	5452	5452EL98478		54	Centrifuge
None	CENT-54-0063	Eppendorf North America Inc	5415D	542552881		54	Centrifuge
LE1826	CENT-54-0001	Eppendorf North America Inc	5702	5702BI830390		57	Centrifuge
LE2829	CENT-54-0005	Eppendorf North America Inc	5810R	5811IN988873			Centrifuge
LE2415	CENT-Allegra-0001	Beckman Coulter	392932	ALP09829		Allegra	Centrifuge
LE0165	CENT-Avanti-0003	Beckman Coulter	AvantiJ-E	JSE15J14		Avanti	Centrifuge
LE2057	CENT-Avanti-0008	Beckman Coulter	AvantiJ-E	JSE17H11		Avanti	Centrifuge
LE2031	CENT-Avanti-0010	Beckman Coulter	AvantiJ-E	JSE18E05		Avanti	Centrifuge
LE2425	CENT-Avanti-0015	Beckman Coulter	AvantiJ-E	JSE19C19		Avanti	Centrifuge
None	CENT-Mini-0003	VWR Internaitonal	C1603	A110-02325		Mini	Centrifuge
None	CENT-Mini-0004	SCILOGEX	D1008	HG4A009117		Mini	Centrifuge
None	CENT-Mini-0005	Accuflow Systems, Inc.	Myfuge	mini-fuge-10686		Mini	Centrifuge
None	CENT-Mini-0006	Fisher Scientific	Sprout	HSB29286		Mini	Centrifuge

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	CENT-Mini-0007	Fisher Scientific	Sprout	HSB29288		Mini	Centrifuge
LE2209	CHLL-Merlin-0001	ThermoFisher Scientific Inc.	Merlin M75	1122659301190709			Chiller
	CHLL-Merlin-0003	Thermo Fisher Scientific Inc.	Merlin M75	1122474501190304			Chiller
	CHLL-MicroCool-0005	Lauda Brinkmann	MC 1200	LWM422-15-0004		MicroCool	Chiller
LE1665	CHLL-MicroCool-0006	Lauda Brinkmann	MC 1200	S180006302		MicroCool	Chiller
LE1667	CHLL-MicroCool-0008	Lauda Brinkmann	MC 1200	S180000081		MicroCool	Chiller
LE1668	CHLL-MicroCool-0009	Lauda Brinkmann	MC 1200	S190002632		MicroCool	Chiller
LE1669	CHLL-MicroCool-0010	Lauda Brinkmann	MC 1200	S190002630		MicroCool	Chiller
LE1671	CHLL-MicroCool-0012	Lauda Brinkmann	MC 1200	S180012476		MicroCool	Chiller
LE2452	CHLL-MicroCool-0013	Lauda Brinkmann	MC 1200	S180006304		MicroCool	Chiller
LE2454	CHLL-MicroCool-0014	Lauda Brinkmann	MC 1200	S180013272		MicroCool	Chiller
LE2456	CHLL-MicroCool-0015	Lauda Brinkmann	MC 1200	S180002521		MicroCool	Chiller
	CHLL-MicroCool-0016	Lauda Brinkmann	MC 1200			MicroCool	Chiller
LE2455	CHLL-ThermoFlex-0002	Thermo Fisher Scientific Inc.	ThermoFlex 1400	1.2788E+14		ThermoFlex	Chiller
None	CLBE-387-0003	Labconco	3873021	170238820C		387	
LE2733	CMTR-SevenExcellence-0002	Mettler-Toledo, LLC	SevenExcellence	B850927230			
None	FFUX-Whisper-0006	Terra Universal Inc.	6601-1624-H	AS061880119		Whisper	Fan Filter Unit
None	FFUX-Whisper-0009	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152005		Whisper	Fan Filter Unit
LE2619	FFUX-Whisper-0010	Terra Universal Inc.	6601-1624-H	6601-1624-HP134673001		Whisper	Fan Filter Unit
LE2205	FFUX-Whisper-0011	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152006		Whisper	Fan Filter Unit
LE2207	FFUX-Whisper-0014	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152001		Whisper	Fan Filter Unit
LE2493	FLCR-Isolera-0001	Biotage LLC	Isolera One	DEBBH00134	Device	Isolera	
None	FRZR-Isotemp-0002	Fisher Scientific	GT05FFEEFSA	300415502		Isotemp	Freezer (-20C)
None	FRZR-Sears-0006	Sears Holdings	253.2244241	WB61447281		Sears	Freezer (-20C)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0329	FRZR-VWR-0004	VWR Internaitonal	MFP-30-TS	VWR-17A0011-1701		VWR	Freezer (-20C)
LE2334	Fume-AirClean-0003	Airclean Systems Inc	AC4000S	AC4000S-1290			Fume Hood
LE2833	Fume-AirClean-0008	Airclean Systems Inc	AC23824A	AC23824A-780			Fume Hood
	--	Airclean Systems Inc	AC23824A	AC23824A-808			Fume Hood
	--	Airclean Systems Inc	AC23824A	AC23824A-726			Fume Hood
LE0280	Fume-Genie-0001		None	EQ-088			Fume Hood
LE2109	Fume-Paramount-0001	Labconco	6963401	210308956 A			Fume Hood
LE2827	Fume-Protector-0012	Labconco	1.1061E+13	201001738C			Fume Hood
LE2828	Fume-Protector-0013	Labconco	1.1061E+13	2010208012C			Fume Hood
LE2134	Fume-Protector-0014	Labconco	180610200	210817143 B			Fume Hood
LE2754	HZMR-HazeGard-0001	Byk USA Inc.	haze-gard i	1334688	Device	HazeGard	
LE0170	ICEX-F330-0001	Hoshizaki America, Inc.	F-330BAH	F04121G		F330	Ice Maker
LE0420	ICEX-F330-0003	Hoshizaki America, Inc.	F-330BAJ	G00383B		F330	Ice Maker
LE2073	ICEX-F330-0004	Hoshizaki America, Inc.	F-330BAJ	G003918		F330	Ice Maker
LE0266	ICEX-F330-0005	Hoshizaki America, Inc.	F-330BAH	V11044F		F330	Ice Maker
LE2411	yes	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR17835	Device	GelDoc	
LE2048	IMSM-GelDoc-0003	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR17506	Device	GelDoc	
LE0108	IMSM-GelDoc-0004	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR12156	Device	GelDoc	
LE0348	INCS-Innova-0021	Eppendorf North America Inc	Innova 44R	SI44GQ304347		Innova	Incubator Shaker
LE0347	INCS-Innova-0022	Eppendorf North America Inc	Innova 44R	SI44GQ204344		Innova	Incubator Shaker
LE0292	INCS-Innova-0030	Eppendorf North America Inc	Innova 44R	SI44FL103665		Innova	Incubator Shaker
LE0293	INCS-Innova-0031	Eppendorf North America Inc	Innova 44R	SI44FL803664		Innova	Incubator Shaker
LE0411	INCS-Innova-0039	Eppendorf North America Inc	Innova 42R	SI42HK503845		Innova	Incubator Shaker
LE0424	INCS-Innova-0040	Eppendorf North America Inc	Innova 44R	SI44GN604167		Innova	Incubator Shaker
LE0425	INCS-Innova-0041	Eppendorf North America Inc	Innova 44R	SI44GM604166		Innova	Incubator Shaker
LE0426	INCS-Innova-0042	Eppendorf North America Inc	Innova 44R	SI44GN304170		Innova	Incubator Shaker
LE1612	INCS-Innova-0047	Eppendorf North America Inc	Innova 44R	SI44HR204946		Innova	Incubator Shaker
LE0468	INCS-Labnet-0001	Corning Inc.	211DS	3020518		Labnet	Incubator Shaker
LE0422	INCS-MaxQ-0002	Thermo Fisher Scientific Inc.	SHKE4000	300153672		MaxQ	Incubator Shaker
LE0157	INCS-VWR-0008	VWR Internaitonal	1585 R	5007416		VWR	Incubator Shaker
LE0453	INCX-VWR-0009	VWR Internaitonal	89511-422	42155944		VWR	Incubator Static / Gravity
None	INCX-VWR-0065	VWR Internaitonal	NACN: 10055-006	19010104		VWR	Incubator Static / Gravity
LE1632	LFHX-NU-0001	Nuaire, Inc.	NU-S240-630	1.92288E+11		NU	Laminar Flow Hood
LE0390	LFHX-NU-0002	Nuaire, Inc.	NU-S201-630	1.82381E+11		NU	Laminar Flow Hood
LE0391	LFHX-NU-0003	Nuaire, Inc.	NU-S201-630	1.8238E+11		NU	Laminar Flow Hood
LE1634	LFHX-NU-0005	Nuaire, Inc.	NU-S240-630	1.92289E+11		NU	Laminar Flow Hood
LE0105	LFHX-NU-0006	Nuaire, Inc.	NU-201-630	1.69625E+11		NU	Laminar Flow Hood

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1234	LIQH-Liquidator-0001	Mettler-Toledo Rainin, LLC	Liquidator 96	B808450048	Device	Liquidator	Liquid Handler
LE0526	LIQH-Mantis-0003	Formulatrix, Inc.	Mantis	136	Device	Mantis	Liquid Handler
LE1243	LIQH-Mantis-0004	Formulatrix, Inc.	Mantis V3.2	698	Device	Mantis	Liquid Handler
None	OVEN-DZF-0001	Hydrion Scientific	DZF-6020	MYH160107PCDC 6003Z2		DZF	Oven haha
None	OVEN-FisherBiotech-0001	Thermo Fisher Scientific Inc.	FBHI10	0998-0236		FisherBiotech	Oven
LE2126	OVEN-fisherbrand-0001	Thermo Fisher Scientific Inc.	151030521	42779841			Oven
LE1027	OVEN-Heratherm-0001	Thermo Fisher Scientific Inc.	627609	300232514		Heratherm	Oven
LE1011	OVEN-Heratherm-0003	Thermo Fisher Scientific Inc.	Heratherm OMH100	42324909		Heratherm	Oven
LE1018	OVEN-Heratherm-0005	Thermo Fisher Scientific Inc.	627609	300232508		Heratherm	Oven
LE1027	OVEN-Heratherm-0007	Thermo Fisher Scientific Inc.	627609	300232514		Heratherm	Oven
LE1017	OVEN-HTMA-0001	Thermo Fisher Scientific Inc.	HTMA6/28 200-208V 1PH+N	21-800695		HTMA	Oven
LE2624	OVEN-Lindberg-0001	ThermoFisher Scientific Inc.	VO1218A-1	1126495201190726			Oven
LE2625	OVEN-Lindberg-0002	ThermoFisher Scientific Inc.	VO1218A-1	1126484801190718			Oven
LE2626	OVEN-Lindberg-0003	ThermoFisher Scientific Inc.	VO1218A-1	1126377201190411			Oven
LE2124	OVEN-Lindberg-0005	Thermo Fisher Scientific Inc.	VO1218A-1	1145158601210423			Oven
LE2129	OVEN-Thermo-0001	Thermo Fisher Scientific Inc.	PR305225M	300258929			Oven
LE2123	Oven-Thermo-0002	Thermo Fisher Scientific Inc.	3608	300205228			Oven
LE2622	OVEN-Vacutherm-0001	ThermoFisher Scientific Inc.	VT 6060 P	42361735			Oven
LE2623	OVEN-Vacutherm-0002	ThermoFisher Scientific Inc.	VT 6060 P	42600216			Oven
	OVEN-Vacutherm-0003		3618-S	300454345			Oven
LE1021	OVEN-VWR-0003	VWR International	89511-412	42300617		VWR	Oven
LE1022	OVEN-VWR-0004	VWR Internaitonal	89511-412	42301468		VWR	Oven
LE2079	OVEN-VWR-0005	VWR Internaitonal	89511-410	42397948		VWR	Oven
LE2078	OVEN-VWR-0006	VWR Internaitonal	89511-412	42386104		VWR	Oven
LE1016	OVEN-VWR-0007	VWR International	89511-412	42301452			Oven

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2328	OVEN-VWR-0008	VWR Internaitonal	89511-406	42586809		VWR	Oven
LE0140	Yes	Thermo Fisher Scientific Inc.	2720	272S5153106		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0142	PCRX-2720-0002	Thermo Fisher Scientific Inc.	2720	27255153110		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0141	PCRX-2720-0003	Thermo Fisher Scientific Inc.	2720	272S5151635		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0041	PCRX-2720-0004	Thermo Fisher Scientific Inc.	2720	272S4182037		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0040	PCRX-2720-0008	Thermo Fisher Scientific Inc.	2720	272S4182406		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2420	PCRX-ProFlex-0005	Thermo Fisher Scientific Inc.	ProFlex (Triple-lid 96 Well)	297805299/297823310		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2067	PCRX-ProFlex-0019	Thermo Fisher Scientific Inc.	ProFlex	2978018031026/297850347		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2068	PCRX-ProFlex-0020	Thermo Fisher Scientific Inc.	ProFlex	297808191/297850580		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2069	PCRX-ProFlex-0021	Thermo Fisher Scientific Inc.	ProFlex	2978018061646/297850805		ProFlex	Thermo Cycler for Polymerase Chain

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Reaction Amplification of DNA/RNA
LE2070	PCRX-ProFlex-0022	Thermo Fisher Scientific Inc.	ProFlex	2978018061621/297850775		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2071	PCRX-ProFlex-0023	Thermo Fisher Scientific Inc.	ProFlex	2978019013085/297850961		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0917	PCRX-ProFlex-0024	Thermo Fisher Scientific Inc.	ProFlex	2978018082101/297850844		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0918	PCRX-ProFlex-0025	Thermo Fisher Scientific Inc.	ProFlex	2978018082099/297850844		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2044	PCRX-ProFlex-0026	Thermo Fisher Scientific Inc.	ProFlex	297809043/297850657		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2045	PCRX-ProFlex-0027	Thermo Fisher Scientific Inc.	ProFlex	2978019023549/297850980		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2046	PCRX-ProFlex-0028	Thermo Fisher Scientific Inc.	ProFlex	2978019023550/297850987		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2047	PCRX-ProFlex-0029	Thermo Fisher Scientific Inc.	ProFlex	297809042/297850648		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0354	PCRX-ProFlex-0030	Thermo Fisher Scientific Inc.	ProFlex	297805457/297850405		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0081	PCRX-ProFlex-0031	Thermo Fisher Scientific Inc.	ProFlex	297802253/297850044		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2053	PCRX-ProFlex-0032	Thermo Fisher Scientific Inc.	ProFlex	2978019013088/297850959		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0187	PCRX-ProFlex-0033	Thermo Fisher Scientific Inc.	ProFlex	297804696/297850373		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2427	PCRX-ProFlex-0034	Thermo Fisher Scientific Inc.	ProFlex	2978019084664/297851054		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2428	PCRX-ProFlex-0035	Thermo Fisher Scientific Inc.	ProFlex	2978019084667/297851098		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2429	PCRX-ProFlex-0036	Thermo Fisher Scientific Inc.	ProFlex	2978019084662/297851094		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2430	PCRX-ProFlex-0037	Thermo Fisher Scientific Inc.	ProFlex	2978019084665/297851092		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2206	PCRX-ProFlex-0038	ThermoFisher Scientific Inc.	ProFlex	297808980/297850661		ProFlex	Thermo Cycler for Polymerase Chain Reaction

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Amplification of DNA/RNA
LE2092	PCRX-ProFlex-0039	Thermo Fisher Scientific Inc.	ProFlex	297089197/297850665		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2341	PCRX-ProFlex-0040	Thermo Fisher Scientific Inc.	ProFlex	2978019084663/297851093		Thermocycler	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2417	PCRX-Tpro-0001	Analytik Jena AG	070-851	2606271		Tpro	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0080	PCRX-Veriti-0001	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990226335		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2438	PCRX-Veriti-0001	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235029		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2439	PCRX-Veriti-0002	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235031		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0067	PCRX-Veriti-0003	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990226342		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0182	PCRX-Veriti-0004	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990232073		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0183	PCRX-Veriti-0005	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2996229738		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0184	PCRX-Veriti-0006	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990229738		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2441	PCRX-Veriti-0007	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235030		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2442	PCRX-Veriti-0008	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235027		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2408	PCRX-Veriti-0009	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990239133		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2418	PCRX-Veriti-0010	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237329		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2419	PCRX-Veriti-0011	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237244		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2424	PCRX-Veriti-0012	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238889		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0322	PCRX-Veriti-0013	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990229733		Veriti	Thermo Cycler for Polymerase Chain Reaction

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Amplification of DNA/RNA
LE2072	PCRX-Veriti-0014	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238692		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2208	PCRX-Veriti-0015	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238705		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0920	PCRX-Veriti-0016	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238817		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0921	PCRX-Veriti-0017	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238892		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0919	PCRX-Veriti-0018	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238890		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2040	PCRX-Veriti-0025	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240864		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2041	PCRX-Veriti-0026	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990236842		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2042	PCRX-Veriti-0027	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240871		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2043	PCRX-Veriti-0028	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240510		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0185	PCRX-Veriti-0029	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990231162		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2050	PCRX-Veriti-0030	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240156		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0186	PCRX-Veriti-0031	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990231163		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0188	PCRX-Veriti-0032	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990231300		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0333	PCRX-Veriti-0033	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990232824		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2051	PCRX-Veriti-0034	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237715		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2052	PCRX-Veriti-0035	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237711		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0335	PCRX-Veriti-0036	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990232825		Veriti	Thermo Cycler for Polymerase Chain Reaction

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Amplification of DNA/RNA
LE2432	PCRX-Veriti-0037	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990239080		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0691	PLSL-PlateLoc-0011	Agilent Technologies Inc.	01867-201	SGS17PLC10401	Device	PlateLoc	Plate Sealer
LE0580	PLSL-PlateLoc-0013	Agilent Technologies Inc.	01867-201	SGS17PLC11502	Device	PlateLoc	Plate Sealer
LE0699	PLSL-PlateLoc-0019	Agilent Technologies Inc.	G5585A	SG1747A008	Device	PlateLoc	Plate Sealer
LE2752	POLM-AxoScan-0001	Axometrics	LED-1-589	28	Device	AxoScan	
LE0628	PRNT-Mach4-0007	Computype Inc.	MACH4/600 B	0043119 A27	Device	Mach4	Label Printer
LE0626	PRNT-Mach4-0008	Computype Inc.	MACH4/600 B	0043120 A27	Device	Mach4	Label Printer
LE0627	PRNT-Mach4-0009	Computype Inc.	MACH4/600 B	0039397 Z18	Device	Mach4	Label Printer
LE0744	PRNT-Mach4-0011	Computype Inc.	MACH4S/60 0B	0061015 C10	Device	Mach4	Label Printer
LE0708	PRNT-Mach4-0012	Computype Inc.	MACH4S/60 0B	61057	Device	Mach4	Label Printer
LE0704	PRNT-Mach4-0013	Computype Inc.	MACH4/600 B	0044740 B11	Device	Mach4	Label Printer
LE0706	PRNT-Mach4-0014	Computype Inc.	MACH4S/60 0B	61060	Device	Mach4	Label Printer
LE1205	yes	Computype Inc.	MACH45/60 0B	36073	Device	Mach4	Label Printer
LE2755	RFRM-2010-0001	Metricon Corporation	2010/M	23033	Device	2010/M	
LE2054	RODI-Prima-0007	Veolia Water UK Limited	PR030BPM1-US	PR00011732		Prima	Lab water purification system
LE2610	RODI-Prima-0008	Veolia Water UK Limited	PURELAB Prima 30	OS00011386		Prima	Lab water purification system
LE2227	SCLE-CSW-0001	Cambridge Scale Works Inc	CSW-10AT	22065-20			Scale
LE0840	SCLE-ICS425-0003	Mettler-Toledo, LLC	ICS425k	B952842056		ICS425	Scale
LE0309	SCLE-ICS425-0007	Mettler-Toledo, LLC	ICS425/PBK 989	B646294826-7LT/B645249669		ICS425	Scale
	SCLE-ICS425-0008	Mettler-Toledo, LLC	ICS425k-35LA/f	B533313950		ICS425	Scale
LE0134	SCLE-ICS425-0009	Mettler-Toledo, LLC	ICS425k-15LA/f	B528154482		ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0312	SCLE-ICS425-0010	Mettler-Toledo, LLC	ICS425/PBK 989	B645249666/B646294823-7LT		ICS425	Scale
LE0250	SCLE-ICS425-0011	Mettler-Toledo, LLC	ICS425k-15LA/f	B632855724		ICS425	Scale
LE0249	SCLE-ICS425-0012	Mettler-Toledo, LLC	ICS425k-35LA/f	B632855725		ICS425	Scale
LE0311	SCLE-ICS425-0013	Mettler-Toledo, LLC	ICS425/PBK 989	B645249664/B646294821-7LT		ICS425	Scale
LE0251	SCLE-ICS425-0014	Mettler-Toledo, LLC	ICS425k-15LA/f	B637029800		ICS425	Scale
LE0310	SCLE-ICS425-0015	Mettler-Toledo, LLC	ICS425k-15LA/f	B440107445		ICS425	Scale
LE0304	SCLE-ICS425-0016	Mettler-Toledo, LLC	ICS425/PBK 989	B646294825-7LT/B645249668		ICS425	Scale
LE0306	SCLE-ICS425-0017	Mettler-Toledo, LLC	ICS425k-15LA/f	B533313947		ICS425	Scale
LE0303	SCLE-ICS425-0018	Mettler-Toledo, LLC	ICS425k-35LA/f	B533313951		ICS425	Scale
LE0305	SCLE-ICS425-0019	Mettler-Toledo, LLC	ICS425k-15LA/f	B533313948		ICS425	Scale
	SCLE-ICS425-0020	Mettler-Toledo, LLC	ICS425k-15LA/f	B440107446		ICS425	Scale
LE0313	SCLE-ICS425-0021	Mettler-Toledo, LLC	ICS425/PBK 989	B645249665/B646294822-7LT		ICS425	Scale
LE2075	SCLE-ICS425-0022	Mettler-Toledo, LLC	ICS425k-15LA/f	B715963051		ICS425	Scale
LE2076	SCLE-ICS425-0023	Mettler-Toledo, LLC	ICS425k-15LA/f	B715963052		ICS425	Scale
LE2074	SCLE-ICS425-0024	Mettler-Toledo, LLC	ICS425k-15LA/f	B618418834		ICS425	Scale
	SCLE-ICS425-0025	Mettler-Toledo, LLC	ICS425-3xS/f	B738722827		ICS425	Scale
	SCLE-ICS425-0026	Mettler-Toledo, LLC	ICS425k-35LA/f	B528154481		ICS425	Scale
LE0880	SCLE-ICS425-0027	Mettler-Toledo, LLC	ICS425k-15LA/f	B908280576		ICS425	Scale
LE1653	SCLE-ICS425-0028	Mettler-Toledo, LLC	ICS425k-15LA/f	B924805493		ICS425	Scale
LE1654	SCLE-ICS425-0029	Mettler-Toledo, LLC	ICS425k-15LA/f	B725278452		ICS425	Scale
LE1655	SCLE-ICS425-0030	Mettler-Toledo, LLC	ICS425k-15LA/f	B745951847		ICS425	Scale
LE1656	SCLE-ICS425-0031	Mettler-Toledo, LLC	ICS425k-15LA/f	B924805494		ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1658	SCLE-ICS425-0033	Mettler-Toledo, LLC	ICS425k-15LA/f	B814661057		ICS425	Scale
LE0410	SCLE-ICS425-0034	Mettler-Toledo, LLC	ICS425k-15LA/f	B751185709		ICS425	Scale
LE2235	SCLE-ICS425-0040	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566748	Device	ICS425	Scale
LE2236	SCLE-ICS425-0041	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566758	Device	ICS425	Scale
LE2237	SCLE-ICS425-0042	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566744	Device	ICS425	Scale
LE2238	SCLE-ICS425-0043	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567721	Device	ICS425	Scale
LE2239	SCLE-ICS425-0044	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567681	Device	ICS425	Scale
LE2240	SCLE-ICS425-0045	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566746	Device	ICS425	Scale
LE2242	SCLE-ICS425-0047	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566746	Device	ICS425	Scale
LE2243	SCLE-ICS425-0048	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566751	Device	ICS425	Scale
LE2244	SCLE-ICS425-0049	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567710	Device	ICS425	Scale
LE2245	SCLE-ICS425-0050	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566755	Device	ICS425	Scale
LE2246	SCLE-ICS425-0051	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566754	Device	ICS425	Scale
LE2247	SCLE-ICS425-0052	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566743	Device	ICS425	Scale
LE2248	SCLE-ICS425-0053	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566752	Device	ICS425	Scale
LE2249	SCLE-ICS425-0054	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566753	Device	ICS425	Scale
LE2250	SCLE-ICS425-0055	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567714	Device	ICS425	Scale
LE2251	SCLE-ICS425-0056	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567691	Device	ICS425	Scale
LE2252	SCLE-ICS425-0057	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567693	Device	ICS425	Scale
LE2253	SCLE-ICS425-0058	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567690	Device	ICS425	Scale
LE2254	SCLE-ICS425-0059	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567684	Device	ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2255	SCLE-ICS425-0060	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567713	Device	ICS425	Scale
LE2256	SCLE-ICS425-0061	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567719	Device	ICS425	Scale
LE2257	SCLE-ICS425-0062	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550863	Device	ICS425	Scale
LE2258	SCLE-ICS425-0063	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567695	Device	ICS425	Scale
LE2259	SCLE-ICS425-0064	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567716	Device	ICS425	Scale
LE2260	SCLE-ICS425-0065	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567683	Device	ICS425	Scale
LE2261	SCLE-ICS425-0066	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567686	Device	ICS425	Scale
LE2262	SCLE-ICS425-0067	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567720	Device	ICS425	Scale
LE2265	SCLE-ICS425-0070	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567708	Device	ICS425	Scale
LE2266	SCLE-ICS425-0071	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567687	Device	ICS425	Scale
LE2267	SCLE-ICS425-0072	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567689	Device	ICS425	Scale
LE2268	SCLE-ICS425-0073	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567685	Device	ICS425	Scale
LE2269	SCLE-ICS425-0074	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550862	Device	ICS425	Scale
LE2270	SCLE-ICS425-0075	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567692	Device	ICS425	Scale
LE2271	SCLE-ICS425-0076	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550860	Device	ICS425	Scale
LE2272	SCLE-ICS425-0077	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567712	Device	ICS425	Scale
LE2273	SCLE-ICS425-0078	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567694	Device	ICS425	Scale
LE2274	SCLE-ICS425-0079	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567711	Device	ICS425	Scale
LE2275	SCLE-ICS425-0080	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567707	Device	ICS425	Scale
LE2276	SCLE-ICS425-0081	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567709	Device	ICS425	Scale
LE2277	SCLE-ICS425-0082	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567718	Device	ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2278	SCLE-ICS425-0083	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363076	Device	ICS425	Scale
LE2282	SCLE-ICS425-0087	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363069	Device	ICS425	Scale
LE2283	SCLE-ICS425-0088	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363073	Device	ICS425	Scale
LE2284	SCLE-ICS425-0089	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363082	Device	ICS425	Scale
LE2285	SCLE-ICS425-0090	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369134	Device	ICS425	Scale
LE2286	SCLE-ICS425-0091	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363072	Device	ICS425	Scale
LE2287	SCLE-ICS425-0092	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363079	Device	ICS425	Scale
LE2288	SCLE-ICS425-0093	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369141	Device	ICS425	Scale
LE2289	SCLE-ICS425-0094	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363081	Device	ICS425	Scale
LE2290	SCLE-ICS425-0095	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369130	Device	ICS425	Scale
LE2291	SCLE-ICS425-0096	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363080	Device	ICS425	Scale
LE2292	SCLE-ICS425-0097	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369133	Device	ICS425	Scale
LE2293	SCLE-ICS425-0098	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363068	Device	ICS425	Scale
LE2294	SCLE-ICS425-0099	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363077	Device	ICS425	Scale
LE2295	SCLE-ICS425-0100	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369132	Device	ICS425	Scale
LE2296	SCLE-ICS425-0101	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363071	Device	ICS425	Scale
LE2297	SCLE-ICS425-0102	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369139	Device	ICS425	Scale
LE2298	SCLE-ICS425-0103	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405181	Device	ICS425	Scale
LE2299	SCLE-ICS425-0104	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405182	Device	ICS425	Scale
LE2300	SCLE-ICS425-0105	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405179	Device	ICS425	Scale
LE2301	SCLE-ICS425-0106	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405180	Device	ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2302	SCLE-ICS425-0107	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375925	Device	ICS425	Scale
LE2303	SCLE-ICS425-0108	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363083	Device	ICS425	Scale
LE2304	SCLE-ICS425-0109	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375931	Device	ICS425	Scale
LE2305	SCLE-ICS425-0110	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369173	Device	ICS425	Scale
LE2306	SCLE-ICS425-0111	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369175	Device	ICS425	Scale
LE2307	SCLE-ICS425-0112	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375929	Device	ICS425	Scale
LE2308	SCLE-ICS425-0113	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369174	Device	ICS425	Scale
LE2309	SCLE-ICS425-0114	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363070	Device	ICS425	Scale
LE2310	SCLE-ICS425-0115	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375927	Device	ICS425	Scale
LE2311	SCLE-ICS425-0116	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363074	Device	ICS425	Scale
LE2312	SCLE-ICS425-0117	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369178	Device	ICS425	Scale
LE2314	SCLE-ICS425-0119	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369137	Device	ICS425	Scale
LE2315	SCLE-ICS425-0120	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375924	Device	ICS425	Scale
LE2318	SCLE-ICS425-0123	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369177	Device	ICS425	Scale
LE2319	SCLE-ICS425-0124	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363078	Device	ICS425	Scale
LE2320	SCLE-ICS425-0125	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375930	Device	ICS425	Scale
LE2321	SCLE-ICS425-0126	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375926	Device	ICS425	Scale
LE2322	SCLE-ICS425-0127	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369176	Device	ICS425	Scale
LE2323	SCLE-ICS425-0128	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375928	Device	ICS425	Scale
LE2324	SCLE-ICS425-0129	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375923	Device	ICS425	Scale
LE2341	SCLE-ICS425-0131	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550859		ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2342	SCLE-ICS425-0132	Mettler-Toledo, LLC	ICS425k-3XS/f	B922735833		ICS425	Scale
LE2343	SCLE-ICS425-0133	Mettler-Toledo, LLC	ICS425k-3XS/f	B915550866		ICS425	Scale
LE2344	SCLE-ICS425-0134	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567706		ICS425	Scale
LE2345	SCLE-ICS425-0135	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550853		ICS425	Scale
LE2346	SCLE-ICS425-0136	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550852		ICS425	Scale
LE2347	SCLE-ICS425-0137	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550867		ICS425	Scale
LE2348	SCLE-ICS425-0138	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567688		ICS425	Scale
LE2349	SCLE-ICS425-0139	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369142		ICS425	Scale
LE2350	SCLE-ICS425-0140	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369135		ICS425	Scale
LE2351	SCLE-ICS425-0141	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369136		ICS425	Scale
LE2352	SCLE-ICS425-0142	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369138		ICS425	Scale
LE2353	SCLE-ICS425-0143	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744414		ICS425	Scale
LE2354	SCLE-ICS425-0144	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744416		ICS425	Scale
LE2355	SCLE-ICS425-0145	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744415		ICS425	Scale
LE2356	SCLE-ICS425-0146	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744420		ICS425	Scale
LE2357	SCLE-ICS425-0147	Mettler-Toledo, LLC	ICS425k-3XS/f	B738722838		ICS425	Scale
LE2361	SCLE-ICS425-0151	Mettler-Toledo, LLC	ICS425k-3XS/f	B723205192		ICS425	Scale
LE2362	SCLE-ICS425-0152	Mettler-Toledo, LLC	ICS425k-3XS/f	B723205191		ICS425	Scale
LE2364	SCLE-ICS425-0154	Mettler-Toledo, LLC	ICS425k-3XS/f	B723205190		ICS425	Scale
None	SCLE-Ohaus-0001	Mettler-Toledo, LLC	CL2000	None		Ohaus	Scale
None	SCLE-Ohaus-0002	Mettler-Toledo, LLC	CL2000	None		Ohaus	Scale
None	SCLE-Ohaus-0003	Mettler-Toledo, LLC	EP64C	L116 1128130823		Ohaus	Scale
None	SCLE-Ohaus-0004	Mettler-Toledo, LLC	STX2202	B909281924		Ohaus	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	SCLE-Ohaus-0005	Mettler-Toledo, LLC	STX2202	B549788151		Ohaus	Scale
None	SCLE-Ohaus-0006	Mettler-Toledo, LLC	R31P30	8339040088		Ohaus	Scale
None	SCLE-Ohaus-0007	Mettler-Toledo, LLC	R31P1502	8339020426		Ohaus	Scale
None	SCLE-Ohaus-0008	Mettler-Toledo, LLC	R31P6	8339030307		Ohaus	Scale
LE2225	SCLE-PBA655-0001	Mettler-Toledo, LLC	PBA655-BB30	B941408727			Scale
LE2226	SCLE-PBA655-0002	Mettler-Toledo, LLC	PBA655-BB30	B941408733			Scale
	SCLE-Ranger-0001	OHAUS	R41ME30	8342026216			Scale
LE2204	SNIC-Ultrasonic-0001	Qsonica LLC	Q700	150N17071			Sonicator
LE2410	SPEC-GENESYS-0005	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W232302	Device	GENESYS	Spectrophotometer
LE0470	SPEC-GENESYS-0006	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W201321	Device	GENESYS	Spectrophotometer
LE0471	SPEC-GENESYS-0007	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W205304	Device	GENESYS	Spectrophotometer
LE0267	SPEC-GENESYS-0009	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6U174211	Device	GENESYS	Spectrophotometer
LE0915	SPEC-GENESYS-0010	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6W150304	Device	GENESYS	Spectrophotometer
LE0409	SPEC-GENESYS-0011	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W033310	Device	GENESYS	Spectrophotometer
LE2049	SPEC-GENESYS-0012	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6U110213	Device	GENESYS	Spectrophotometer
LE0253	SPEC-GENESYS-0013	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6V153211	Device	GENESYS	Spectrophotometer
LE2865	SPEC-UV-0003	Shimadzu Scientific Instruments Inc	UV-2600i	A125595800316	Device	UV-2600i	Spectrophotometer
LE2735	STAN-Dropometer-0001		UV-2000S	DRPM4-AS2-PSE1	Device	Dropometer	
	Super-Incubator-0001				Device		Incubator
	TLUM-VWR-0001	VWR Internaitonal	89131-472	M121424		VWR	
LE2611	TUBC-Eraser-0002	The Eraser Company, Inc.	WC601B	JN19100		Eraser	Tubing Cutter
	TUBW-SCD-0003	Terumo BCT	SCD IIB	1B00865		SCD	Tubing Cutter
LE1395	TUBW-SCD-0004	Terumo BCT	SCD IIB	1B00866		SCD	Tubing Cutter
LE0225	TUBW-SCD-0005	Terumo BCT	SCD IIB	6795		SCD	Tubing Cutter
	TUBW-SCD-0006	Terumo BCT	SCD IIB	1B00863		SCD	Tubing Cutter
LE1391	TUBW-SCD-0007	Terumo BCT	SCD IIB	6591			Tubing Cutter
LE1392	TUBW-SCD-0008	Terumo BCT	SCD IIB	6917			Tubing Cutter
LE1268	TUDC-Aperio-0001	Brooks Automation	Aperio 8	46-6501-294	Device	Aperio	Tube Decapper

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0107	ULTX-Glacier-0008	Nuaire, Inc.	NU-9668GC	15047A0097		Glacier	-80 Freezer
LE2217	ULTX-SU78-0001		SU780XLE	19100-11049			-80 Freezer
	ULTX-TSX-0030	Thermo Fisher Scientific Inc.	TSX60086A	1120203401200724			-80 Freezer
LE2335	VBSE-900-0001		900-EXTRACT	29219			Ventilated Balance Safety Enclosure
LE0784	VBSE-ETA-0002	Flow Sciences, INC	ETA483024ACA	07-AB-26-02		ETA	Ventilated Balance Safety Enclosure
LE0783	VBSE-ETA-0003	Flow Sciences, INC	ETA483024ACA	07-AB-26-03		ETA	Ventilated Balance Safety Enclosure
	VBSE-ETA-0006	Flow Sciences, INC	ETA483024ACA	06-AA-29-10		ETA	Ventilated Balance Safety Enclosure
None	VBSE-XPert-0003		Catalog No.: 3930432	211020634 E		ETA	Ventilated Balance Safety Enclosure
LE0803	VCCR-CentriVap-0003	Labconco	CentriVap(7970010)	181268083 I		CentriVap	
LE0804	VCCR-CentriVap-0004	Labconco	CentriVap(7970010)	181268084 I		CentriVap	
LE0176	VCCR-CentriVap-0005	Labconco	CentriVap(7970010)	160424421 G		CentriVap	
LE1400	VGSC-SilPac-0005	SilPac	None	EQIDVGSC5			
		Apogee	APOGEE 300 BAKE	2201006			
		Gardco	Automatic Drawdown Machine II	N/A			
		Instron	68TM-30				
		TA Instrument	HR30				
		Fisher Scientific	H2 Generator 14950641	21DHG5006			
LE4064		Mettler-Toledo, LLC	HC103/03	B824988352		HC	
LE4063		Mettler-Toledo, LLC	HC103/03	B919636303		HC	
		Brookfield	TC-550SD-115	1709003988			
		FlackTek	DAC 330-100 SE	2110560012			
		Heidolph	Hei-Torque Core	200162330			
		Hoshizaki America, Inc.	F-330BAJ				
		Huber	Ministat 230	S404997			
		Mettler Toledo	T5	B946596026			
		Ohaus	EX10202	C113449288			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Ray Ran	MFI RR/6MPCA	RR/6MPCA000247			
		Taber	5155	20181624			
		Thermo Scientific	Lab Line Vac Oven 3618-5	300464484			
		Thermo Scientific	Lab Line Vac Oven 3618-5	300467619			
		Thermo Scientific	Thermolyne	FB1415M			
		Apogee	APOGEE 300 BAKE	2202006			
		BioLogic	SP200 Potentiostat	782			
		Cannon	miniPV-H	6007-A 4418			
		CONCOA	Intelliswitch 539 5395222-01-580	19113CK			
		FLACKTEK	DAC 330-100 PRO	2010120009			
		FLACKTEK	DAC150.1 FVZ-K	1169A17S03			
		Gardco	Automatic Drawdown Machine	N/A			
		Heidolph	Hei-TORQUE VALUE 100	200428055			
		LABCONCO	3930432	190678228 E			
		Mettler Toledo	C30S Coulometric KF Titrator	B918595197			
		ThermoFisher	623957	300257556			
		ThermoFisher	TS-18823	3200100029			
		THINKY	MIXER ARE-310	ARE 22374			
		TA Instrument	TGA550	550-0018			
		Buchi	R300				
		Buchi	R300				
		Buchi	R300	P1842			
		applied biosystems	Veriti 96w thermal cycler				
LE4202		Tuttnauer	6695150-1A	21060900			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Sussman	ES-100	ESM1242350-Y21			
		Terra Universal	4102-47-3--6441	4102-47-30064412488961			
		Agilent	G7120A	DEBA201487			
		Agilent	G7162A	DEAC902499			
		Biotage	Selekt	SEL191500161			
		Heidolph	Hei-VAP ML ADV 562-00000-01-2	200197950			
		Savant	DNA130-115	1154606801181204			
		Eberbach	Platform Shaker E6121.00	101716			
		Mettler Toledo	ME4002TE/00	B935191023			
		Rlga	PureFlex 2	FLB00013857			
		Buchi	ROTOVAP R-300 EL	1100038912			
		Thermo Fisher Scientific Inc.	QuantStudio 7 Pro Real-Time PCR System	2.77872E+12			
		Eppendorf	6335	6335CH0004002			
		Nuaire	NU-540-600				
		True Manufacturing	T-23DT-HC	10136727			
		True Manufacturing	T-35-G-LD	90377884			
		Tuttnauer	69F-1A	21060901			
		VWR Internaitonal	MFP-30-TS	vwr-170332-1708			
LE1379		Thermo Fisher Scientific Inc.	10FCEETSA	1.16321E+15			Flammable Freezer/Fridge Combo
		Thermo Fisher Scientific Inc.	Savant RVT5105	201205110			Refridgerated vapor trap
		Elma	103 8838	S1000033584			Noise Protection Box
		Elma	103 8838	S1000033585			Noise Protection Box
		Elma	103 8838	S1000025750			Noise Protection Box
		Elma	103 8838	S1000030533			Noise Protection Box
		Elga	LA613	TNK00013925			Noise Protection Box
		Spectroline	XL-1500 UV Crosslinker	2161174			
		JunAir	1770008	720314183			Air compressor

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		applied biosystems	GeneApp PCR System 9700	80559182990			PCR System
	NO Name	Mettler-Toledo Rainin, LLC	L-20 XLS				
	NO Name	Mettler-Toledo Rainin, LLC	L-200	B0201804A			
	NO Name	BrandTech Scientific, Inc.					
None	O2MO-OX600-0001	RKI Intruments	OX-600	52I0176403-5RN		OX600	
None	O2MO-OX600-0002	RKI Intruments	OX-600			OX600	
None	O2MO-OX600-0003	RKI Intruments	OX-600	52J00005201-25RN		OX600	
None	O2MO-OX600-0004	RKI Intruments	OX-600	52I0176603-3RN		OX600	
None	O2MO-OX600-0005	RKI Intruments	OX-600	52I0176301-5RN		OX600	
None	O2MO-OX600-0006	RKI Intruments	OX-600	52I0176403-2RN		OX600	
None	O2MO-OX600-0007	RKI Intruments	OX-600	52J0005703-2RN		OX600	
None	O2MO-OX600-0009	RKI Intruments	OX-600	52I0176403-18RN		OX600	
None	O2MO-OX600-0011	RKI Intruments	OX-600	52L0055001-20RN			
None	O2MO-OX600-0012	RKI Intruments	OX600	52L0055001-13RN			
	Z-HeatWand						
	Z-Hotplate						
	Z-Minifuge						
	Z-pHMeter						
LE0505	LIQH-EVOMCA96-0006	Tecan US Inc.	96 MCA Head	1007003522	Device	EVOMCA96	Liquid Handler
LE0491	LIQH-EVOMCA96-0017	Tecan US Inc.	96 MCA Head	1404003424	Device	EVOMCA96	Liquid Handler
LE0711	LIQH-EVOMCA96-0019	Tecan US Inc.	96 MCA Head	1310007287	Device	EVOMCA96	Liquid Handler
XXXX	LIQH-MCA384AdapterFixed-0002	Tecan US Inc.	30032064 125uL	11076	Device	MCA384AdapterFixed	Liquid Handler
	ELPO-GeminiX2-0005	BTX of Harvard Biosciences	Gemini X2	G311122	Device	GeminiX2	Electroporator
LE0725	ELPO-GenePulser-0002	Bio-Rad Laboratories	GenePulser XCell	617BR01152	Device	GenePulserXcell	Electroporator
LE0095	ELPO-MicroPulser-0001	Bio-Rad Laboratories	MicroPulser	411BR 09740	Device	MicroPulser	Electroporator
LE0535	ELPO-MicroPulser-0002	Bio-Rad Laboratories	MicroPulser	411BR 10559	Device	MicroPulser	Electroporator
LE0169	ELPO-MicroPulser-0003	Bio-Rad Laboratories	MicroPulser	411BR 10596	Device	MicroPulser	Electroporator
LE0702	ELPO-MicroPulser-0004	Bio-Rad Laboratories	MicroPulser	411BR 10730	Device	MicroPulser	Electroporator

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0537	ELPO-MicroPulser-0005	Bio-Rad Laboratories	MicroPulser	411BR 11599	Device	MicroPulser	Electroporator
LE1305	ELPO-MicroPulser-0006	Bio-Rad Laboratories	MicroPulser	617BR 01152	Device	MicroPulser	Electroporator
LE1426	PLSH-Teleshake-0001		50094525	IBS08201	Device	Teleshake	Plate Shaker
LE0018	SPEC-NanoDrop-0001	Thermo Fisher Scientific Inc.	ND-1000	7639	Device	NanoDrop	Spectrophotometer
LE0472	SPEC-NanoDrop-0008	Thermo Fisher Scientific Inc.	NanoDrop One	AZY1811376	Device	NanoDrop	Spectrophotometer
LE0233	TE-3301	Alpha Technics	4500	A11115			
	TE-3302	Alpha Technics	SP 230	T08791			
	TE-3303	Analytik Jena US LLC	J-225	48812			
	TE-3306	Cole-Parmer	4093	160616964			
LE0206	TE-3321	Vaisala Inc.	HMP76B	M3910116			
	TE-3323	Cole-Parmer	1052	160499583			
	TE-3324	Cole-Parmer	1052	160499607			
	TE-3325	Cole-Parmer	1052	160499599			
	TE-3326	Cole-Parmer	1052	160499600			
	TE-3327	Testo International	625	60697590/03090745			
	TE-3328	Testo International	625	60764462/03091657			
	TE-3329	TSI Incorporated	9545-A	9545A1639002			
	TE-3330	FLUKE Corporation	5628	3629			
	TE-3331	FLUKE Corporation	5628	3634			
	TE-3332	FLUKE Corporation	5628	3521			
	TE-3333	FLUKE Corporation	5628	3551			
	TE-3334	Vaisala Inc.	HMP77	M4820165			
	TE-3335	Monarch Instruments	Pocket Laser Tach 200	1946696			
LE02098	TE-3336	Alpha Technics	4690	611300			
LE2098	TE-3337	Alpha Technics	1437401	T10898			
LE2099	TE-3338	Alpha Technics	1437301	T10885			
	TE-3339	TSI Incorporated	4043H	40431724004			
	TE-3341	Cole-Parmer	35519-046	170380257			
	TE-3342	VWR Scientific	89369-146	170211167			
	TE-3343	VWR Scientific	89369-146	170211170			
LE2099	TE-3344	Alpha Technics	4690	611350			
	TE-3345	Vaisala Inc.	HMP77	N2910153			
	TE-3346	Cole-Parmer	651	170549725			
	TE-3347	Cole-Parmer	650	170651528			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	TE-3348	ThermoFisher Scientific Inc.	SPECTRONIC Standards 2 Kit	SA01923			
	TE-3353		Type K	None			
	TE-3354	Cole-Parmer	10816-260	181108273			
	TE-3356	Cole-Parmer	68349-08	1805220214			
	TE-3359	Cole-Parmer	650	181793217			
	TE-3360	Cole-Parmer	650	181793221			
	TE-3361	Cole-Parmer	650	181793215			
	TE-3362	Cole-Parmer	650	181793222			
	TE-3363	Cole-Parmer	651	170769706			
	TE-3364	Cole-Parmer	651	170769697			
	TE-3365	Cole-Parmer	651	170769700			
	TE-3366	Testo International	625	61308784/03328275			
	TE-3367	Testo International	625	61308807/03324515			
	TE-3368	Cole-Parmer	20250-21	181013066			
	TE-3369	Cole-Parmer	20250-21				
	TE-3370	Cole-Parmer	651	181809996			
	TE-3371	Cole-Parmer	651	191995472			
	TE-3372	Cole-Parmer	651	191857497			
	TE-3373	Cole-Parmer	651	181809997			
	TE-3374	Cole-Parmer	651	192694862			
	TE-3375	Cole-Parmer	651	192694861			
None	TE-3377		HiTemp140	R42863			
None	TE-3378	Cole-Parmer	20250-65	201102924			
	TE-3379	Vaisala Inc.	HMP77	T2830145			
	TE-3380	Vaisala Inc.	HMP77	T2830144			
LE0475	VACP-RV-0003	Edwards Vacuum Inc	RV12 / BRANDED AS LABCONCO 195	N03885600			
LE0164	VACP-Welch-0001	Welch	2042B-01	21600001128		Welch	
LE0269	VACP-Welch-0002	Welch	2026	0316 00000568		Welch	
LE2214	VACP-Welch-0003	Welch	2026	202601		Welch	
None	SNIC-CSU-0001	Tuttnauer USA Co.	CSU-1	26908			
LE0135	BKDS-Pipeline-0001	Essen BioScience	4354	1536		Pipeline	
LE2444	BKDS-Pipeline-0002	Essen BioScience	4354	1461		Pipeline	
	PRNT-A2600P-0003	CAB	A2+/600P	0175648-A24			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		STERIS	AMSCO 600LS				
		Steris	reliance 500XLS				
		steris	reliance 500XLS				
	Bio Safety Cabinet	NUAIRE					
LE0632	PLSH-BioShake-0008	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0504	LIQH-EVOMCA96-0010	Tecan US Inc.	96 MCA Head	1702007714	Device	EVOMCA96	Liquid Handler
LE0643	PLSH-BioShake-0012	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1210	LIQH-EVOMCA96-0016	Tecan US Inc.	96 MCA Head	4012	Device	EVOMCA96	Liquid Handler
LE0501	LIQH-EVOMCA96-0014	Tecan US Inc.	96 MCA Head	810007645	Device	EVOMCA96	Liquid Handler
LE0610	LIQH-EVO-0011	Tecan US Inc.	EVO 2 - 200	1610005414	Device	EVO	Liquid Handler
LE2713	CDTR-AcquityRI-0002	Waters	186015070	186015070	Module	AcquityRI	Chromatography
LE2711	INJR-AcquityInjector-0002	Waters	186015051	186015051	Module	AcquityInjector	Chromatography
LE2710	PUMP-AcquityPump-0002	Waters	186015058	186015058	Module	AcquityPump	Chromatography
LE2714	TSCO-AcquityColumnOven-0002	Waters	186015056	186015056	Module	AcquityColumn Oven	Column Oven (Component of Agilent HPLC system)
LE2712	TSCO-AcquityColumnOven-0003	Waters	186015054	186015054	Module	AcquityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-APC-0002	Waters			Platform	APC	Platform (Automation Customized)
	CDTR-InfinityDAD-0029	Agilent Technologies Inc.	G7117A	DEBAV02426	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0034	Agilent Technologies Inc.	G7167B	DEBAS02236	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0034	Agilent Technologies Inc.	G7120A	DEBA202221	Device	InfinityPump	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	TSCO-InfinityColumnOven-0032	Agilent Technologies Inc.	G1316C	DEBAC10645	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0030	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0030	Agilent Technologies Inc.	G7117A	DEBAV02392	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0035	Agilent Technologies Inc.	G7167B	DEBAS02244	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0035	Agilent Technologies Inc.	G7120A	DEBAY01132	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0033	Agilent Technologies Inc.	G1316C	DEEAH00231	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0031	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0001	Agilent Technologies Inc.	G7117C	DEAEK06427	Sub-Module	InfinityDAD	Liquid Chromatography Mass Spectrometry
LE2460	INJR-InfinityInjector-0001	Agilent Technologies Inc.	G7129A	DEAEQ15464	Sub-Module	InfinityInjector	Liquid Chromatography Mass Spectrometry
LE2462	MSSP-ATLCQTOF-0001	Agilent Technologies Inc.	G6545B	SG1847E101	Sub-Module	ATLCQTOF	Mass Spectrometry System
	PUMP-InfinityPump-0001	Agilent Technologies Inc.	G7112B	DEAE900889	Sub-Module	InfinityPump	Liquid Chromatography Mass Spectrometry
LE2458	TSCO-InfinityColumnOven-0001	Agilent Technologies Inc.	G7116A	DEAEM02634	Sub-Module	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-LCMS-0001	Agilent Technologies Inc.			Platform	LCMS	Platform (Automation Customized)
		Buchi	Vac Pump V-300	11000041032			
LE2477	CDTR-InfinityDAD-0010	Agilent Technologies Inc.	G7117B	DEBAW00111	Device	InfinityDAD	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2479	INJR-InfinityInjector-0012	Agilent Technologies Inc.	G7167B	DEBAQ00140	Device	InfinityInjector	Chromatography
LE2480	PUMP-InfinityPump-0012	Agilent Technologies Inc.	G7120A	DEBAY00175	Device	InfinityPump	Chromatography
LE2467	TSCO-InfinityColumnOven-0010	Agilent Technologies Inc.	G1316C	DE93000924	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0008	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityRID-0003	Agilent Technologies Inc.	G7162A	DEAC903054	Device	InfinityRID	Chromatography
	DGAS-InfinityDegasser-0001	Agilent Technologies Inc.	G1379B	JP02414229	Device	InfinityDegasser	Chromatography
	INJR-InfinityInjector-0013	Agilent Technologies Inc.	G7167B	DEBAQ00294	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0013	Agilent Technologies Inc.	G1312B	DEACB05264	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0011	Agilent Technologies Inc.	G1316C	DE93000463	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0009	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0012	Agilent Technologies Inc.	G7117A	DEBACV01771	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0015	Agilent Technologies Inc.	G7167B	DEBAS00814	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0015	Agilent Technologies Inc.	G7120A	DEBA200148	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0013	Agilent Technologies Inc.	G1316C	DEBAC00264	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0011	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0013	Agilent Technologies Inc.	G7117A	DEBAV01949	Device	InfinityDAD	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	INJR-InfinityInjector-0016	Agilent Technologies Inc.	G7167B	DEBAQ01354	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0016	Agilent Technologies Inc.	G7120A	DEBAY00113	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0014	Agilent Technologies Inc.	G1316C	DEEAI00279	Device	InfinityColumnOven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0012	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityRID-0005	Agilent Technologies Inc.	G7162A	DEAC903041	Device	InfinityRID	Chromatography
	INJR-InfinityInjector-0019	Agilent Technologies Inc.	G7167B	DEBAR00136	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0019	Agilent Technologies Inc.	G4220A	DEBAA04304	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0017	Agilent Technologies Inc.	G1316C	DEBBL12226	Device	InfinityColumnOven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0015	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0016	Agilent Technologies Inc.	G7117A	DEBAV01974	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0020	Agilent Technologies Inc.	G7167B	DEBAQ00169	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0020	Agilent Technologies Inc.	G7120A	DEBA201447	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0018	Agilent Technologies Inc.	G1316C	DEEAI00289	Device	InfinityColumnOven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0016	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0019	Agilent Technologies Inc.	G7117A	DEBAV01889	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0023	Agilent Technologies Inc.	G7167B	DEBAQ01657	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0023	Agilent Technologies Inc.	G7120A	DEBA201204	Device	InfinityPump	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	TSCO-InfinityColumnOven-0021	Agilent Technologies Inc.	G1316C	DEBACO5301	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0019	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0022	Agilent Technologies Inc.	G7117A	DEBAV02222	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0026	Agilent Technologies Inc.	G7167B	DEBAQ03558	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0026	Agilent Technologies Inc.	G7120A	DEBA201060	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0024	Agilent Technologies Inc.	G1316C	DEEAH00232	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0022	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	INJR-InfinityInjector-0028	Agilent Technologies Inc.	G7167B	DEBAQ03580	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0028	Agilent Technologies Inc.	G7120A	DEBA200593	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0026	Agilent Technologies Inc.	G1316C	DEEAH00235	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0024	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
LE2403	ACLV-Amsco-0003	STERIS Corporation	630LS	32101907		Amsco	Autoclave
LE0862	BALX-ME-0020	Mettler-Toledo, LLC	ME104TE/00	B852005353		ME	Balance (precision scale)
LE1007	BALX-ME-0022	Mettler-Toledo, LLC	ME104TE/00	B904136106		ME	Balance (precision scale)
LE0689	BKDS-Wellmate-0001	Matrix Technologies Corp	WellMate	696	Device	WellMate	Bulk Dispenser
LE0047	BKDS-WellMate-0002	Matrix Technologies Corp	WellMate	1251	Device	WellMate	Bulk Dispenser
LE1206	BKDS-WellMate-0003	Matrix Technologies Corp	WellMate	357	Device	WellMate	Bulk Dispenser

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1622	INCS-Multitron-0010	Infors-HT	Multitron Pro	C9910117PT3		Multitron	Incubator Shaker
LE1622	INCS-Multitron-0011	Infors-HT	Multitron Pro	C9920117PC3		Multitron	Incubator Shaker
LE1622	INCS-Multitron-0012	Infors-HT	Multitron Pro	C9930117PC3		Multitron	Incubator Shaker
	LYOX-FreeZone-0001	Labconco	7670020	150610885		FreeZone	Lyophilizer
LE2747	MEAN-DMA-0001	TA Instruments - Waters LLC	850	0850-00152	Device	DMA	
LE2748	MEAN-DMA-0002	TA Instruments - Waters LLC	850	0850-00557	Device	DMA	
	PLTF-LCMS-0004	Waters	Acuity UPLC	LCB0393			Platform (Automation Customized)
LE2204	SNIC-Ultrasonic-0001	Qsonica LLC	Q700	150N17071			Sonicator
LE2753	SPEC-Sphere-0001	X-Rite Incorporated	Ci7800	2594	Device	Ci7800	Spectrophotometer
LE2745	THAN-TGA-0001	TA Instruments - Waters LLC	550	0550-0550	Device	TGA	
LE2746	THAN-TGA-0002	TA Instruments - Waters LLC	5500	5500-0491	Device	TGA	
LE2749	THAN-TMA-0001	TA Instruments - Waters LLC	Q400	0400-1697	Device	TGA	
LE2750	THAN-TMA-0002	TA Instruments - Waters LLC	450EM	0450-0151	Device	TGA	
LE0111	TISX-Qiagen-0001	Qiagen	20.747.0001	1215140102D			
LE1389	TUBW-SCD-0002	Terumo BCT	SCD IIB	1B00864		SCD	Tubing Cutter
		Buchi	Vac Pump V-300	11000042981			
		Buchi	Yes	1100042442			
		Fischer	Fischerscope hHM2000 S	89110			
		VAC Vacuum Atmospheres Company	GENESIS 109035	174			
		VAC Vacuum Atmospheres Company	GENESIS 109035	169			
		VWR International	ERV-20	VWR-WB72723606-1712			
		Infors	Labfors 5	S-000129998			
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Infors	Labfors 5				
		Agilent	G7167B	DEBAQ002294			
		Biotage	Selekt	SEL204800772			
		Buchi	ROTOVAP R-300 EL	1100038910			
		Room 5130	Foxy 200	205M20034			
		Heidolph	Hei-VAP Expert/Ult.M L Base 574-00000-01-0	200412382			
		Heidolph	Hei-VAP Expert/Ult.M L Base 574-00000-01-1	200382963			
		Heidolph	Hei-VAP Expert/Ult.M L Base 574-00000-01-1	200424692			
		Agilent	G6550A	SG1238B001			
		LABCONCO	112637002	220734936A			Walk-in fume hood
LE0665	PLSH-BioShake-0015	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE1214	PLSH-BioShake-0038	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1412	PLSH-BioShake-0055	QInstruments GmbH	D30	12338	Device	BioShake	Plate Shaker
LE1301	PLSH-BioShake-0056	QInstruments GmbH	D3000	11172	Device	BioShake	Plate Shaker
LE0495	LIQH-EVOMCA96-0001	Tecan US Inc.	96 MCA Head	1603005351	Device	EVOMCA96	Liquid Handler
LE1262	LIQH-EVO-0017	Tecan US Inc.	EVO 2 - 200	1901007741	Device	EVO	Liquid Handler
LE1288	PLSH-Bioshake-0050	QInstruments GmbH	D3000	11597	Device	BioShake	Plate Shaker
LE1311	PLSH-BioShake-0052	QInstruments GmbH	D30	13813	Device	BioShake	Plate Shaker
LE1280	LIQH-EVOMCA96-0021	Tecan US Inc.	96 MCA Head for BSL-2	1902009787	Device	EVOMCA96	Liquid Handler
LE2494	PLSH-Bioshake-0070		D30	13816	Device	BioShake	Plate Shaker
LE2495	PLSH-Bioshake-0071	QInstruments GmbH	D3000	14685	Device	BioShake	Plate Shaker

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0493	LIQH-EVOMCA96-0008	Tecan US Inc.	96 MCA Head	1610005413	Device	EVOMCA96	Liquid Handler
LE1247	LIQH-EVO-0019	Tecan US Inc.	EVO 2 - 200	1904008545	Device	EVO	Liquid Handler
LE0672	PLSH-BioShake-0029	QInstruments GmbH	D3000	8060	Device	BioShake	Plate Shaker
LE0091	PLRE-M1000-0002	Tecan US Inc.	Infinite M1000	908004918	Device	M1000	Plate Reader
LE1201	PLSH-BioShake-0028	QInstruments GmbH	D3000	10929	Device	BioShake	Plate Shaker
LE0630	PLRE-M1000-0007	Tecan US Inc.	Infinite M1000 PRO	1706011276	Device	M1000	Plate Reader
LE1275	LIQH-Echo-0008	Labcyte Inc.	Echo 550	E5XX-18120	Device	Echo	Liquid Handler
	PLTF-Echo-0004	Zymergen Inc	Echo		Platform	Platform	Platform (Automation Customized)
LE0625	PLHA-PreciseArm-0002	Precise Automation	PF00-MA-00400	F0C-1701-8D-00751	Device	PreciseArm	Plate Handler
	PLTF-EchoBravo-0002	Zymergen Inc	EchoBravo		Platform	Platform	Platform (Automation Customized)
LE0601	LIQH-Echo-0003	Labcyte Inc.	Echo 550	E5XX-1741	Device	Echo	Liquid Handler
LE0600	PLHA-PreciseArm-0003	Precise Automation	PF00-MA-00400	F0C-1704-9D-00808	Device	PreciseArm	Plate Handler
LE0606	PLSL-PlateLoc-0010	Agilent Technologies Inc.	01867-201	SGS17PLC11103	Device	PlateLoc	Plate Sealer
	PLTF-EchoBravo-0003	Zymergen Inc	EchoBravo		Platform	Platform	Platform (Automation Customized)
LE0629	PLHA-PreciseArm-0006	Precise Automation	PF00-MA-00400	F0C-1706-9D-00835	Device	PreciseArm	Plate Handler
LE0323	PLRE-M1000-0005	Tecan US Inc.	Infinite M1000 PRO	1510000769	Device	M1000	Plate Reader
LE0675	PLSH-Bioshake-0025	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
	PLTF-M1000-0002	Zymergen Inc	M1000		Platform	Platform	Platform (Automation Customized)
LE1245	BKDS-ViaFill-0008	Integra Biosciences Inc.	ViaFill	56180211	Device	ViaFill	Bulk Dispenser
LE0022	PLHA-BenchCel-0005	Agilent Technologies Inc.	18692.206	70.00035.2060/62.00754.0000	Device	BenchCel	Plate Handler
	PLTF-MPP-0001	Zymergen Inc	MPP		Platform	Platform	Platform (Automation Customized)
LE0540	BKDS-ViaFill-0003	Integra Biosciences Inc.	ViaFill	56170168	Device	ViaFill	Bulk Dispenser

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1248	BKDS-ViaFill-0007	Integra Biosciences Inc.	ViaFill	56180214	Device	ViaFill	Bulk Dispenser
LE0692	PLHA-PreciseArm-0005	Precise Automation	PF00-MA-00400	F0C-1611-8C-00710	Device	PreciseArm	Plate Handler
LE0615	PLSL-PlateLoc-0005	Agilent Technologies Inc.	01867-201	SGS13PLC14502	Device	PlateLoc	Plate Sealer
	PLTF-MPP-0003	Zymergen Inc	MPP		Platform	Platform	Platform (Automation Customized)
	CDTR-InfinityDAD-0034	Agilent Technologies Inc.	G7117B	DEBAW01023	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0041	Agilent Technologies Inc.	G7167B	DEBAS00304	Device	InfinityInjector	Chromatography
	MSSP-ATLCQQQ-0002	Agilent Technologies Inc.	G6495A	SG1441D002	Device	ATLCQQQ	Mass Spectrometry System
	PUMP-InfinityPump-0041	Agilent Technologies Inc.	G7120A	DEBAY00283	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0037	Agilent Technologies Inc.	G7116B	DEBA402022	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-QQQ-0002	Agilent Technologies Inc.			Platform	QQQ	Platform (Automation Customized)
LE2212	CHLL-Huber-0001	Chemspeed Ltd.	Unistat tango	378237	Device	UnistatTango	Chiller
LE2213	CHLL-Huber-0002	Chemspeed Ltd.	Unistat tango	380543	Device	UnistatTango	Chiller
LE1444	SLDH-FLEX-0001	Chemspeed Ltd.	FLEX FORMAX	XC-0002	Device	Flex	
	ZRAC-AmbiStore-0001	Zymergen Inc	AmbiStore		Sub-Module	Platform	Plate Storage
	ZRAC-Cytomat-0001	Zymergen Inc	Cytomat		Sub-Module	Platform	Incubator
	ZRAC-Echo-0001	Zymergen Inc	Echo		Sub-Module	Platform	Liquid Handler
	ZRAC-HiG-0002	Zymergen Inc	E15		Sub-Module	Platform	Centrifuge
	ZRAC-Spark-0001	Zymergen Inc	Spark		Sub-Module	Platform	Plate Reader
	ZRAC-SteriStore-0001	Zymergen Inc			Sub-Module	Platform	
LE0695	BKDS-ViaFill-0005	Integra Biosciences Inc.	ViaFill	56180173	Device	ViaFill	Bulk Dispenser
	ZRAC-ViaFill-0001	Zymergen Inc	ViaFill		Sub-Module	Platform	Bulk Dispenser
LE2876	Enzyscreen-0002	Enzyscreen B.V.	Growth Profiler 960	ENZYGP960015	Platform	GrowthProfiler	Platform
LE2015	INCS-Multitron-0084	Infors-HT	Multitron Pro	D1970717PC3		Multitron	Incubator Shaker
LE0524	LIQH-Bravo-0008	Agilent Technologies Inc.	16050-102	43.00159.1402	Device	Bravo	Liquid Handler

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	MOAN-HC-0001	Mettler-Toledo, LLC	HC103/03	B752208484		HC	Moisture Analyzer
LE0705	PLRE-Spark-0002	Tecan US Inc.	Spark	1807011176	Device	Spark	Plate Reader
LE0701	PLRE-Spark-0003	Tecan US Inc.	Spark	1806005862	Device	Spark	Plate Reader
LE0589	PLSL-PlateLoc-0004	Agilent Technologies Inc.	01867-201	SGS16PLC11205	Device	PlateLoc	Plate Sealer
LE1296	PLSL-PlateLoc-0030	Agilent Technologies Inc.	G5585A	SG1834A010	Device	PlateLoc	Plate Sealer
LE0846	REFR-Atosa-0011	Atosa USA	MGF8401GR	MGF8401GRAUS100317121100C40001		Atosa	4C refrigerator (Single-Door/Deli)
LE0143	REFR-TRUE-0006	True Manufacturing Co., Inc.	T-49G-LD	8538541		TRUE	4C refrigerator (Single-Door/Deli)
LE0118	REFR-TRUE-0008	True Manufacturing Co., Inc.	T-49G-LD	8608597		TRUE	4C refrigerator (Single-Door/Deli)
LE0168	REFR-TRUE-0009	True Manufacturing Co., Inc.	T-49G-LD	8838763		TRUE	4C refrigerator (Single-Door/Deli)
LE1033	REFR-TRUE-0018	True Manufacturing Co., Inc.	TSD_47G_HC	9621071		TRUE	4C refrigerator (Single-Door/Deli)
LE2616	RODI-Flex-0008	Veolia Water UK Limited	PURELAB Flex 2	FLB00010956		Flex	Lab water purification system
LE4078	SEQU-GridION-0001	Oxford Nanopore Technologies Ltd	GridION x5	GXB03590	Device	GridION	Sequencer
LE0529	SEQU-MiSeq-0001	Illumina	MiSeq	M01087	Device	MiSeq	Sequencer
LE2409	SHKR-Fisherbrand-0001	Thermo Fisher Scientific Inc.	2217759	180731001		Fisherbrand	Shaker
None	SHKR-Fisherbrand-0002	Fisher Scientific	2216101	170118011		Room 5130	Shaker
None	SHKR-TYZD-0001		TYZD-III	2016120312			Shaker
None	SHKR-XPT-0001	Banvue Point International, Inc.	BDRAA115S	0316BDR000892		XPT	Shaker
TBD	SPEC-CGQ-0001	aquila biolabs GmbH	CGQ-BASE-16	CGQ-BS-16-BV-0031	Device	CGQ	Spectrophotometer
None	SPEC-Epoch-0001	Biotek	Epoch				Spectrophotometer
LE0109	SPEC-GENESYS-0004	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6T139204	Device	GENESYS	Spectrophotometer
LE1390	TUBW-SCD-0001	Terumo BCT	SCD IIB	6500		SCD	Tubing Cutter
LE2412	VCCR-SpeedVac-0001	Thermo Fisher Scientific Inc.	SPD2030-220	1154659001190611		SpeedVac	
LE2443	VSCD-Masterflex-0008	Cole-Parmer	Masterflex L/S	C18005334		Masterflex	Peristaltic Pump
LE2615	VSCD-Masterflex-0009	Cole-Parmer	Masterflex L/S	B15001410		Masterflex	Peristaltic Pump
		Biotage	V10 Touch	V102103898			
LE0726	FLUR-Qubit-0003	ThermoFisher Scientific Inc.	3	2321602679	Device	Qubit	Fragment Analyzer

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0756	FLUR-Qubit-0005	ThermoFisher Scientific Inc.	3	2321610645	Device	Qubit	Fragment Analyzer
LE0740	FLUR-Qubit-0007	ThermoFisher Scientific Inc.	3	2321611431	Device	Qubit	Fragment Analyzer
LE0624	LIQH-Bravo384ST-0006	Agilent Technologies Inc.	04318-201	12.00270.1051	Device	Bravo384ST	Liquid Handler
LE0048	LIQH-Bravo-0001	Agilent Technologies Inc.	16050-102	43.00094.1002	Device	Bravo	Liquid Handler
LE0129	LIQH-Bravo-0002	Agilent Technologies Inc.	16050-102	USS2009240001	Device	Bravo	Liquid Handler
LE1217	PLSH-BioShake-0040	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0556	LIQH-Bravo96LT-0014	Agilent Technologies Inc.	G5055A	SG1737N010	Device	Bravo96LT	Liquid Handler
LE0616	LIQH-Bravo-0005	Agilent Technologies Inc.	16050-102	SGS16BLH21309	Device	Bravo	Liquid Handler
LE1229	LIQH-Bravo384ST-0013	Agilent Technologies Inc.	04318-201	12.00407.1051	Device	Bravo384ST	Liquid Handler
LE0602	LIQH-Bravo-0006	Agilent Technologies Inc.	16050-102	SGS17BLH20305	Device	Bravo	Liquid Handler
LE1215	PLSH-BioShake-0033	QInstruments GmbH	D3000	8842	Device	BioShake	Plate Shaker
LE1427	PLSH-Teleshake-0002		50134882	IBS13195	Device	Teleshake	Plate Shaker
LE0542	LIQH-Bravo-0009	Agilent Technologies Inc.	G5563A	SG1739B002	Device	Bravo	Liquid Handler
LE0757	LIQH-Bravo-0010	Agilent Technologies Inc.	G5563A	SG1820B002	Device	Bravo	Liquid Handler
LE0758	LIQH-Bravo-0011	Agilent Technologies Inc.	G5563A	SG1826B004	Device	Bravo	Liquid Handler
LE0730	LIQH-Bravo96LT-0011	Agilent Technologies Inc.	04730-202	12.00325.1042	Device	Bravo96LT	Liquid Handler
LE0749	LIQH-Bravo-0012	Agilent Technologies Inc.	G5563A	SG1830B004	Device	Bravo	Liquid Handler
LE0619	LIQH-Bravo96LT-0002	Agilent Technologies Inc.	04730-202	USS2009370020	Device	Bravo96LT	Liquid Handler
LE1310	PLSH-BioShake-0051	QInstruments GmbH	D30	13814	Device	BioShake	Plate Shaker
LE2497	LIQH-EVOMCA96-0024	Tecan US Inc		2011008330	Device	EVOMCA96	Liquid Handler
LE1211	PLSH-BioShake-0034	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0498	LIQH-EVOMCA96-0005	Tecan US Inc.	96 MCA Head	1705006158	Device	EVOMCA96	Liquid Handler
LE0497	LIQH-EVOMCA96-0004	Tecan US Inc.	96 MCA Head	1705006166	Device	EVOMCA96	Liquid Handler
LE1202	PLSH-BioShake-0045	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0496	LIQH-EVOMCA96-0002	Tecan US Inc.	96 MCA Head	807002571	Device	EVOMCA96	Liquid Handler
LE0735	PLSH-BioShake-0036	QInstruments GmbH	D30		Device	BioShake	Plate Shaker

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0499	LIQH-EVOMCA96-0013	Tecan US Inc.	96 MCA Head	1702007718	Device	EVOMCA96	Liquid Handler
LE0660	PLSH-BioShake-0017	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0709	PLSH-BioShake-0031	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1263	LIQH-EVOMCA96-0020	Tecan US Inc.	96 MCA Head	1901006144	Device	EVOMCA96	Liquid Handler
LE0593	LIQH-EVO-0013	Tecan US Inc.	EVO 2 - 200	1702007719	Device	EVO	Liquid Handler
LE0638	PLSH-BioShake-0020	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0639	PLSH-BioShake-0021	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1249	LIQH-EVOMCA96-0022	Tecan US Inc.	96 MCA Head	1904008544	Device	EVOMCA96	Liquid Handler
LE1410	PLSH-BioShake-0058	QInstruments GmbH	D30	9252	Device	BioShake	Plate Shaker
LE1303	PLSH-BioShake-0059	QInstruments GmbH	D3000	10928	Device	BioShake	Plate Shaker
LE1300	PLSH-Bioshake-0064		D30	12336	Device	BioShake	Plate Shaker
LE1365	PLSH-Bioshake-0065		D3000	12159	Device	BioShake	Plate Shaker
XXXX	LIQH-MCA384AdapterFixed-0001	Tecan US Inc.	30032064 125uL	11078	Device	MCA384AdapterFixed	Liquid Handler
XXXX	LIQH-MCA384AdapterFixed-0003	Tecan US Inc.	30032065 15uL	15025	Device	MCA384AdapterFixed	Liquid Handler
LE1302	PLSH-BioShake-0060	QInstruments GmbH	D30	12340	Device	BioShake	Plate Shaker
LE1411	PLSH-BioShake-0061	QInstruments GmbH	D3000	12322	Device	BioShake	Plate Shaker
	MODX-FI-0001	Zymergen Inc			Module	Platform	Platform
LE2719	TLCP-PlateExpress-0001	Interchim	Plate Express	PE-5220-0526	Device	PlateExpress	
LE2718	MSSP-Expression-0001	Advion Inc	Expression LCMS	CMS-5020-1232	Device	Expression	Mass Spectrometry System
LE0137	PLHA-BenchCel-0004	Agilent Technologies Inc.	18692.216	70.00104.2160/62.00867.0000	Device	BenchCel	Plate Handler
	PLTF-Barcodinator-0001	Zymergen Inc	Barcodinator		Platform	Platform	Platform (Automation Customized)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2744	PLSH-Bioshake-0074	QInstruments GmbH	D3000	21164	Device	BioShake	Plate Shaker
	PLTF-M1000-0001	Zymergen Inc	M1000		Platform	Platform	Platform (Automation Customized)
LE0560	BKDS-ViaFill-0002	Integra Biosciences Inc.	ViaFill	56170150	Device	ViaFill	Bulk Dispenser
LE0688	PLHA-BenchCel-0001	Agilent Technologies Inc.	18692-206	70.00189.2060/62.01448	Device	BenchCel	Plate Handler
	PLTF-MPP-0002	Zymergen Inc	MPP		Platform	Platform	Platform (Automation Customized)
LE0065	PLHA-BenchCel-0003	Agilent Technologies Inc.	18692.214	70.00062.2140/62.00800	Device	BenchCel	Plate Handler
	PLTF-PWash-0001	Zymergen Inc	PWash		Platform	Platform	Platform (Automation Customized)
	ZRAC-Fluent-0001	Zymergen Inc	Fluent		Sub-Module	Platform	Liquid Handler
	ZRAC-HiG-0001	Zymergen Inc	HiG		Sub-Module	Platform	Centrifuge
	ZRAC-MultiFlo-0001	Zymergen Inc	MultiFlo FX		Sub-Module	Platform	Bulk Dispenser
	ZRAC-PlateLoc-0001	Zymergen Inc	PlateLoc		Sub-Module	Platform	Plate Sealer
	ZRAC-Thermocycler-0002	Zymergen Inc	Thermocycler		Sub-Module	Platform	Thermocycler
	ZRAC-Thermocycler-0003	Zymergen Inc	Thermocycler		Sub-Module	Platform	Thermocycler
LE0695	BKDS-ViaFill-0005	Integra Biosciences Inc.	ViaFill	56180173	Device	ViaFill	Bulk Dispenser
	ZRAC-ViaFill-0001	Zymergen Inc	ViaFill		Sub-Module	Platform	Bulk Dispenser
	ANCH-COY-0003	Coy Laboratory Products Inc	734/475-2200	AC19-109			Anaerobic chamber
LE0387	BALX-ME-0018	Mettler-Toledo, LLC	ME4002TE	B751164888		ME	Balance (precision scale)
LE1650	BALX-ME-0019	Mettler-Toledo, LLC	ME4002TE	B751164889		ME	Balance (precision scale)
LE1014	BALX-ML-0001	Mettler-Toledo, LLC	ML6002T/00	B843655248		ML	Balance (precision scale)
LE1015	BALX-MS-0006	Mettler-Toledo, LLC	MS104TS/00	B840537752		MS	Balance (precision scale)
	BALX-Navigator-0001	Ohaus Corp	NVT4201	8341355030			Balance (precision scale)
LE1636	BALX-XS-0001	Mettler-Toledo, LLC	XSR304	B915526578		XS	Balance (precision scale)
None	BATH-VWR-0006	VWR Internaitonal	WB05	W417C0376		VWR	Temp controlled water bath

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	BATH-VWR-0007	VWR Internaitonal	WB05	W417C0378		VWR	Temp controlled water bath
None	BATH-VWR-0008	VWR Internaitonal	WB05	W417C0381		VWR	Temp controlled water bath
None	BATH-VWR-0009	PolySciences, Inc.	WB05	W417B0179		VWR	Temp controlled water bath
None	BATH-VWR-0011	VWR Internaitonal	WB05	W417B0203		VWR	Temp controlled water bath
None	BATH-VWR-0012	VWR Internaitonal	WB02	None		VWR	Temp controlled water bath
None	BATH-VWR-0013	VWR Internaitonal	WB02	W11440182		VWR	Temp controlled water bath
None	BATH-VWR-0014	VWR Internaitonal	WB05	W41770205		VWR	Temp controlled water bath
LE1239	BKDS-PlatePourer-0002	Kreo Technologies	PPC	113010	Device	PlatePourer	Bulk Dispenser
LE0551	BKDS-ViaFill-0001	Integra Biosciences Inc.	ViaFill	56170152	Device	ViaFill	Bulk Dispenser
LE0553	BKDS-ViaFill-0004	Integra Biosciences Inc.	ViaFill	56170151	Device	ViaFill	Bulk Dispenser
LE1276	BKDS-ViaFill-0006	Integra Biosciences Inc.	ViaFill	56180175	Device	ViaFill	Bulk Dispenser
	BIOR-microMatrix-0001	Applikon Biotechnology	micro-Matrix	Z310040010	Device	micro-Matrix	Bioreactor System
LE2337	BSCX-EF-0001	Enviroflo, Inc	EF-2000-01	19-03111-0729			Bio Safety Cabinet (BSC)
LE2338	BSCX-EF-0002	Enviroflo, Inc	EF-2000-02	19-03111-0830			Bio Safety Cabinet (BSC)
LE0254	CENT-54-0054	Eppendorf North America Inc	5424	5424GI874785		54	Centrifuge
LE0085	CENT-Avanti-0001	Beckman Coulter	AvantiJ-E	JSE14J14		Avanti	Centrifuge
LE2058	CENT-Avanti-0009	Beckman Coulter	AvantiJ-E	JSE17H12		Avanti	Centrifuge
LE2637	FFUX-Whisper-0012	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152007		Whisper	Fan Filter Unit
LE0259	FRAG-ZAG-0002	Agilent Technologies Inc.	ZAG	Z7521	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0613	FRAG-ZAG-0003	Agilent Technologies Inc.	ZAG	Z7534	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0614	FRAG-ZAG-0004	Agilent Technologies Inc.	ZAG	Z7535	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0536	FRAG-ZAG-0005	Agilent Technologies Inc.	ZAG	Z7555	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0719	FRAG-ZAG-0007	Agilent Technologies Inc.	ZAG	Z7572	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE2618	ICEX-F330-0006	Hoshizaki America, Inc.	F-330BAH	H01276G		F330	Ice Maker
LE0349	INCS-Innova-0020	Eppendorf North America Inc	Innova 44R	SI44GQ204344		Innova	Incubator Shaker

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0939	INCS-MaxQ-0003	Thermo Fisher Scientific Inc.	4338 MAXQ - 4000	300228356		MaxQ	Incubator Shaker
LE0440	INCS-Mini-0001	Benchmark Electronics	Incu-Shaker Mini	1612N205BC278		Mini	Incubator Shaker
LE0432	INCS-Multitron-0077	Infors-HT	Multitron Pro	D2020717PT3		Multitron	Incubator Shaker
LE0432	INCS-Multitron-0078	Infors-HT	Multitron Pro	D2030717PC3		Multitron	Incubator Shaker
LE0432	INCS-Multitron-0079	Infors-HT	Multitron Pro	D2040717PC3		Multitron	Incubator Shaker
LE2015	INCS-Multitron-0083	Infors-HT	Multitron Pro	D1960717PT3		Multitron	Incubator Shaker
LE2015	INCS-Multitron-0085	Infors-HT	Multitron Pro	D1980717PC3		Multitron	Incubator Shaker
LE2017	INCS-Multitron-0086	Infors-HT	Multitron IV	E0210519FT3		Multitron	Incubator Shaker
LE2017	INCS-Multitron-0087	Infors-HT	Multitron	E0220519FC3		Multitron	Incubator Shaker
LE2017	INCS-Multitron-0088	Infors-HT	Multitron	E0230519FC3		Multitron	Incubator Shaker
LE0046	INCX-VWR-0001	VWR Internaitonal	89511-422	41692011		VWR	Incubator Static / Gravity
LE1610	INCX-VWR-0063	VWR Internaitonal	89511-422	43277604		VWR	Incubator Static / Gravity
LE1609	INCX-VWR-0064	VWR Internaitonal	89511-422	42377602		VWR	Incubator Static / Gravity
	INCX-IPP-0001	Memmert GmbH + Co. KG	IPP110plus			IPP	Incubator Static / Gravity
LE0076	LIQH-Echo-0001	Labcyte Inc.	Echo 550	E5XX-1455	Device	Echo	Liquid Handler
None		Eppendorf North America Inc	MixMate(5353)	5353EM317575		MixMate	Mixer
None	MIXR-MixMate-0006	Eppendorf North America Inc	MixMate(5353)	5353HK219933		MixMate	Mixer
LE2604	MIXR-MixMate-0007	Eppendorf North America Inc	MixMate(5353)	5353HG019688		MixMate	Mixer
None	MIXR-MixMate-0008	Eppendorf North America Inc	MixMate(5353)	5353FL318256		MixMate	Mixer
LE2613	MOAN-MA-0001	Sartorius Stedim NA Inc.	MA37-1US	38602609			Moisture Analyzer
LE2120	MOAN-MA-0002	Sartorius Stedim NA Inc.	MA37-1US	41508217			Moisture Analyzer
LE0235	MSSP-PrimaPro-0001	ThermoFisher Scientific Inc.	Prima PRO	3803346	Device	PrimaPro	Mass Spectrometry System
LE2498	MSSP-PrimaPro-0002	ThermoFisher Scientific Inc.	Prima PRO	5399207	Device	PrimaPro	Mass Spectrometry System

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1385	O2MO-Beacon-0001	RKI Intruments	Beacon 410A	B410A-211005			Oxygen Monitor
LE1385	O2MO-Beacon-0002	RKI Intruments	Beacon 410A	B410A-212014			Oxygen Monitor
LE0040	PCRX-2720-0008	Thermo Fisher Scientific Inc.	2720	272S4182406		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0195	PCRX-ProFlex-0001	Thermo Fisher Scientific Inc.	ProFlex	297806408/297850478		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0196	PCRX-ProFlex-0002	Thermo Fisher Scientific Inc.	ProFlex	297804922/297850412		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2437	PCRX-ProFlex-0003	Thermo Fisher Scientific Inc.	ProFlex	2978019013091/297850964		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2416	PCRX-ProFlex-0004	Thermo Fisher Scientific Inc.	ProFlex	2978018010594 / 297850757		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2420	PCRX-ProFlex-0005	Thermo Fisher Scientific Inc.	ProFlex (Triple-lid 96 Well)	297805299/297823310		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2063	PCRX-ProFlex-0015	Thermo Fisher Scientific Inc.	ProFlex	2978018010638/297850777		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2064	PCRX-ProFlex-0016	Thermo Fisher Scientific Inc.	ProFlex	297804890/297850630		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2065	PCRX-ProFlex-0017	Thermo Fisher Scientific Inc.	ProFlex	2978018061754/297850405		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2066	PCRX-ProFlex-0018	Thermo Fisher Scientific Inc.	ProFlex	297809310/297850817		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0099	PLHA-PreciseArm-0001	Precise Automation	PF00-MA-00400	F0X-1412-8K-00393	Device	PreciseArm	Plate Handler
LE0568	PLHA-PreciseArm-0004	Precise Automation	PF00-MA-00400	F0B-1604-8C-00549	Device	PreciseArm	Plate Handler
LE0713	PLSL-PlateLoc-0021	Agilent Technologies Inc.	G5585A	SG1836A004	Device	PlateLoc	Plate Sealer
LE1357	PLSL-PlateLoc-0024	Agilent Technologies Inc.	01867-201	SG1839A006	Device	PlateLoc	Plate Sealer
LE0617	PRNT-Mach4-0005	Computype Inc.	MACH4/600 B	0041150 Z48	Device	Mach4	Label Printer
LE1550	PUMP-MP8-0049	Eppendorf North America Inc	MP8 V2.0	3012195	Device	MP8	Pump Module
LE1547	PUMP-MP8-0052	Eppendorf North America Inc	MP8 V2.0	3012194	Device	MP8	Pump Module
LE2738	PUMP-MP8-0079	Eppendorf North America Inc	MP8 V2.0	3012736	Device	MP8	Pump Module
LE2739	PUMP-MP8-0080	Eppendorf North America Inc	MP8 V2.0	3012729	Device	MP8	Pump Module
LE0847	REFR-Atosa-0012	Atosa USA	MGF8401GR	MGF8401GRAUS100318041200C40007		Atosa	4C refrigerator (Single-Door/Deli)
LE0848	REFR-Atosa-0013	Atosa USA	MGF8401GR	MGF8401GRAUS100317123100C40002		Atosa	4C refrigerator (Single-Door/Deli)
LE0849	REFR-Atosa-0014	Atosa USA	MGF8401GR	MGF8401GRAUS100318041200C40015		Atosa	4C refrigerator (Single-Door/Deli)
LE0850	REFR-Atosa-0015	Atosa USA	MGF8401GR	MGF8401GRAUS100317031600C44284		Atosa	4C refrigerator (Single-Door/Deli)
None	REFR-ColdRoom-0007	Cold Room Solutions	CPX2-C1	190993		ColdRoom	4C refrigerator (Single-Door/Deli)
LE1807	REFR-Diamond-0002	Nor-Lake, Inc.	NSBDR261SSS/0	NLS-9666376-1905		Diamond	4C refrigerator (Single-Door/Deli)
LE0287	REFR-Sears-0001	Sears Holdings	25370722410	WA54801628		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0002	Sears Holdings	25370722410	WA63303388		Sears	4C refrigerator (Single-Door/Deli)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	REFR-Sears-0004	Sears Holdings	253.7072241	WA61202179		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0005	Electrolux	FRU17B2JW22	WA13302093		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0006	Midea	WHS-160RSS1	D81-24164702-16920-210280		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0007	Midea	WHS-160RSS1	D81-17447301-16518-210179		Sears	4C refrigerator (Single-Door/Deli)
	REFR-Sears-0011	Sears Holdings	UCR-0604	014135-12-0032-0202		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0012	Midea	WHS-160RSS1	D81-40426501-17730-210011		Sears	4C refrigerator (Single-Door/Deli)
LE1623	REFR-TRUE-0001	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9601575		TRUE	4C refrigerator (Single-Door/Deli)
LE0438	REFR-TRUE-0010	True Manufacturing Co., Inc.	T-49G-HC	9191694		TRUE	4C refrigerator (Single-Door/Deli)
LE2019	REFR-TRUE-0015	True Manufacturing Co., Inc.	TSD_47G_HC	9610371		TRUE	4C refrigerator (Single-Door/Deli)
LE0296	REFR-TRUE-0016	True Manufacturing Co., Inc.	T-49G-LD	8825606		TRUE	4C refrigerator (Single-Door/Deli)
LE1034	REFR-TRUE-0019	True Manufacturing Co., Inc.	TSD_47G_HC	9616431		TRUE	4C refrigerator (Single-Door/Deli)
LE1037	REFR-TRUE-0022	True Manufacturing Co., Inc.	TSD_47G_HC	9616429		TRUE	4C refrigerator (Single-Door/Deli)
LE0174	REFR-TRUE-0030	True Manufacturing Co., Inc.	T-49G-LD	8838771		TRUE	4C refrigerator (Single-Door/Deli)
LE0332	REFR-TRUE-0031	True Manufacturing Co., Inc.	TSD_47G_LD	8963349		TRUE	4C refrigerator (Single-Door/Deli)
LE2602	REFR-TRUE-0039	True Manufacturing Co., Inc.	TS-23-HC	9684406		TRUE	4C refrigerator (Single-Door/Deli)
None	REFR-VWR-0001	VWR Internaitonal	HCUCFS-0504G	HQ-VWR-18C2978-1803-V52		VWR	4C refrigerator (Single-Door/Deli)
LE1020	REFR-VWR-0005	VWR Internaitonal	EFV-20	VWR-WB84076570-1811		VWR	4C refrigerator (Single-Door/Deli)
LE2606	RODI-Chorus-0001	Veolia Water UK Limited	PC220DIBPM2	CRS00003645			Lab water purification system
LE2614	RODI-Chorus-0003	Veolia Water UK Limited	PC220DIBPPM3	CRS00005626			Lab water purification system
LE2617	RODI-Chorus-0004	Veolia Water UK Limited	PC220DIBPM2	CRS00004002			Lab water purification system
LE1802	RODI-Chorus-0005	Veolia Water UK Limited	PC220DIBPM2	CRS00003979			Lab water purification system

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1823	RODI-Flex-0005	Veolia Water UK Limited	PURELAB Flex 2	FLB0008698		Flex	Lab water purification system
LE2607	RODI-Flex-0006	Veolia Water UK Limited	PURELAB Flex 2	FLB00011898		Flex	Lab water purification system
	RODI-Prima-0005	Veolia Water UK Limited	PURELAB Prima 30			Prima	Lab water purification system
LE1824	RODI-Prima-0006	Veolia Water UK Limited	PURELAB Prima 30	PR00013815		Prima	Lab water purification system
	RPCR-QuantStudio-0001	ThermoFisher Scientific Inc.	QuantStudio 7	2.78E+12	Device	QuantStudio	Real- Time PCR Thermal Cycler
LE0765	SEQU-MiSeq-0002	Illumina	MiSeq	M06675	Device	MiSeq	Sequencer
LE0751	SEQU-MiSeq-0003	Illumina	MiSeq	M06726	Device	MiSeq	Sequencer
LE1254	SEQU-PippinHT-0001	Sage Science Inc.	HT00418	HT00418	Device	PippinHT	Sequencer
LE1315	SEQU-PippinHT-0002	Sage Science Inc.		HT00495	Device	PippinHT	Sequencer
	SLDH-PowderDispenser-0001	Labman Automation Ltd	Zpow Powder Dispensing Robot		Device	PowderDispenser	Bulk Dispenser
LE2636	VCCR-SpeedVac-0002	Labconco	7970010	180862547H		SpeedVac	
		V&P Scientific, Inc.	VP 710C5-7A	711455			Stirrer
		V&P Scientific, Inc.	VP 710C5-7A	71195			Stirrer
		Analytictikjena	UVP UVGL-55	E121719			
LE4201		Steris	500XLS	3631921007			
		Conviron	GEN 1000	210078			
		Sphere Fluidics	Research Cyto-Mine				
		Infors	Labfors 5				
		Conviron	286059-SU	2019050033			Growth Chamber
		BioRad	C1000 Touch	CT057370			Thermocycler
None	AIRP-RabbitAir -0001	RabbitAir	SPA-700A	15102F571961300012		RabbitAir	
None	AIRP-RabbitAir -0002	RabbitAir	SPA-700A	15402F571961300015		RabbitAir	
None	AIRP-RabbitAir -0003	RabbitAir	SPA-700A	15302DFP1842700038		RabbitAir	
None	AIRP-RabbitAir -0004	RabbitAir	SPA-700A	15302DFP1540100023		RabbitAir	

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	AIRP-RabbitAir - 0005	RabbitAir	SPA-700A	152 02DFP 16B30 00032		RabbitAir	
LE0667	PLSH-BioShake-0001	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0653	PLSH-BioShake-0006	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0633	PLSH-BioShake-0009	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0634	PLSH-BioShake-0010	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0651	PLSH-BioShake-0022	QInstruments GmbH	D3000	8189	Device	BioShake	Plate Shaker
LE0641	PLSH-BioShake-0024	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0622	PLSH-Bioshake-0026	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE1231	PLSH-BioShake-0030	QInstruments GmbH	D3000	6763	Device	BioShake	Plate Shaker
LE1216	PLSH-BioShake-0039	QInstruments GmbH	D3000	8843	Device	BioShake	Plate Shaker
LE1218	PLSH-BioShake-0041	QInstruments GmbH	D3000	8845	Device	BioShake	Plate Shaker
LE1221	PLSH-BioShake-0042	QInstruments GmbH	D30	9250	Device	BioShake	Plate Shaker
LE1222	PLSH-BioShake-0043	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE1287	PLSH-Bioshake-0049	QInstruments GmbH	D30	12339	Device	BioShake	Plate Shaker
LE1358	PLSH-BioShake-0062	QInstruments GmbH	D30	13819	Device	BioShake	Plate Shaker
LE1359	PLSH-BioShake-0063	QInstruments GmbH	D3000	14809	Device	BioShake	Plate Shaker
LE1314	PLSH-Bioshake-0067		D3000	14688	Device	BioShake	Plate Shaker
LE1458	PLSH-Bioshake-0069	QInstruments GmbH	D3000	12168	Device	BioShake	Plate Shaker
LE1224	PLSH-Bioshake-0072	QInstruments GmbH	D30	6733	Device	BioShake	Plate Shaker
LE0618	LIQH-Bravo96LT-0005	Agilent Technologies Inc.	04730-202	SGS16DTH31402	Device	Bravo96LT	Liquid Handler
LE0732	LIQH-Bravo96LT-0016	Agilent Technologies Inc.	G5055A	SG1825N001	Device	Bravo96LT	Liquid Handler

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1204	LIQH-Bravo96LT-0018	Agilent Technologies Inc.	G5055A	SG1826N004	Device	Bravo96LT	Liquid Handler
LE0591	LIQH-Bravo96LT-0020	Agilent Technologies Inc.	04730-202	SGS13DTH32101	Device	Bravo96LT	Liquid Handler
LE1286	LIQH-Bravo96LT-0021	Agilent Technologies Inc.	G5055A	SG1913N002	Device	Bravo96LT	Liquid Handler
LE0737	ELPO-GeminiX2-0002	BTX of Harvard Biosciences	Gemini X2	G-311117	Device	GeminiX2	Electroporator
LE0694	ELPO-GeminiX2-0003	BTX of Harvard Biosciences	Gemini X2	G-221320	Device	GeminiX2	Electroporator
LE0805	ELPO-GeminiX2-0004	BTX of Harvard Biosciences	Gemini X2	G-311106	Device	GeminiX2	Electroporator
LE1297	ELPO-HT200-0002	BTX of Harvard Biosciences	HT200	HT200-0378	Device	HT200	Electroporator
LE0549	ELPO-HT200-0003	BTX of Harvard Biosciences	HT200	HT200-0346	Device	HT200	Electroporator
LE1298	ELPO-HT200-0004	BTX of Harvard Biosciences	HT200	HT200-0400	Device	HT200	Electroporator
LE0110	SPEC-NanoDrop-0009	ThermoFisher Scientific Inc.	NanoDrop 2000		Device	NanoDrop	Spectrophotometer
	TE-3340	Cole-Parmer	35519-046	170380268			
LE1301	PLSH-BioShake-0056	QInstruments GmbH	D3000	11172	Device	BioShake	Plate Shaker
LE0179	MICS-DMLB-0001	Leica Microsystems	DMLB	501080 195502		DMLB	Microscope
LE0561	PLSL-PlateLoc-0008	Agilent Technologies Inc.	1.0048	1.00480.0002	Device	PlateLoc	Plate Sealer
LE0866	INCS-Multitron-0015	Infors-HT	Multitron Pro	D7091018PC3		Multitron	Incubator Shaker
LE2089	BALX-ME-0028	Mettler-Toledo, LLC	ME403E	B910330523		ME	Balance (precision scale)
	ZRAC-Thermocycler-0001	Zymergen Inc	Thermocycler		Sub-Module	Platform	Thermocycler
LE0631	PLSH-BioShake-0007	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0646	PLSH-BioShake-0011	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
None	FFUX-Whisper-0003	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152003		Whisper	Fan Filter Unit
None	FFUX-Whisper-0004	Terra Universal Inc.	6601-1624-H	6601-1624-157152010		Whisper	Fan Filter Unit
LE0827	INCS-Innova-0009	Eppendorf North America Inc	Innova 44R	SI44HP604864		Innova	Incubator Shaker
LE0998	INCS-Innova-0016	Eppendorf North America Inc	Innova 44R	SI44II005049		Innova	Incubator Shaker
LE0986	INCS-Innova-0017	Eppendorf North America Inc	Innova 44R	SI44II105053		Innova	Incubator Shaker
LE2870	INJR-SPS-0001	Agilent Technologies Inc.	G8410A	AU204110328	Module	SPS	Chromatography
LE2873	MSSP-ICPMS-0001	Agilent Technologies Inc.	G8422A	SG21122036	Module	ATICP	Mass Spectrometry System

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2874	PUMP-ICPPump-0001	Agilent Technologies Inc.	X3705-64000	IT21125181	Module	ICPPump	Chromatography
	PLTF-ICPMS-0001	Agilent Technologies Inc.			Platform	ICPMS	Platform (Automation Customized)
LE0866	INCS-Multitron-0013	Infors-HT	Multitron Pro	D7071018PT3		Multitron	Incubator Shaker
LE0866	INCS-Multitron-0014	Infors-HT	Multitron Pro	D7081018PC3		Multitron	Incubator Shaker
LE0837	SCLE-ICS425-0002	Mettler-Toledo, LLC	ICS425k-15LA/f	B952846533		ICS425	Scale
None	SHKR-Fisherbrand-0002	Fisher Scientific	2216101	170118011		Fisherbrand	Shaker
None	SHKR-TYZD-0001		TYZD-III	2016120312			Shaker
None	SHKR-XPT-0001	Banvue Point International, Inc.	BDRAA115S	0316BDR000892		XPT	Shaker
LE2736	SPEC-UV-0001	Labsphere Inc	UV-2000S	222215013	Device	UV-2000S	Spectrophotometer
LE0274	VCCR-CentriVap-0002	Labconco	CentriVap(7970010)	150610460		CentriVap	
LE0474	VACP-RV-0002	Edwards Vacuum Inc	RV5	200585579			
LE0860	SPEC-NanoDrop-0002	Thermo Fisher Scientific Inc.	NanoDrop One	AZY1812299	Device	NanoDrop	Spectrophotometer
LE0562	PRNT-Mach4-0006	Computype Inc.	MACH4/600 B	0042166 A11	Device	Mach4	Label Printer
LE4078	SEQU-GridION-0001	Oxford Nanopore Technologies Ltd	GridION x5	GXB03590	Device	GridION	Sequencer
		Thermo Fisher Scientific Inc.	ARCTIC A10 - 1525108	1121692301200414			Refrigerated Circulators
		Infors	Labfors 5				
LE2499	SPEC-NanoDrop-0009	ThermoFisher Scientific Inc.	Nanodrop 2000	T976	Device	NanoDrop	Spectrophotometer
LE0742	LIQH-AssistViaflo-0001	Integra Biosciences Inc.	Integra 12-channel Viaflo (with Assist bluetooth module)	7039067	Device	IntegraAssistHead	Liquid Handler
LE0741	LIQH-AssistBase-0001	Integra Biosciences Inc.	Integra Assist Plus	21122185	Device	IntegraAssist	Liquid Handler
LE0455	BALX-ME-0002	Mettler-Toledo, LLC	ME4002TE	B735601598		ME	Balance (precision scale)
LE2082	BALX-ME-0003	Mettler-Toledo, LLC	ME403TE	B639089885		ME	Balance (precision scale)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1604	BALX-ME-0005	Mettler-Toledo, LLC	ME104TE	B907246079		ME	Balance (precision scale)
LE1003	CENT-54-0030	Eppendorf North America Inc	5424R	5404HK831022		54	Centrifuge
LE0798	CENT-58-0002	Eppendorf North America Inc	5810R	5811HO485740		58	Centrifuge
LE0325	INCS-Innova-0027	Eppendorf North America Inc	Innova 44R	SI44FR403950		Innova	Incubator Shaker
LE0326	INCS-Innova-0028	Eppendorf North America Inc	Innova 44R	SI44FR403949		Innova	Incubator Shaker
LE0327	INCS-Innova-0029	Eppendorf North America Inc	Innova 44R	SI44FR403948		Innova	Incubator Shaker
LE0988	INCS-Innova-0033	Eppendorf North America Inc	Innova S44i	S44III202121		Innova	Incubator Shaker
LE0989	INCS-Innova-0034	Eppendorf North America Inc	Innova S44i	S44III602122		Innova	Incubator Shaker
LE1293	BKDS-ViaFill-0009	Integra Biosciences Inc.	ViaFill	56180202	Device	ViaFill	Bulk Dispenser
LE1227	BKDS-WellMate-0004	Matrix Technologies Corp	WellMate	1360	Device	WellMate	Bulk Dispenser
LE1261	COPK-Qpix-0005	Molecular Devices LLC	QPix420	QPIX420-3065	Device	QPix	Colony Picker
LE0530	FRAG-Bioanalyzer-0001	Agilent Technologies Inc.	G2938C	DE54704601	Device	Bioanalyzer	Fragmented DNA analyzer (ZAG)
LE0506	IMSY-ImagingCabinet-0001	Alpha Innotech Corporation	Multi-Image Light Cabinet	401525	Device	ImagingCabinet	Imaging System
LE2018	INCS-Multitron-0089	Infors-HT	Multitron	E0770619FT3		Multitron	Incubator Shaker
LE2018	INCS-Multitron-0090	Infors-HT	Multitron	E0780619FC3		Multitron	Incubator Shaker
LE2018	INCS-Multitron-0091	Infors-HT	Multitron	E0790619FC3		Multitron	Incubator Shaker
LE1012	OVEN-Heratherm-0004	Thermo Fisher Scientific Inc.	Heratherm OMH180	42335884		Heratherm	Oven
LE0855	PCRX-ProFlex-0010	Thermo Fisher Scientific Inc.	ProFlex	2978018051587/29 7850814		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE1209	PLRE-Spark-0005	Tecan US Inc.	Spark	1810004246	Device	Spark	Plate Reader
LE2233	SCLE-ICS425-0038	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566745	Device	ICS425	Scale
LE2234	SCLE-ICS425-0039	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566750	Device	ICS425	Scale
LE0204	VSCD-Masterflex-0002	Cole-Parmer	Masterflex L/S	D18004379		Masterflex	Peristaltic Pump
LE2086	VSCD-Masterflex-0003	Cole-Parmer	Masterflex L/S	M18000864		Masterflex	Peristaltic Pump

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Labconco	Xpert Balance enclosure	210310105 E			
		Tuttnauer	Transfer Carriage				
LE0739	FLUR-Qubit-0004	ThermoFisher Scientific Inc.	4	2.32E+12	Device	Qubit	Fragment Analyzer
LE0754	FLUR-Qubit-0006	ThermoFisher Scientific Inc.	4	2.32E+12	Device	Qubit	Fragment Analyzer
LE0476	VACP-RV-0004	Edwards Vacuum Inc	RV12	A65501906			
LE0473	VACP-RV-0005	Edwards Vacuum Inc	RV12	210142660			
LE2203	MICS-OMAX-0001	OMAX	OMAX 40X-2500X	G017052253		MZ	Microscope
LE2634	MICS-OMAX-0002	OMAX	OMAX	G016072381		MZ	Microscope
LE0896	CENT-58-0004	Eppendorf North America Inc	5810R	5811HQ986367		58	Centrifuge
LE0180	MICS-MZ-0001	Leica Microsystems	MZ16	10445367k		MZ	Microscope
LE0273	MICS-CX-0001	Olympus Controls	CX41RF	8E04525		CX	Microscope
LE2426	IMSM-GelDoc-0001	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR16393	Device	GelDoc	
LE0753	IMSM-GelDoc-0006	Bio-Rad Laboratories, Inc.	ChemiDoc	734BR5697	Device	ChemiDoc	
LE0777	BSCX-NU-0001	Nuaire, Inc.	NU-540-600	1.73724E+11		NU	Bio Safety Cabinet (BSC)
LE0328	CENT-54-0019	Eppendorf North America Inc	5430	5427FN023810		54	Centrifuge
LE0478	CENT-54-0050	Eppendorf North America Inc	5430R	5428HN326738		54	Centrifuge
LE2830	CENT-59-0002	Eppendorf North America Inc	5920R	5948JR803162			Centrifuge
LE2715	CDTR-AcquityPDA-0001	Waters	186015053	186015053	Module	AcquityPDA	Chromatography
LE2716	CDTR-AcquityRI-0001	Waters	186015070	186015070	Module	AcquityRI	Chromatography
LE2722	INJR-AcquityInjector-0001	Waters	186015051	186015051	Module	AcquityInjector	Chromatography
LE2721	PUMP-AcquityPump-0001	Waters	186015058	186015058	Module	AcquityPump	Chromatography
LE2723	TSCO-AcquityColumnOven-0001	Waters	186015054	186015054	Module	AcquityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-APC-0001	Waters			Platform	APC	Platform (Automation Customized)
LE0338	INCX-VWR-0018	VWR Internaitonal	89511-422	41773714		VWR	Incubator Static / Gravity
LE2423	PCRX-ProFlex-0008	Thermo Fisher Scientific Inc.	ProFlex	297808975/297850660		ProFlex	Thermo Cycler for Polymerase Chain

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Reaction Amplification of DNA/RNA
LE0539	PLSL-PlateLoc-0017	Agilent Technologies Inc.	G5585A	SG1740A002	Device	PlateLoc	Plate Sealer
		Olympus	BX53F	OK15116			
LE0830	CENT-54-0048	Eppendorf North America Inc	5430R	5424GO278074		54	Centrifuge
None	BATH-Isotemp-0003	Fisher Scientific	FSGPD05	300181358		Isotemp	Temp controlled water bath
LE0029	RODI-MilliQ-0001	EMD Millipore Corp	Milli-Q	F3JA17330 C		MilliQ	Lab water purification system
		Keyence	VHX-7100	3E120015			

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Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
CDTR-AcquityELSD-0001	Waters	2424 ELS Detector	A19VEL125M	Building 430	AcquityELSD	Chromatography	PLTF-ARC-0001
CDTR-AcquityPDA-0002	Waters	2998 PDA Detector	J16VPD292A	Building 430	AcquityPDA	Chromatography	PLTF-ARC-0001
CDTR-AcquityQDa-0001	Waters	QDa Detector	KAD3004	Building 430	AcquityQDa	Chromatography	PLTF-ARC-0001
CDTR-NexeraPDA-0001	Shimadzu Scientific Instruments Inc	SPD-M40	L22275700333	Building 430	NexeraPDA	Chromatography	PLTF-LCMS-0002
CDTR-ThermoPDA-0001	Thermo Fisher Scientific	ThermoPDA	8154261	Building 430	ThermoPDA	Chromatography	PLTF-LCMS-0003
COMP-NexeraControlSystem-0001	Shimadzu Scientific Instruments Inc	CBM-40	L22115700397	Building 430	NexeraControlSystem	Chromatography	PLTF-LCMS-0002
FLCR-EZPrep-0001	Teledyne Isco Inc	Combiflash EZ Prep	217D02435	Building 430	EZPrep	Chromatography	
FRCL-AcquityFC-0001	Waters	Fraction Collector III	F18WFC779J	Building 430	AcquityFC	Chromatography	PLTF-ARC-0001
FRCL-ThermoFC-0001	Thermo Fisher Scientific	ThermoFC	061805AFC3000	Building 430	ThermoFC	Chromatography	PLTF-LCMS-0003
INJR-AcquityInjector-0003	Waters	Sample Manager FTN-R	J16VSM734N	Building 430	AcquityInjector	Chromatography	PLTF-ARC-0001
INJR-ThermoSampler-0001	Thermo Fisher Scientific	ThermoSampler	8152906	Building 430	ThermoSampler	Chromatography	PLTF-LCMS-0003
LIQH-NexeraLH-0001	Shimadzu Scientific Instruments Inc	LH-40	L22285700053	Building 430	NexeraLH	Chromatography	PLTF-LCMS-0002

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
MSSP-LCMS2020-0001	Shimadzu Scientific Instruments Inc	LCMS-2020	O010155755138	Building 430	LCMS2020	Chromatography	PLTF-LCMS-0002
MSSP-ThermoLCMS-0001	Thermo Fisher Scientific	ThermoLCMS	ISQEC1808001	Building 430	ThermoLCMS	Chromatography	PLTF-LCMS-0003
PCRX-C1000-0004	Bio-Rad Laboratories	C1000Touch	786BR04320	Building 430	C1000	Thermocycler	
PLRE-SynergyHTX-0001	BioTek Instruments Inc.	Synergy HTX	1901244	Building 430	SynergyHTX	Plate Reader	
PLTF-ARC-0001				Building 430	ARC	Chromatography	
PLTF-LCMS-0002				Building 430	LCMS	Chromatography	
PLTF-LCMS-0003				Building 430	LCMS	Chromatography	
PUMP-AcquityPump-0003	Waters	Quaternary Solvent Manager-R	J16VQS682N	Building 430	AcquityPump	Chromatography	PLTF-ARC-0001
PUMP-NexeraPump-0001	Shimadzu Scientific Instruments Inc	LC-20AP	L20545770634	Building 430	NexeraPump	Chromatography	PLTF-LCMS-0002
PUMP-NexeraPump-0002	Shimadzu Scientific Instruments Inc	LC-20AP	L20545770617	Building 430	NexeraPump	Chromatography	PLTF-LCMS-0002
PUMP-ThermoPump-0001	Thermo Fisher Scientific	ThermoPump	7250423	Building 430	ThermoPump	Chromatography	PLTF-LCMS-0003
PUMP-ThermoPump-0002	Thermo Fisher Scientific	ThermoPump	8154059	Building 430	ThermoPump	Chromatography	PLTF-LCMS-0003
TSCO-AcquityColumnOven-0004	Waters	AcquityColumnCompartment	G16VCH264G	Building 430	AcquityColumnOven	Chromatography	PLTF-ARC-0001
TSCO-ThermoColumnCompartment-0001	Thermo Fisher Scientific	ThermoColumnCompartment	6021676	Building 430	ThermoColumnCompartment	Chromatography	PLTF-LCMS-0003
ThermoScientific Dionex UltiMate 3000 HPLC				Building 430			
- Solvent Rack			7250423	Building 430			
- Pump			8154059	Building 430			
- Autosampler			8152906	Building 430			
- Column Compartment			6021676	Building 430			
- Diode Array Detector			8154261	Building 430			
- Mass Spectrometer			ISQEC1808001	Building 430			
- Automated Fraction Collector			061805AFC3000	Building 430			
- PEAK Genius NM32LA-100V Nitrogen Generator			771045070	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
- Computer Station (Tower + Monitor)				Building 430			
Sorvall Legend XFR Centrifuge		Floor	42209197	Building 430			
Sorvall Legend XFR Centrifuge		Floor	42209198	Building 430			
Savant SpeedVac SPD2030 Integrated Vacuum Concentrator		SPD2030-220 Integrated SpeedVac	1154579201180920	Building 430			
Savant SpeedVac SPD2030 Integrated Vacuum Concentrator		SPD2030-220 Integrated SpeedVac	1154752501200328	Building 430			
Savant SpeedVac SPD300DDA Vacuum Concentrator		SPD300DDA-115 SpeedVac DDA Concentrator	1154633001190313	Building 430			
- Savant RVT5105 Refrigerated Vapor Trap			190170672 E				
- VLP120 Vacuum Pump		VLP120	190633731				
Labconco Bench Top Freeze Dryer		FreeZone 2.5L -50C	200797321 B	Building 430			
- Chemistry Hybrid Pump		RC6	102977009				
Clare Chemical Research DarkReader transilluminator		DR-89X	14725	Building 430			
Thermo Scientific™ 1300 Series Class II, Type A2 Biological Safety Cabinet Packages, 120V 50/60Hz		1377	3E+08	Building 430			
Thermo Scientific 1300 Series Class II, Type A2 Biological Safety Cabinet		1375	300154959	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Packages, 120V 50/ 60Hz							
Labconco Purifier Vertical Clean Bench			160931233 D	Building 430			
Thermo Scientific Sorvall ST16 Centrifuge		Benchtop	42389447	Building 430			
Thermo Scientific Heracell Vios 160i CO2 Incubator			42382320	Building 430			
Invitrogen EVOS M5000 Imaging System			B2820-225A-0124	Building 430			
INFORS HT Multitron		MS032T6	C7960816BT2 - T,M,B	Building 430			
INFORS HT Multitron		MS032T6	C7950816BT2 - T,M,B	Building 430			
INFORS HT Multitron		MS032T6	D4221217BT2 - t,m,b	Building 430			
INFORS HT Multitron		MS032T6	E0850619BT2 - t,m,b	Building 430			
HERAtherm Refrigerated Incubator		IMP180	42143087	Building 430			
HERAtherm Refrigerated Incubator		IMP180	42137075	Building 430			
Buchi Rotavapor				Building 430			
- R-205 Stand/Tower		R-205	4132060110008	Building 430			
- V-500 Vacuum Pump		R-205	411343010022	Building 430			
- B-490 Heating Bath		R-205	415432040039	Building 430			
- V-800 Vacuum Controller		R-205	409004200002	Building 430			
Buchi Rotavapor (3)				Building 430			
- R-300 EL Stand/Tower		R-300	1000277170	Building 430			
- B-305 Heating Bath		R-300	1000276199	Building 430			
- V-300 Vacuum Pump		R-300	1000277173	Building 430			
Thermo Scientific Forma 88000 Series		88600A	0160088901160920	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Ultra-Low Freezer (-80C)							
Thermo Scientific TSX Series Ultra-Low Freezer (-80C)		TSX60086A	1154888301200511	Building 430			
ThermoScientific (-20C, Flammable, undercounter model)		05FFEETSA	1162964901170929	Building 430			
ThermoScientific (-20C, undercounter model)		05LFEETSA	0158846001160916	Building 430			
Thermo Scientific Value Lab Refrigerator (+4C, undercounter model)		GT05LREETSA	300398933	Building 430			
ThermoScientific REVCO Chromatography Refrigerator (+4C, Deli)		REC4504A	0155710501160913	Building 430			
Bio-Rad C1000 Touch Thermal Cycler + Dual 48/48 Fast Reaction Module			CT033849	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT030369	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT030371	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT027975	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT022637	Building 430			
Bio-Rad CFX384 Real-Time System		CFX384 Optics Module	786BR04749	Building 430			
Bio-Rad CFX384 Real-Time System		CFX384 Optics Module	786BR04320	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Mettler Toledo Analytical Balance		ML104T	B634915234	Building 430			
LAXCO Microscope		LMI3-PH2	L3118-452-0129	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge			42211102	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge			41999074	Building 430			
Bio-Rad MicroPulser		MicroPulser	411BR10747	Building 430			
FisherScientific accuSpin Micro 17 Centrifuge			42057685	Building 430			
SEDEX 75			9970150B	Building 430			
Yellow Flammable Cabinet		BS 28	Capacity 28 Gallons	Building 430			
Ivitrogen iBlot 2 Gel Transfer Device		IB21001	0309191199	Building 430			
BioTek Synergy HTX Multi-Mode Microplate Reader		S1LFTA	1901244	Building 430			
Mettler Toledo Analytical Balance		ML104T/00	B750126256	Building 430			
Mettler Toledo Analytical Balance NewClassic MS		NewClassic MF MS105	B902067192	Building 430			
Mettler Toledo MS		MS8001TS/00	B749096575	Building 430			
Mettler Toledo MS		MS8001TS/00	B619457269	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	41847337	Building 430			
FisherScientific accuSpin Micro 17		75002461	42057688	Building 430			
ThermoScientific Maxi Mix III		M65825	C1046170605333	Building 430			
Frisherbrand Isotemp (-20C, Flammable)		20FFEEFSA	116364390119121 6	Building 430			
ThermoScientific (-20C, Flammable, undercounter model)		05FFEETSA	114508910120051 5	Building 430			
ThermoScientific NanoDrop One'c		NanoDrop One/One C	AZY1601693	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Eppendorf MixMate			5353KJ322279	Building 430			
Biospec Products MiniBeadBeater-16		607	BSP87063	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	42211101	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	41999073	Building 430			
FisherScientific accuSpin Micro 17		75002461	42290052	Building 430			
Bodine Electric Company Gearmotor		42A5BEPM - FX3	5046UHBL 0022	Building 430			
Bransonic Ultrasonic Bath		CPX1800H	BGC062055780B	Building 430			
Fisherbrand Isotemp Shaking Water Bath		FSGPD10	3E+08	Building 430			
Buchi Rotavapor (2)				Building 430			
- R-205 EL Stand/Tower		R-205 EL	411713115020	Building 430			
- V-800 Vacuum Controller		R-205 EL	0500009733	Building 430			
- V-500 Vacuum Pump		R-205 EL	0400018869	Building 430			
- B-490 Heating Bath		R-205 EL	0400026668	Building 430			
Kenmore Refrigerator (+4C/-20C)		253.6041261E	BA84930685	Building 430			
Fisherbrand Isotemp (+4C, undercounter model)		05LFEEFSA	1163086201190805	Building 430			
ThermoScientific (+4C, undercounter model)		05LREETSA	1150532601190219	Building 430			
Kenmore Freezer (-20C)		253.21042410	WB63150770	Building 430			
Kenmore Freezer (-20C)		253.21042411	WB64738958	Building 430			
Frisherbrand Isotemp (-20C, Flammable)		20FFEEFSA	1163643901191216	Building 430			
Kenmore Refrigerator (+4C)		253.70722410	WA80101177	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
ThermoScientific (-20C, undercounter model)		05LFEETSA	0158859401160920	Building 430			
Frisherbrand Isotemp (-20C, undercounter model)		05LFEEFSA	1163086301190805	Building 430			
ThermoScientific (-20C, Flammable, undercounter model)		05FFEETSA	1145089101200515	Building 430			
Kenmore Freezer (-20C)		253.21042413	WB80650883	Building 430			
Fisherbrand Isotemp Drybath		FS Drybath Stdrd 2block 100 - 120V	J9BF60022313	Building 430			
Fisherbrand Isotemp Drybath		FS Drybath Stdrd 2block 100 - 120V	J9BF60022293	Building 430			
FisherScientific Isotemp GPD 02 Water Bath		FSGPD02	300101696	Building 430			
ThermoScientific NanoDrop One'c		NanoDrop One/One C	AZY1601693	Building 430			
Eppendorf MixMate			5353KJ322279	Building 430			
Chemglass AREX 6 DIGITAL PRO Magnetic Stirrer		Heating Magnetic Stirrer CG-1997-V	491138	Building 430			
Corning LSE Orbital Shaker			21040182	Building 430			
Fisherbrand Multi-Purpose Tube Rotator		88861049	JCCF61049091	Building 430			
Fisherbrand Multi-Purpose Tube Rotator		88861049	JCCF61049117	Building 430			
ThermoScientific Tube Revolver		88881001	J9CT81001116	Building 430			
ThermoScientific Tube Revolver		88881001	K2CT81001162	Building 430			
ThermoScientific Tube Revolver		88881001	K2CT81001163	Building 430			
Fisherbrand CPX180 Ultrasonic Bath 1.9L			BXC041915720B	Building 430			
Fisherbrand Isotemp Stirrplate			C3720003051809338	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
ThermoScientific Magnetic Stirrer		RT Basic-22	J2KT11030	Building 430			
Blue Acid Cabinet				Building 430			
Isotemp GPD 20 Deluxe Water Bath		FSGPD20	300101151	Building 430			
Isotemp GPD 28 Deluxe Water Bath		FSGPD28	300170132	Building 430			
ThermoScientific Orion Star A111*f* pH Meter				Building 430			
FisherScientific Isotemp StirrPlate (Small)		sp88854200	C34200280616392 40	Building 430			
FisherScientific Isotemp StirrPlate (Large)		sp88850200	C30200120516303 30	Building 430			
FisherScientific Ultrasonic Bath 9.5L		15337427	BXP051644460B	Building 430			
BRADY Sign & Label Printer		BBP33		Building 430			
ThermoScientific Sorvall Legend Micro 17R Centrifuge		75002441	42003420	Building 430			
Invitrogen HulaMixer Sample Mixer		HulaMixer	01015617030215	Building 430			
axiSPIN		axi-105	01020219110948	Building 430			
ThomasScientific Mini Dry Bath		BSH200		Building 430			
ThomasScientific Mini Dry Bath		BSH200		Building 430			
Biospec Products MiniBeadBeater-16		607	BSP87063	Building 430			
FisherScientific Isotemp StirrPlate (Large)		SP88850200	C30200120516303 50	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	42211101	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	41999073	Building 430			
FisherScientific accuSpin Micro 17		75002461	42290052	Building 430			
ThermoScientific Drybath Stdrd 2blck 100-120V			G4BT70002047	Building 430			
Scientific Industries Mini-100 Orbital Genie		SI-M100 MINI-100	MRB10-1220	Building 430			
Ohaus Ranger 4000		R41ME3	8337240580	Building 430			
PippinPulse Electrophoresis Power Supply			PP00339	Building 430			
- Laptop				Building 430			
PippinPulse Electrophoresis Power Supply			PP00302	Building 430			
- Laptop				Building 430			
PippinPulse Electrophoresis Power Supply			PP00329	Building 430			
- Laptop				Building 430			
Micronic Push Cap Capper		CP400	MIC-CP400-465	Building 430			
4? x Blenders				Building 430			
2 x Microwave				Building 430			
FisherScientific Isotemp GPD 02		FSGPD02	300101325	Building 430			
FisherScientific Isotemp GPD 02			300101695	Building 430			
Fisher Scientific Mini Plate Spinner			17191045	Building 430			
Labnet Rocker 35			18020342	Building 430			
Nikon SMZ745T Microscope			1906027	Building 430			
Talboys Standard Orbital Shaker		1000	2.01E+08	Building 430			

Boston

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
3D Printer	R QIDI Technology	X-CF Pro	YB120034	100 Acorn Park Drive	Acorn Park-680		
Automatic Coater (1)	MTI Corporation		CF35-21-10	100 Acorn Park Drive	Acorn Park-664		
Automatic Coater (2)	MTI Corporation		5/15-21-FC-16	100 Acorn Park Drive	Acorn Park-664		
Balances (1)	Mettler Toledo	Ms304TS/00	11008	100 Acorn Park Drive	Acorn Park-664		
Balances (2)	Mettler Toledo	XSR225DU	0321FN0621 & 0821FN0674	100 Acorn Park Drive	Acorn Park-664		
Balances (4)	Mettler Toledo	ML1602T/00		100 Acorn Park Drive			
Balances (3)	RadWag	PS 1000.R1	SM797700260026 0	100 Acorn Park Drive	Acorn Park-664		
Carver Press	Carver	Model 4386 (CH) Bench Top	0M42035	100 Acorn Park Drive	Acorn Park-680		
Centrifuge	Thermo Fisher Scientific Inc.	Sorvall Legend XTR		100 Acorn Park Drive			
Digital Microscope	Keyence	VHX-S770	BN19636298	100 Acorn Park Drive	Acorn Park-680		
DMA	TA Instruments	DMA850	1352996	100 Acorn Park Drive	Acorn Park-664		
DSA	Kruss	DSA100	81302459	100 Acorn Park Drive	Acorn Park-680		
DSC	TA Instruments	DSC2500	NA	100 Acorn Park Drive	Acorn Park-664		
EDS	JEOL	SEM above	B622.0328	100 Acorn Park Drive	Acorn Park-680		
FT-IR	Thermo Fisher Scientific Inc.	Nicolet iS50 FT-IR	MY21099232	100 Acorn Park Drive	Acorn Park-664		
Heratherm Ovens (1)	Heratherm	NA	30011959	100 Acorn Park Drive	Acorn Park-664		
Heratherm Ovens (2)	Heratherm	NA	15HT#0408	100 Acorn Park Drive	Acorn Park-664		
Instron	Instron	6800 Single Column Table Model	1060	100 Acorn Park Drive	Acorn Park-680		
Laminator	Akiles	ProLam R27	C111359854	100 Acorn Park Drive	Acorn Park-680		
Lyophilizer	Labconco	710402000		100 Acorn Park Drive			FreeZone 4.5 Liter -84C Benchtop Freeze Dryer
MOCON (1)	MOCON	Ox-TRAN	J3143446	100 Acorn Park Drive	Acorn Park-680		
MOCON (2)	MOCON	Ox-TRAN	20050258	100 Acorn Park Drive	Acorn Park-680		
Moisture Balance	Mettler Toledo	HC103	C110316234	100 Acorn Park Drive	Acorn Park-664		
Particle Sizer	Beckman Coulter	LS 13 320	76428	100 Acorn Park Drive	Acorn Park-680		
Pendulum Hardness	BYK	byko-swing	12#0707	100 Acorn Park Drive	Acorn Park-663		
pH Meter	Mettler Toledo	SevenExcellenc e	CRS00004083	100 Acorn Park Drive	Acorn Park-664		
PLRE-EnVision-0001	PerkinElmer	EnVision 2105		100 Acorn Park Drive		EnVision	Plate Reader

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
Probe Sonicator	Branson	550	CF044628	100 Acorn Park Drive	Acorn Park-680		
Rheometer	TA Instruments	HR20	20060013	100 Acorn Park Drive	Acorn Park-664		
Rheometer Furnace	TA Instruments	Rheometer above	41987586	100 Acorn Park Drive	Acorn Park-664		
Rotovap	Buchi	R-300	A14-12-197	100 Acorn Park Drive	Acorn Park-664		
SEM	JEOL	JSM-IT700HR	C111331821	100 Acorn Park Drive	Acorn Park-680		
SpeedMixer	Flacktek	DAC 1200-500 VAC	GT1624N0418	100 Acorn Park Drive	Acorn Park-664		
SPEX Mills (1)	SPEX	5120 Mixer/Mill	1050364	100 Acorn Park Drive	Acorn Park-664		
Sputter Coater	Denton	Desk V	220530757F	100 Acorn Park Drive	Acorn Park-680		
TGA	TA Instruments	Discovery TGA5500	AUP2110123	100 Acorn Park Drive	Acorn Park-664		
UV-Vis	Agilent	Cary 60	5B120112	100 Acorn Park Drive	Acorn Park-680		
Vacuum Oven	ThermoFisher	LIndberg Blue M	1.60067E+14	100 Acorn Park Drive	Acorn Park-664		
Fume-Kewaunee-0002	Kewaunee Scientific Corp	Fume Hood	680-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Kewaunee-0003	Kewaunee Scientific Corp	Fume Hood	659-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Kewaunee-0004	Kewaunee Scientific Corp	Fume Hood	653-03	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Moot-0001	Kewaunee Scientific Corp	Fume Hood	35987-02	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Moot-0002	Kewaunee Scientific Corp	Fume Hood	35987-01	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0010	Hamilton Laboratory Solutions	SafeAire	664-2	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0011	Hamilton Laboratory Solutions	SafeAire	664-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0016	Hamilton Laboratory Solutions	SafeAire	653-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0017	Hamilton Laboratory Solutions	SafeAire	653-2	100 Acorn Park Drive	100 Acorn Park Drive		
REFR-ColdRoom-00010		Cold Room	DEBAC06451	100 Acorn Park Drive	100 Acorn Park Drive		
REFR-ColdRoom-0009		Cold Room	DSC2-01686	100 Acorn Park Drive	100 Acorn Park Drive		
Autocalve	Yamato Scientific co., ltd.	SQ810C		100 Acorn Park Drive			
Autocalve (2)	Tuttnauer	3870M-B/L		100 Acorn Park Drive			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
BSCX-SG-0010	Baker Brothers	SterilGard	1.96051E+11	100 Acorn Park Drive	100 Acorn Park Drive		
Cast Film Line	Xplore	Cast Film Line	2110780007	100 Acorn Park Drive	Acorn Park-664		
CENT-58-0005	Eppendorf North America Inc	5810R	5811AG562783	100 Acorn Park Drive	100 Acorn Park Drive		
CHLL-MicroCool-0011	Lauda Brinkmann	MC 1200	S180002522	100 Acorn Park Drive	100 Acorn Park Drive	MicroCool	
Compounder	Xplore	MicroCompounder	USW189153012	100 Acorn Park Drive	Acorn Park-664		
COPK-RapidPick-0001	Hudson Robotics	CP7200	AZY1501063	100 Acorn Park Drive		RapidPick	
Digital Microscope (2)	Keyence	VHX-S770E		100 Acorn Park Drive	Acorn Park-680		
Fiber Line	Xplore	Fiber Line	11009	100 Acorn Park Drive	Acorn Park-664		
FLUR-Qubit-0002	Thermo Fisher Scientific Inc.	Qubit 2.0	2286610785	100 Acorn Park Drive	100 Sixth Floor	Qubit	
FRAG-LabChipGX-0001	PerkinElmer	LabChip GX Touch HT	3SGF052019	100 Acorn Park Drive		LabChipGX	Fragment Analyzer
ICEX-Scotsman-0001	Scotsman Ice Systems	AFE424A1A	1.71013E+13	100 Acorn Park Drive	100 Acorn Park Drive		
INCS-MaxQ-0004	Thermo Fisher Scientific Inc.	SHKA4000-7	0104-8871	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-GCA-0001	GCA Corp	4EG	10AL4	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-Thelco-0001	Thelco Corp	3512	136120-86	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-Thelco-0002	Thelco Corp	5DG	9408-406	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-VWR-0066	VWR Internaitonal	1545		100 Acorn Park Drive	100 Acorn Park Drive		
INCX-VWR-0067	VWR Internaitonal	414005-134	1100023161C009	100 Acorn Park Drive	100 Acorn Park Drive		
Injection Molder	Xplore	Injection Molder	68SC5B23641	100 Acorn Park Drive	Acorn Park-664		
Inverted Microscope	Carl Zeiss	Axio Observer 3		100 Acorn Park Drive			
LFHX-LF-0002	Liberty Industries Inc.	LFU	13376	100 Acorn Park Drive	100 Acorn Park Drive		
Light Microscope	Olympus	BX53M	Rheometer above	100 Acorn Park Drive	Acorn Park-680		
LIQH-OT2-0001		OT-2 Robot	742210	100 Acorn Park Drive	100 Sixth Floor	OT2	Liquid Handler
MICS-Eclipse-0002	Nikon Instruments Inc.	Eclipse Ti2	1007751	100 Acorn Park Drive	100 Acorn Park Drive		

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
MICS-SMZ-0001	Nikon Instruments Inc.	SMZ800N	840BR010467	100 Acorn Park Drive	100 Acorn Park Drive		
MPLC-NGC-0001	Bio-Rad Laboratories	Qeust 10	1126484901190718	100 Acorn Park Drive	100 Sixth Floor	NGC	Medium Pressure Liquid Chromatography
N2 Generator	Peak Scientific	NM32LA		100 Acorn Park Drive			
NMR	JEOL	400Hz NMR	MP1517000080008	100 Acorn Park Drive	Acorn Park-663		
NMRS-Bruker-0001	Bruker Optics	BZH208-50-67E	3860001050	100 Acorn Park Drive		Bruker	Nuclear magnetic resonance spectroscopy
Oven	Memmert GmbH + Co. KG	UF260		100 Acorn Park Drive			
OVEN-Lindberg-0004	ThermoFisher Scientific Inc.	VO1218A-1	G4-005754	100 Acorn Park Drive	100 Acorn Park Drive		
OVEN-QUINCY-0001	Quincy Labs	40GC-0001	1000297	100 Acorn Park Drive	100 Acorn Park Drive		
OVEN-SHEL-0001	Sheldon Manufacturing, Inc.	1370FX	262701134	100 Acorn Park Drive	100 Acorn Park Drive		
OxySense	Oxysense	520i	210049	100 Acorn Park Drive	Acorn Park-664		
PLRE-FiltermaxF5-0001	Molecular Devices LLC	Filtermax F5	3.53201E+11	100 Acorn Park Drive	100 Sixth Floor	FiltermaxF5	Plate Reader
PROA-Jess-0001	ProteinSimple	Jess		100 Acorn Park Drive		Jess	Protein Analyzer
PUMP-MP8-0001	Eppendorf North America Inc	MP8	3005095	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
PUMP-MP8-0002	Eppendorf North America Inc	MP8	3005334	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
PUMP-MP8-0003	Eppendorf North America Inc	MP8	3005264	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
PUMP-MP8-0004	Eppendorf North America Inc	MP8	1.62161E+14	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
Spectrophotometer	Thermo Fisher Scientific Inc.	NanoDrop One		100 Acorn Park Drive			
Spectrophotometer (2)	Thermo Fisher Scientific Inc.	767467		100 Acorn Park Drive			GENESYS 20
SPEX Mills (2)	SPEX	5120 Mixer/Mill	JS-3224	100 Acorn Park Drive	Acorn Park-664		

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
TSCO-InfinityColumnOven-0034	Agilent Technologies Inc.	G1316C	0850-00577	100 Acorn Park Drive	100 Sixth Floor	InfinityColumnOven	Chromatography
Ultra Low Freezer	Thermo Fisher Scientific Inc.	88600A		100 Acorn Park Drive			
VACP-GAST-0001	Robinair	DOA-P701-AA	5343-0245	100 Acorn Park Drive	100 Acorn Park Drive		
VACP-Robinair-0001	Robinair		NM1648003860386	100 Acorn Park Drive	100 Acorn Park Drive		
Water Purification System	Elga	PC20DIBPM2		100 Acorn Park Drive			

Excluded Assets

1. All actions, causes of actions or claims of the Sellers arising under any legal theory against Purchaser or any of Purchaser's Affiliates.

2. All cash and cash equivalents, including restricted cash.

3. All payments owed by the Purchaser or any of its Affiliates to the Sellers, whether billed or unbilled at the time of the Closing, under the Employee Leasing Agreement, Use and Occupancy Agreement for the Stanford Lease, Intercompany IP license agreement and any other agreement or arrangements between the Sellers and the Purchaser or its Affiliates.

4. EquipNet receivable associated with Phase 1 and Phase 2 Excluded Assets.

5. EquipNet Phase 3 excess equipment as mutually agreed upon among the Parties acting reasonably and all proceeds if not collected at time of Closing.

6. Any and all rights, whether billed or unbilled, for reimbursement or contribution under existing insurance policies of the Sellers, provided that any such rights for reimbursement or contribution that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset.

7. Any rights accruing under this Agreement and the Ancillary Agreements.

8. All books and records that (i) constitute privileged communications between the Sellers and Sellers' counsel or other professional advisors and (ii) relate solely and exclusively to Excluded Assets, other than pursuant to any common interest agreement to be entered into by the Parties.

9. All Contracts other than Assigned Contracts, if any.

10. Deposits held by the Sellers in connection with any Contracts that are not Assigned Contracts.

11. All Seller Plans.

12. Amounts invoiced that are outstanding as receivables as of the date hereof owed to Sellers under any agreements and arrangements of the Sellers (including the agreement by and between Lodo Therapeutics Corporation on the one hand and Genentech, Inc. and F. Hoffman-La Roche Ltd. on the other, dated as of April 20, 2018).

13. Approximately $800,000 due under the contract between Zymergen Inc. and Archer-Daniels-Midland Company for the bonus that was recognized as revenue in

December 2020.

14. The insurance policies described on Schedule 1.2(a)(i); provided that any rights of Purchaser or its Affiliates to coverage under a policy listed on Schedule 1.2(a)(i) that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset.

Schedule 1.2(a)(i)

[*See Attached*]

Zymergen's Coverage							
Coverage Type	Coverage Period	Carrier Name	Policy number	Coverage	Premium	Premium payable	Due date
Directors & Officers Liability Run Off Policy $55 Million Total Limits [$35M ABC + $20M Side A DIC]	10/19/2022 - 10/19/2028	Chubb	8261-8398	$5M	$1,530,000.00	$0.00	n/a
		Beazley	V33B29220101	$5M xs $5M	$1,300,500.00	$0.00	n/a
		XL Specialty Insurance Company	ELU174487-21	$5M xs $10M	$1,083,150.00	$0.00	n/a
		AIG	01-207-34-29	$5M xs $15M	$866,520.00	$0.00	n/a
		AXIS Insurance Company	P-001-001035598-01	$5M xs $20M	$693,216.00	$0.00	n/a
		Vantage Risk Specialty Insurance Company	P03ML0000017190	$5M xs $25M	$464,622.00	$0.00	n/a
		Gotham Insurance Compnay / Prosight	EX202200002247(ER)	$5M xs $30M	$283,500.00	$0.00	n/a
		Hudson Insurance Company	HN-0303-7381	$5M xs $35M	$312,000.00	$0.00	n/a
		Old Republic Insurance Company	ORPRO 12 102814	$5M xs $40M	$202,500.00	$0.00	n/a
		Berkley Insurance Company	BPRO8078496	$5M xs $45M	$135,000.00	$0.00	n/a
		Markel American Insurance Company	MKLM6EL0008988	$5M xs $50M	$94,500.00	$0.00	n/a
				Taxes & fees	$24,313.97	$0.00	n/a
Employment Practices Liability Run-ff policy $3M Total Limits	10/19/2022 -10/19/2025	Nationwide	PHF2108934	$3M	$149,969.00	$0.00	n/a
Fiduciary Liability Run off policy $1M Total Limits	10/19/2022 - 10/19/2028	Axis Insurance Company	P-001-000679730-01	$1M	$9,404.00	$0.00	n/a
Zymergen's Coverage							
E&O $3M Primary Limit	9/22/2022-9/22/2023	Lloyds Underwriters	B0146 HCUSA2200277	Errors & Omissions R&D E&O - Primary	$105,775 ($109,212.69 including taxes)	$0.00	n/a
E&O Clinical trials coverage	9/22/2022-9/22/2025	Lloyds Underwriters	BSJ0532660596	E&O Clinical Trials ($3M limit)	$136,000 (including admin fee)	$0.00	n/a
Cyber Run-off $2M Total Limits	11/22/2022-11/22/2024	Coalition / Arch Specialty Insurance Company	C-4LQ2-218564-CYBER-2021	Cyber Security Run-off policy	$17,113.68	$0.00	n/a
Pollution	3/12/2021-3/12/2024	Chubb Group	G72514233 001	Premises pollution $4M aggregate	$44,431.00	$0.00	n/a
Zymergen Sureity							
ERISA Bond	10/13/2022-10/13/2023	The Hartford	57BDDGV6986	Commercial crime	$201.00 (2022-2023)	$500 estimate	45212

EXHIBIT C

Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

(collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of this chapter 11 case (the "**Case**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting certain related relief on [●], 2023 Docket No. [●] (the "**Bidding**

Procedures Order")[; and an auction (the "**Auction**") having been held on [●], 2023 in accordance with the Bidding Procedures Order]; and Purchaser having been deemed the Successful Bidder (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Case (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on [●], 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the hearing before the Court on [●], 2023; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

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

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

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

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

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

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

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

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

Highest and Best Offer

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

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

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

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

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

Good Faith of Purchaser

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

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

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

No Fraudulent Transfer

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

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

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest

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

Validity of Transfer

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

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

of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

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

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

Section 363 Is Satisfied

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

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

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

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors,

employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests. A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

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

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

Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

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

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

Compelling Circumstances for an Immediate Sale

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

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

No *Sub Rosa* Plan

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

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

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

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

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

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

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not

diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

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

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

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

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

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

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

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

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

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all

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

such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

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

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtor, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtor prior to the Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided*, *however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

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

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the

filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

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

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, [and all such Permits are deemed to have been transferred to the Purchaser as of the Closing][4]. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or

[4] NTD: May get pushback from the Court.

substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

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

federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff 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) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Transactions (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

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

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

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section [1.4] of the APA, Purchaser provided to the Debtors and the Debtors filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**")] [Docket No. ●], the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or

remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, was permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph [14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

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

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section [1.4] of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating

to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the case of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

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

this Court in accordance with Paragraph [●] of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

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

and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

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

Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

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

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section [1.4(d)] of the APA, provided, that,

Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

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

Post-Closing Assumption and Assignment Procedures

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

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

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

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

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

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their respective past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, and each of its and their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies and partners (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution, which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or related in any way, either directly or indirectly, to this Case, the negotiation, documentation, performance or consummation of the APA, any Ancillary Documents or any other agreements entered into in connection with the transactions contemplated thereby; *provided*, *however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order

or the APA or any other agreements entered into in connection with the transactions contemplated hereby or thereby.

43. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

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

52. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in this Case (including any order entered after any conversion of this Case to a case under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing the Case) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the

chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

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

54. 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.

55. 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.

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

EXHIBIT A

Asset Purchase Agreement

EXHIBIT B

Assumption Notice

EXHIBIT C

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

EXHIBIT D

Excluded Assets Debtors' Contracts

EXHIBIT E

Cure Amounts

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 (___) (Joint Administration Requested)

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

The above-captioned debtors and debtors in possession (the "Debtors") hereby move (this "Motion") this Court for entry of an order, in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"), (a) approving the bidding procedures (the "Bidding Procedures") attached as **Exhibit 1** to the Bidding Procedures Order in connection with the sale of all or substantially all of the Debtors' assets (the "Acquired Assets"); (b) approving various forms and the manner of notice of respective dates, times and places in connection therewith; (c) authorizing the Debtors to enter into and perform under an asset purchase agreement attached hereto as **Exhibit B** (the "Stalking Horse Agreement") between the Debtors and Gingko Bioworks

[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.

Inc. (or its designee) (the "Stalking Horse Bidder"), subject to the solicitation of higher or otherwise better offers for the Debtors' assets (the "Assets"); (d) approving the Bid Protections (defined below) granted to the Stalking Horse Bidder; (e) approving procedures for the assumption and assignment of designated executory contracts and unexpired leases (the "Designation Procedures"); (f) scheduling the auction (the "Auction") and the date and time of the hearing to approve the sale (the "Sale Hearing") of the Acquired Assets and assumption of certain liabilities of the Debtors (the "Assumed Liabilities"); and (g) granting related relief, by which the Debtors will solicit and select the highest or otherwise best offer for the purchase of the Acquired Assets and assumption of the Assumed Liabilities. The Debtors further request that, at the Sale Hearing, the Court (as defined below) enter an order (the "Sale Order"), the proposed form of which is attached hereto as **Exhibit C**, (i) authorizing the Sale of the Acquired Assets (the "Sale") free and clear of all liens, claims, interests and other encumbrances (collectively, "Encumbrances"); (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (iii) granting related relief. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Claire Smith in Support of Chapter 11 Petitions and First Day Relief* (the "First Day Declaration"), filed contemporaneously herewith.

As discussed herein, the Debtors propose the following timeline for conducting the Sale process:

Event	**Deadline**
Deadline for Debtors to File Notice of Proposed Cure Amounts and Adequate Assurance	Three (3) business days after entry of the Bidding Procedures Order
Sale Objection Deadline	December 5, 2023, at 4:00 p.m. (ET)
Bid Deadline	December 5, 2023, at 4:00 p.m. (ET)
Deadline to Designate Qualified Bids	December 8, 2023
Auction	December 13, 2023, at 10:00 a.m. (ET)
Deadline to Serve Notice of Winning Bidder and Cure Notice	One (1) business day after the close of the auction
Deadline to File Supplemental Sale Objection and Objection to Assumption or Cure Amount (If Winning Bidder is Different Than Stalking Horse Bidder)	December 15, 2023, at 4:00 p.m. (ET)
Sale Hearing (tentative)	December 18, 2023

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over these chapter 11 cases and this 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 February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and the Motion is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to Rule 9013-1(f) of the *Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware* (the "Local Rules"), the Debtors consent to the entry of a final order with respect to this Motion if it is later determined

that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory bases for the relief requested in this Motion are sections 105, 363, 364, 365, and 541 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 Local Rules 2002-1 and 6004-1.

BACKGROUND

4. On October 3, 2023 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee has been appointed in these cases.

5. Additional detail regarding the Debtors, their business, the events leading to the commencement of these cases, and the facts and circumstances supporting the relief requested herein is set forth in the First Day Declaration, filed concurrently herewith and incorporated herein by reference.

6. As described in the First Day Declaration, In the first half of 2022, Zymergen's investment banker, Cowen, contacted a number of potentially interested strategic parties. Numerous such parties (including Ginkgo Bioworks Holdings, Inc. ("Ginkgo")) executed confidentiality agreements and received diligence information. Zymergen's management conducted meetings with various parties who expressed interest in submitting a formal proposal to acquire Zymergen and were provided bid process letters. Ultimately, two parties, one of which was Ginkgo, submitted proposals to acquire Zymergen.

7. Concurrently, Zymergen and its advisors conducted a parallel process through which a number of financial parties were contacted regarding a possible carve-out transaction involving the financing and separation of the Zymergen automation business.

8. As a result of this marketing process, and after several months of due diligence, analysis, and discussion, the Zymergen board concluded that it would pursue a sale of the entire company instead of a carve-out transaction.

9. In May 2022, Zymergen received non-binding proposals from Ginkgo and one other party. Zymergen and the two parties exchanged many revised proposals and continued to conduct due diligence. Throughout June and July 2022, Zymergen's board and management continued to meet regularly to discuss all strategic alternatives, and Zymergen simultaneously continued to negotiate with potential purchasers, including Ginkgo. By the end of July, the Zymergen board determined that the merger agreement negotiated with Ginkgo was in the best interests of the company and its stockholders. Specifically, Zymergen's board believed that the merger would result in a leading synthetic biology company with enhanced scale and capabilities that will enable it to better address various execution risks and uncertainties and withstand industry challenges and macroeconomic risks. For Ginkgo, the transaction would lead to the integration of Zymergen's automation, software, and data science tools, along with biological assets to enhance the opportunities of Ginkgo's platform.

10. In the fall of 2022, Zymergen solicited a stockholder vote on the proposed merger. A majority of the company's stockholders voted in favor of the merger, and the merger closed in October 2022. As a result, Zymergen now exists as a wholly owned subsidiary of Ginkgo.

11. Following the merger, Zymergen's business shifted primarily to a services-based business by which it provides support to Ginkgo in its service of customers seeking to use cell engineering to solve challenges across diverse markets, from food and agriculture to pharmaceuticals to industrial and specialty chemicals. To accomplish this, Zymergen continues to utilize its unique and proven synthetic biology technology platform which consists of, among other things, its:

i. metagenomic library with more than 6 billion data points, which is geographically diverse and allows Zymergen to leverage its proprietary diversity for improvements for strain optimization, enzyme improvement, and enzyme discovery;

ii. comprehensive IP portfolio;

iii. data science and software tools;

iv. portfolio of products in development, including in agriculture, drug discovery, electronics, polymers and 3D printing; and

v. state of the art automation system, which provides for the assembly of entire work cells within mere hours or days and is comprised of interconnected devices to enable total lab automation.

12. Despite the significant value of its assets and the merger, however, Zymergen has continued to operate on a cash negative basis notwithstanding that it has taken numerous steps to reduce its operating costs, including reductions in force prior to and following the merger. For example, in the last 14 months alone, Zymergen has terminated 323 positions. Further, among other expenses, Zymergen expends significant amounts in defending against the various litigation matters commenced following its IPO, including an investigation commenced by the SEC.

13. In September 2023, the Debtors hired Intrepid Investment Bankers LLC ("Intrepid") to conduct a thorough marketing process to sell substantially all of the Debtors' assets through a Chapter 11 court supervised sale process. Additionally, the Debtors have engaged in

extensive, good faith and arm's-length negotiations with the Stalking Horse Bidder, ultimately resulting in the Stalking Horse Agreement.

14. The $5,000,000 million going-concern bid submitted by the Stalking Horse Bidder will serve the critical function of setting a "floor" for further competitive bidding. As noted above and as set forth in the Stalking Horse Agreement, the Debtors have agreed to a deal in principle with the Stalking Horse Bidder. The Stalking Horse Agreement is attached hereto as **Exhibit B**.

15. The terms of the stalking horse bid—including the Bid Protections (collectively, the "Stalking Horse Bid") the Debtors seek authority to provide by this Motion—are reasonable and were the product of extensive, good faith, arm's length negotiations between the Debtors, solely through the Debtors' restructuring committee, which is independent and does not include any Ginkgo-related members, and the Stalking Horse Bidder during the period leading up to the Petition Date.

16. The proposed marketing process ensures that the assets will be comprehensively marketed without unduly delaying the progress of these cases. The process contemplated by the Bidding Procedures will leave no doubt that, at the conclusion of that process, the Debtors will have explored all available alternatives and identified the highest or otherwise best offer for their assets.

17. The Debtors believe, in an exercise of their business judgment, that approval of the Stalking Horse Agreement and related Bid Protections, as well as the Bidding Procedures, will set these cases on a positive trajectory and are essential to the Debtors' ability to identify and consummate the sale or restructuring transaction offering the greatest value to their creditors.

Accordingly, the Debtors respectfully submit that the Court should grant the relief requested herein.

THE PROPOSED SALE AND BIDDING PROCEDURES

A. Summary of Key Terms of the Stalking Horse Bid

18. By this Motion, the Debtors are requesting approval of the designation of the Stalking Horse Bidder as the Stalking Horse Bid on the terms provided in the Stalking Horse Agreement, as well as approval of reasonable and customary Bid Protections. Specifically, the Bid Protections consist of an expense reimbursement of up to $250,000 of reasonable and documented out-of-pocket expenses. Given the Debtors' need to maximize the value of the Assets through a timely and efficient marketing and sale process, the ability to designate a Stalking Horse Bid and offer Bid Protections is justified, appropriate and essential.

19. In accordance with Local Rule 6004-1(b), the pertinent terms of the Stalking Horse Agreement are summarized in the following table.[2] The Debtors respectfully submit that all terms of the Stalking Horse Agreement, including those required to be highlighted under Local Rule 6004-1(b), are fair, reasonable, and appropriate under the circumstances in light of the parties' good faith, arm's-length negotiation of the Stalking Horse Bid, the support of the Debtors' key creditor constituencies for the Debtors' entry into such agreement, and the substantial benefits the Debtors and their estates will realize as a result thereof, including the establishment of a baseline price for the Debtors' assets.

Term	Description
Sellers:	Zymergen Inc., Lodo Therapeutics Corporation, enEvolv, Inc., Genesis Acquisition Sub, LLC

[2] This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Stalking Horse Agreement, the latter governs in all respects. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Stalking Horse Agreement.

Stalking Horse Bidder:	Ginkgo Bioworks Inc.
Purchase Price:	$5,000,000 plus the assumption of the Assumed Liabilities
Acquired Assets:	The Acquired Assets are set forth in Section 1.1 of the Stalking Horse Agreement and include, among other things, the Seller Intellectual Property and Licensed IP, machinery, FF&E, and causes of action, including avoidance actions.
Excluded Assets:	The Excluded Assets are set forth in Schedule 1.2(a) of the Stalking Horse Agreement.
Assumed Liabilities:	The Assumed Liabilities are set forth in Section 1.3 of the Stalking Horse Agreement and include, among other things, all liabilities associated with the Acquired Assets and Assigned Contracts after the Closing and all Liabilities relating to the employment or termination of employment of any Transferred Employee, including any related severance obligations.

20. The following chart discloses certain information required to be disclosed pursuant to Local Rule 6004-1(b):[3]

Rule	**Disclosure/Location**
Sale to Insider *Local Bankr. R. 6004-1(b)(iv)(A)*	The Stalking Horse Bidder directly or indirectly owns 100% of the equity in each of the Debtors, and is therefore an insider of the Debtors. To ensure the fairness of the sale process, the Debtors created an independent restructuring committee comprised of an independent director who, in consultation with Debtors' professionals, determined that the Stalking Horse Bidder proposed a fair bid for the assets to be acquired in the Stalking Horse Agreement and that entry into the Stalking Horse Agreement is in the best interests of the estates as it sets a floor price for the Acquired Assets and creates a structure around the purchase of the Debtors' assets. At all times, the Stalking Horse Bidder has been represented by separate counsel and negotiations resulting in entry into the Stalking Horse Agreement have been conducted at arms-length.
Agreements with Management *Local Bankr. R. 6004-1(b)(iv)(B)*	Section 5.5 of the Stalking Horse Agreement provides that the Stalking Horse Bidder will make offers of employment to the individuals on Schedule 5.5 of the Stalking Horse Agreement. The Debtors' Chief Technology Officer and

[3] Undefined terms used in the summary chart shall have the meanings ascribed to them in the Stalking Horse Agreement.

	Vice President of Automation are included as Offer Employees.
Releases *Local Bankr. R. 6004-1(b)(iv)(C)* Sale Order, ¶ 42	Paragraph 42 of the Sale Order includes a release between the Debtors and the Stalking Horse Bidder related to the bankruptcy cases and the Stalking Horse Agreement, but does not release any obligations under the Stalking Horse Agreement.
Private Sale/No Competitive Bidding *Local Bankr. R. 6004-1(b)(iv)(D)*	The Sale to the Stalking Horse Bidder is subject to the Auction and the Bidding Procedures.
Closing and Other Deadlines *Local Bankr. R. 6004-1(b)(iv)(E)* Stalking Horse Agreement, § 2.1	The Debtors' proposed timeline for the sale process in these chapter 11 cases is set forth on page 3, *supra*. Closing of the sale shall occur within two business days following the satisfaction or waiver of the conditions set forth in Article VII of the Stalking Horse Agreement.
Good Faith Deposit *Local Bankr. R. 6004-1(b)(iv)(F)* Stalking Horse Agreement, § 1.6(b)	$500,000
Interim Arrangements with Stalking Horse Bidder *Local Bankr. R. 6004-1(b)(iv)(G)*	The Debtors are not entering into any interim arrangements with the Stalking Horse Bidder.
Use of Proceeds *Local Bankr. R. 6004-1(b)(iv)(H)*	N/A
Tax Exemption *Local Bankr. R. 6004-1(b)(iv)(I)*	N/A
Record Retention *Local Bankr. R. 6004-1(b)(iv)(J)* Stalking Horse Agreement, § 1.1(d)	Section 1.1(d) of the Stalking Horse Agreement provides that the Books and Records are Acquired Assets. The Sellers, however, have the right to retain copies until the completion and winding up of a liquidating trust established pursuant to the Debtors' proposed chapter 11 plan.
Sale of Avoidance Actions *Local Bankr. R. 6004-1(b)(iv)(K)* Stalking Horse Agreement, § 1.1(g)	Section 1.1(g) of the Stalking Horse Agreement provides that Avoidance Actions against the Designated Parties are Acquired Assets, provided, however, that the Purchaser will not pursue or cause to be pursued any Avoidance Actions against any of the Designated Parties other than as a defense (to the extent permitted under applicable Law) against, or to assert a right of setoff or recoupment to, any claim or cause of action raised by such Designated Party.

Successor Liability *Local Bankr. R. 6004-1(b)(iv)(L)* Sale Order, ¶¶ 21 -24	Paragraphs 21-24 of the Sale Order provide that the Stalking Horse Bidder shall have no successor or similar liability.
Sale Free and Clear of Unexpired Leases *Local Bankr. R. 6004-1(b)(iv)(M)*	None.
Credit Bid *Local Bankr. R. 6004-1(b)(iv)(N)*	The Stalking Horse Agreement does not contemplate a credit bid.
Relief from Bankruptcy Rule 6004(h) *Local Bankr. R. 6004-1(b)(iv)(O)*	The Debtors seek a waiver of the 14-day stays under Bankruptcy Rules 6004(d) and 6004(h), as described in more detail below.

B. The Bid Protections

21. To induce the Stalking Horse Bidder to expend the time, energy and resources necessary to negotiate and ultimately execute the Stalking Horse Agreement and to keep the Stalking Horse Bid memorialized therein open and irrevocable through the Debtors' competitive auction process, the Debtors have agreed to provide the Stalking Horse Bidder with, and seek this Court's approval of, certain protections pursuant to the terms of the Stalking Horse Agreement. The Stalking Horse Agreement provides for the reimbursement of the Stalking Horse Bidder's reasonable, documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisors) incurred in connection with Stalking Horse Bidder's evaluation, consideration and negotiation of the Stalking Horse Bid and in connection with the transactions contemplated thereby, up to a maximum amount equal to $250,000 (the "Expense Reimbursement", or the "Bid Protections").

C. Bidding Procedures Order

22. By this Motion, the Debtors seek entry of the Bidding Procedures Order: (i) approving the Bidding Procedures; (ii) approving various forms and the manner of notice of

respective dates, times and places in connection therewith; (iii) approving Gingko Bioworks as the Stalking Horse Bidder and the Bid Protections; (iv) establishing the Designation Procedures; and (v) scheduling the Auction and a Sale Hearing.

(i) The Bidding Procedures

23. To maximize the value of the Acquired Assets for the benefit of the Debtors' estates and stakeholders, the Debtors seek to continue their competitive marketing process by implementing a process for soliciting higher or otherwise better bids than the bid set forth in the Stalking Horse Agreement. Specifically, the Bidding Procedures would provide 63 days between the filing of this Motion and the Bid Deadline, which the Debtors believe will be sufficient to allow potential bidders to conduct diligence and formulate competing bids. On the Petition Date, the Debtors' proposed investment banker, Intrepid will begin the Debtors' marketing process. The Debtors, in consultation with Intrepid and the Debtors' other advisors, entered into the Stalking Horse Agreement to provide a floor for a bid on the Debtors' assets.

24. As described more fully in the Bidding Procedures and the Bidding Procedures Order, the Debtors seek approval to sell the Acquired Assets to a Qualified Bidder, determined in accordance with the Bidding Procedures and Bidding Procedures Order, that makes the highest or otherwise best offer for the Acquired Assets. The Debtors request that competing bids for the Acquired Assets be governed by the Bidding Procedures and Bidding Procedures Order, which provide:

- the requirements a Potential Bidder must satisfy to be entitled to participate in the bidding process and become a Qualified Bidder;
- the requirements for Qualified Bidders to submit bids and the method and criteria by which such bids become Qualified Bids;
- the deadline by which bids must be submitted;

- the procedures for conducting the Auction;
- the assumption and assignment procedures for executory contracts and unexpired leases; and
- various other matters relating to the sale process generally, the Sale Hearing, return of any Good Faith Deposits, and designation of a Back-Up Bidder.

25. Local Rules 6004-1(c)(i)(A) and (B) further provide that a bid procedures motion must highlight "[a]ny provision governing an entity becoming a qualified bidder" and "[a]ny provision governing a bid being a qualified bid." Local Rule 6004-1(c)(i)(A) and (B). The Bidding Procedures provide as follows with respect to qualifying bids[3]:

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

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement");

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

[3] To the extent any inconsistencies exist between the summary provided in this Motion and the actual terms of the Bidding Procedures, the Bidding Procedures shall control. Capitalized terms used but not otherwise defined in connection with this summary shall have the meanings ascribed to such terms in the Bidding Procedures.

Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Potential Bidder in connection with the proposed transaction.

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

c. **Bid Requirements.** To be eligible to participate in the Auction, each Potential Bidder must submit a proposal to purchase the Acquired Assets (a "Bid") which must:

1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement pursuant to a transaction that is no less favorable to the Debtors' estates as the Debtors, in consultation with the Committee, may reasonably determine, than the transactions contemplated in the Stalking Horse Agreement;

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

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Expense Reimbursement, and (iii) the minimum bid increment of $100,000;

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, other than a Bid submitted by the Stalking Horse Bidder, 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 Debtors' consummation of a sale with the Successful Bidder;

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

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

7) provide a commitment to close within [___] days after the Sale Hearing;

8) 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 Agreement;

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

and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;

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

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

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

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

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

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

16) include an agreement to provide any other information reasonably requested by the Debtors; and

17) be received by the Bid Deadline.

d. **Qualified Bidder.** A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with

the Committee, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

26. If the Debtors receive one or more Qualified Bids (in addition to the Stalking Horse Bid), the Debtors will conduct the Auction to determine the highest or otherwise best Qualified Bid with respect to the Acquired Assets. If no Qualified Bids (other than the Stalking Horse Bid) are received by the Bid Deadline, then the Auction shall be cancelled, the Stalking Horse Bidder will be deemed the Successful Bidder, the Stalking Horse Agreement will be the Successful Bid, and, at the Sale Hearing, the Debtors will seek final Court approval of the sale of the Acquired Assets to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement.

27. The Debtors propose that the following procedures govern any Auction:

a. **Baseline Bid**. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtors in their reasonable discretion after consultation with the Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid 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 Debtors reasonably deem relevant to the value of the Qualified Bid to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

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

c. **Participation Requirements.** Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors 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 Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

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

> During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors 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 consideration acceptable to the Debtors in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.
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> Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtors accept a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid (as defined below). To the extent not previously provided (which will be determined by the Debtors), a Qualified Bidder submitting an Overbid must submit at the Debtors' request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

28. As set forth in more detail in the Bidding Procedures and subject to the conditions provided for therein, at the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select as the Successful Bid the highest or otherwise best bid submitted by a Qualified Bidder during the Auction, and the Debtors may, in their discretion, select a Back-Up Bid as set forth in the Bidding Procedures. The Successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposit so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

(ii) Designation Procedures

29. The Debtors are seeking approval of the Designation Procedures for notifying counterparties to executory contracts and unexpired leases of proposed Cure Amounts (as defined below) and the timing of assumption and assignment or rejection with respect to those executory contracts and unexpired leases (the "Contracts" and "Leases") that the Debtors propose to assume and assign to the Successful Bidder or reject. The following is a summary of the Designation Procedures:

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached as **Exhibit 2** to the Bidding Procedures Order (the "Cure Notice"). The Debtors 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 Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as either assumed or rejected and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract Party, the Debtors will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. The Debtors shall serve by overnight mail (or by electronic mail, if available) no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact

person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee. No later than three (3) days after the Bid Deadline, the Debtors shall serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by each Qualified 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 Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Acquired Assets, counterparties to the Debtors' Contracts and Leases shall have until December 15, 2023, 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 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 applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

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

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing Date pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3** to the Bidding Procedures Order. The Debtors shall serve such Assumption Notice via CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"):

(i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to any official committee appointed in the Debtors' cases, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

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

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

If no permitted objection is timely filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract or Lease shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a permitted objection is timely filed and served on the Assumption

> Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. For the avoidance of doubt, any Contract or Lease set forth in an Assumption Notice that is the subject of a timely permitted objection shall be deemed assumed and assigned prior to resolution of such objection to the cure amount (*i.e.,* as of the date of the filing of the applicable Assumption Notice).

30. 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 (i) shall be forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

(iii) Scheduling and Notice

31. Given the Debtors' marketing efforts to date and the marketing and diligence period to be established by the Bidding Procedures, the proposed timeline is sufficient to complete a fair and open sale process that will maximize the value received for the Debtors' assets. The most likely interested bidders are among those who previously indicated interest and had access to the data room, and the opportunity to perform due diligence. Thus, these potential bidders need a shorter length of time for due diligence to submit competing bids. If new bidders

emerge, the proposed timeline will provide them with sufficient time to perform due diligence given that the process is well understood at this juncture. Thus, the schedule is sufficient, while respecting the necessity to consummate the Sale as quickly as possible to maximize the value received for the Debtors' assets.

32. **Notice of Sale Hearing**. Within three (3) days of the entry of the Bidding Procedures Order, or as soon thereafter as practicable, the Debtors shall cause to be served, by first-class mail, postage prepaid, a sale notice (the "Sale Notice") setting forth, among other things, the dates established for submission of Qualified Bids, the Auction and the Sale Hearing, substantially in the form attached to the Bidding Procedures Order as **Exhibit 4**, upon: (a) the United States Trustee for the District of Delaware (b) all known material creditors of the Debtors, including contingent, unliquidated and disputed creditors, as well as each creditor listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, (c) any official committee appointed in the Debtors' cases; (d) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (e) applicable federal, state, county and city tax and regulatory authorities; (f) all entities known to have expressed a written interest in a transaction with respect to the Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (g) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (h) each counterparty to the Debtors' Contracts and Leases; and (i) all parties requesting notice pursuant to Bankruptcy Rule 2002 (collectively, the "Sale Notice Parties").

33. **Post-Auction Supplement**. Following the Auction, the Debtors will promptly file with the Court a supplement (the "Supplement") that will inform the Court of the

results of the Auction. The Supplement will identify, among other things, (i) the Successful Bidder as the proposed purchaser of the Acquired Assets, (ii) the amount and form of consideration to be paid by the Successful Bidder for the Acquired Assets, (iii) the Assumed Liabilities to be assumed by the Successful Bidder, (iv) the Contracts and Leases that may be assumed by the Debtors and assigned to the Successful Bidder, or the Debtors' rights and interests therein sold and transferred to the Successful Bidder, as the case may be, in connection with the Sale, and (v) the executory contracts or unexpired leases designated to be rejected by the Debtors in connection with the Sale. The Supplement will also include similar information relating to the Back-Up Bidder and the Back-Up Bid. In addition, the Debtors will file as soon as practicable (i) any revised proposed Sale Order approving the Sale to the Successful Bidder, (ii) a copy of the purchase agreement entered into by the Debtors and the Successful Bidder following the Auction, and (iii) any additional information or documentation relevant to the Successful Bid. The Debtors will file the Supplement on the docket for the chapter 11 cases as promptly as is reasonably practicable prior to the Sale Hearing, but will not be required to serve the same on any parties-in-interest in the chapter 11 cases.

B. Sale Order

34. The Debtors request that this Court set the Sale Hearing for a date that is not later than December 18, 2023. At the Sale Hearing, the Debtors intend to seek entry of the Sale Order approving the Sale free and clear of all Encumbrances to the fullest extent possible pursuant to Bankruptcy Code section 363(f), including without limitation, successor liability or similar theories (except for those Assumed Liabilities and obligations expressly assumed by the Successful Bidder) and providing that the Successful Bidder will be protected from liability for any claims owed by the Debtors. In addition, the Sale Order will have findings that the Sale is not

a fraudulent conveyance. The Bidding Procedures provide proper and adequate notice for these and the other terms and conditions of the bidding, Auction and Sale processes.

BASIS FOR RELIEF REQUESTED

A. Approval of the Sale is Warranted Under Bankruptcy Code Section 363(b), and the Bidding Procedures, Including Entry Into the Stalking Horse Agreement, are Appropriate and in the Best Interests of the Debtors' Estates and Creditors.

35. Section 363(b)(1) of the Bankruptcy Code provides that, "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate . . . ." 11 U.S.C. § 363(b)(1). Bankruptcy Code section 105(a) further provides, in relevant part, that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105.

36. A debtor should be authorized to sell assets out of the ordinary course of business pursuant to Bankruptcy Code section 363 if it demonstrates a sound business purpose for doing so. *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (finding that a court should approve a debtor's use of assets outside ordinary course of business if debtor can demonstrate a sound business justification for proposed transaction); *see also In re Montgomery Ward Holding Corp.*, 242 B.R 147, 154 (Bankr. D. Del. 1999) (finding that the debtor's sound business purpose justified its sale of the assets outside of the ordinary course of business).

37. Indeed, the paramount goal of a chapter 11 process is to maximize the proceeds received by the estate. *See Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564–65 (8th Cir. 1997) ("[A] primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand."); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 149 (3d Cir. 1986) (noting the fairness and reasonableness of prices); *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) ("It is a well-established principle of bankruptcy law that the . . . debtor's

duty . . . is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting *Cello Bag Co. v. Champion Intl Corp. (In re Atlanta Packaging Prods., Inc.)*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988)); *In re Summit Global Logistics, Inc.*, No. 08-11566, 2008 WL 819934, at *14 (Bankr. D.N.J. Mar. 26, 2008) (describing a proposed transaction as one that "maximize[d] value and return to interested parties."). To that end, courts have recognized that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate of a debtor and therefore are appropriate. *See Integrated*, 147 B.R. at 659 (providing that such procedures "encourage bidding . . . to maximize the value of the debtor's assets."); *In re Fin. News Network Inc.*, 126 B.R. 152, 156 (S.D.N.Y. 1991) ("[C]ourt-imposed rules for the disposition of assets [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estate.").

38. With this in mind, courts defer to a debtor's business judgment in the context of bidding and auction procedures. *See In re Trans World Airlines Inc.*, No. 01-0056, 2001 WL 1820326, at *10 (Bankr. D. Del. Apr. 2, 2001) ("It is not the function of a bankruptcy court to independently exercise a business judgment as to which proposal among competing proposals should be adopted by the debtor in effecting a § 363(b) sale.").

39. In exercising their fiduciary duties and in the sound exercise of the Debtors' business judgment, the Debtors have determined that the Bidding Procedures, including entry into the Stalking Horse Agreement, are the most appropriate method for encouraging competing bids that will maximize creditor recoveries and that will ensure the value received for their assets is the highest and best the market can generate.

40. The Bidding Procedures provide a framework to facilitate and entertain bids for the Acquired Assets and, if such bids are received, to conduct an Auction in an orderly yet

competitive fashion, thereby encouraging bids that maximize the value realized from a sale of the Acquired Assets. In particular, the Bidding Procedures contemplate an open and fair auction process with minimum barriers to entry and provide Potential Bidders with sufficient time to perform due diligence, many of whom will have likely performed due diligence in the very recent past, and acquire the information necessary to submit a timely and well-informed bid. *See In re Federal Mogul*, 293 B.R. 124, at 126.

41. The Bidding Procedures provide the Debtors with an adequate opportunity to consider competing bids and select the highest and best offer for the purchase of substantially all the Debtors' assets. The Debtors therefore believe that submitting the purchase of their assets to a market-based test will ensure maximum recovery for all stakeholders. Accordingly, the Debtors and their stakeholders can be assured that the consideration obtained will be fair and reasonable and at or above market. *In re Summit Global Logistics*, 2008 WL 819934, at *14.

42. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will (i) notify all Potential Bidders and the Court in writing that (a) the Auction is cancelled and (b) the Stalking Horse Bid is the Successful Bid, and (ii) seek authority at the Sale Hearing to consummate the Sale transactions with the Stalking Horse Bidder contemplated by its Stalking Horse Agreement.

43. Similar bidding, auction and notice procedures have been previously approved by this Court in other chapter 11 cases. *See, e.g.*, *In re Tuscany Int'l Holdings (U.S.A.) LTD.*, Case No. 14-10193 (KG) (Bankr. D. Del. Mar. 21, 2014); *In re Oncure Holdings, Inc.*, Case No. 13-11540 (KG) (Bankr. D. Del. July 24, 2013); *In re Protostar Ltd.*, Case No. 09-12659 (MFW) (Bankr. D. Del. Aug. 24, 2009); *In re Midway Games Inc.*, Case No. 09-10465 (KG) (Bankr. D. Del. June 3, 2009); *In re Intermet Corp.*, Case No. 08-11859 (KG) (Bankr. D. Del. May

12, 2009); *In re VI Acquisition Corp.*, Case No. 08-10623 (KG) (Bankr. D. Del. Oct. 17, 2008); *In re Linens Holding Co.*, Case No. 08-10832 (CSS) (Bankr. D. Del. May 13, 2008); *In re Global Home Products LLC*, Case No. 06-10340 (KG) (Bankr. D. Del. May 4, 2006); *In re Russell-Stanley Holdings, Inc.*, Case No. 05-12339 (MFW) (Bankr. D. Del. Sept. 9, 2005); *In re Ultimate Elecs., Inc.*, Case No. 05-10104 (PJW) (Bankr. D. Del. Mar. 24, 2005).

44. In sum, the Debtors believe that the proposed Bidding Procedures, including entry into the Stalking Horse Agreement, create an appropriate framework for expeditiously establishing that the Debtors are receiving the best and highest offer for the Acquired Assets. Accordingly, the proposed Bidding Procedures and the Stalking Horse Agreement are reasonable, appropriate, and within the Debtors' sound business judgment under the circumstances.

B. Approval of the Bid Protections is Appropriate.

45. The Debtors believe that the Bid Protections are fair and reasonable under the circumstances. The Bid Protections provided for in the Stalking Horse Agreement were negotiated at arms' length and in good faith and were a necessary inducement to Stalking Horse Bidder's participation in the proposed sale transaction and willingness to subject its bid to a competitive auction process. As discussed below, the Stalking Horse Bid sets a "floor" value for the Assets that maximizes the likelihood that the Debtors will receive the highest or otherwise best offer for the Assets to the benefit of the Debtors' estates.

46. Approval of the Bid Protections is governed by standards for determining the appropriateness of bid protections in the bankruptcy context. Courts have identified at least two (2) instances in which bid protections may benefit the estate. First, an expense reimbursement may be necessary to preserve the value of a debtor's estate if assurance of the fee "promote[s] more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *In re O'Brien Envtl. Energy, Inc.*, 181 F.3d at

533. Second, if the availability of expense reimbursements were to induce a bidder to research the value of the debtor and convert the value to a dollar figure on which other bidders can rely, the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth. *See id.*; *see also In re Reliant Energy Channel View LP*, 594 F.3d 200, 206-08 (3d Cir. 2010) (reasoning that a break-up fee should be approved if it is necessary to entice a party to make the first bid or if it would induce a stalking horse bidder to remain committed to a purchase).

47. In *O'Brien*, the Third Circuit reviewed the following nine (9) factors set forth by the lower court as relevant in deciding whether to award bid protections:

a. the presence of self-dealing or manipulation in negotiating the break-up fee;
b. whether the fee harms, rather than encourages, bidding;
c. the reasonableness of the break-up fee relative to the purchase price;
d. whether the unsuccessful bidder placed the estate property in a "sale configuration mode" to attract other bidders to the auction;
e. the ability of the request for a break-up fee to serve to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders or attract additional bidders;
f. the correlation of the fee to a maximum value of the debtor's estate;
g. the support of the principal secured creditors and creditors' committees of the break-up fee;
h. the benefits of the safeguards to the debtor's estate; and
i. the substantial adverse impact of the break-up fee on unsecured creditors, where such creditors are in opposition to the break-up fee.

See In re O'Brien Envtl. Energy, Inc., 181 F.3d at 536.

48. While none of the factors is dispositive, an application of the facts to several of such factors supports the approval of the Bid Protections. In particular, the Bid Protections are

necessary to preserve the value of the Debtors' estates because they will enable the Debtors to establish an adequate floor value for the Assets and to therefore insist that competing bids be materially higher or otherwise better than the Stalking Horse Bid—a clear benefit to the Debtors' estates. The Stalking Horse Bidder would not agree to act as a stalking horse without the Bid Protections given the substantial time and expense it has incurred in connection with negotiating definitive documentation and the risk that it will be outbid at the Auction. Without the Bid Protections, the Debtors might lose the opportunity to obtain the highest or otherwise best offer for the Assets and would certainly lose the downside protection that will be afforded by the existence of the Stalking Horse Bidder. The bid of the Stalking Horse Bidder sends a message to all potential bidders that the Assets are at least worth the Purchase Price and puts pressure on potential competing bidders to "put their best foot forward" in formulating their bids. Therefore, without the benefit of the bid of the Stalking Horse Bidder, the bids received at auction for the Assets could be substantially lower than the bid offered by the Stalking Horse Bidder.

49. In addition, the Bid Protections were the product of hard-fought negotiations between the Debtors, their key creditor constituencies, and the Stalking Horse Bidder, in which the Debtors sought to both minimize the magnitude of Bid Protections payable and limit the circumstances under which they are payable. The resulting Bid Protections – consisting of the Expense Reimbursement – fall within the range of stalking horse bid protections approved in this District and others. See *In re Bumble Bee Parent, Inc.*, Case No. 19-12502 (LSS) (Bankr. D. Del. 2019) (approving expense reimbursement of up to $2.5 million); *In re Bostwick Laboratories, Inc.*, Case No. 17-10570 (BLS) (Bankr. D. Del. 2017) (approving expense reimbursement of up to 2.3% of approximate $6.5 million purchase price); *In re PGHC Holdings, Inc.*, Case No. 18-12537

(MFW) (Bankr. D. Del. 2018) (approving expense reimbursement equal to 1% of $20 million purchase price).

50. Finally, payment of the Bid Protections in the context of a sale to another purchaser will not diminish the Debtors' estates to the extent they become payable, as the Bidding Procedures require that any competing bid must exceed the Stalking Horse Bid by an amount in excess of the Expense Reimbursement. Accordingly, based on the foregoing, the Debtors submit that the Bid Protections reflect a sound business purpose, are fair and appropriate under the circumstances, and should be approved.

C. The Acquired Assets Should be Sold Free and Clear of Claims, Liens and Encumbrances Under 11 U.S.C. § 363(1).

51. In the interest of attracting the best offers, the Debtors request authorization to sell the Acquired Assets free and clear of any and all liens, claims, encumbrances, and other interests in accordance with section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, and other interests attaching to the proceeds of the sale of the Acquired Assets and distributed as provided for in a further order of the Court.

52. Under section 363(f) of the Bankruptcy Code, a debtor may sell estate property free and clear of liens, claims, encumbrances, and other interests if one of the following conditions is satisfied:

> i. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
>
> ii. such entity consents;
>
> iii. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> iv. such interest is in bona fide dispute; or
>
> v. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is written in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Acquired Assets "free and clear" of liens, claims, encumbrances, and other interests. *See, e.g.*, *In re Dura Automotive Sys., Inc.,* 2007 WL 7728109, at *6 n.32 (Bankr. D. Del. Aug. 15, 2007).

53. Furthermore, section 105(a) of the Bankruptcy Code grants the Court broad discretionary powers, providing that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). This equitable power may be utilized to effectuate the provisions of section 363(f). *See, e.g., In re Trans World Airlines, Inc*., 2001 WL 1820325, at *6–7 (Bankr. D. Del. Mar. 27, 2001) (highlighting bankruptcy courts' equitable authority to authorize sale of estate assets free and clear).

54. The Debtors will present evidence at the Sale Hearing that the Sale satisfies the requirements of section 363(f). Accordingly, the Debtors request authorization to sell the Acquired Assets free and clear of all liens, claims, encumbrances, and other interests.

D. A Successful Bidder Should be Entitled to the Protections of Bankruptcy Code Section 363(m).

55. Pursuant to section 363(m) of the Bankruptcy Code, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *See In re Abbotts Dairies of Penn.*, 788 F.2d at 147; *Miami Ctr. Ltd. P'ship v. Bank of New York*, 838 F.2d 1547, 1554 (11th Cir. 1988); *In re Mark Bell Furniture Warehouse, Inc*., 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp*., Case No. 03-51524, 2007 WL 1428477 (Bankr. D.N.J. May 11, 2007); *In re Temtechco, Inc*., 1998 WL 887256, at *4 (D. Del. 1998).

56. As noted above, any Asset Purchase Agreement executed by a Successful Bidder (including the Stalking Horse Agreement) will have been negotiated at arm's-length and in good faith in accordance with the Bidding Procedures, with each of the parties represented by its own advisors and counsel. Accordingly, the Debtors request that the Sale Order include a provision that any Successful Bidder for the Acquired Assets is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code. The Debtors maintain that providing the Successful Bidder with such protection will ensure that the maximum price will be received by the Debtors for the Acquired Assets.

E. Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Should be Authorized.

57. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). A debtor may assume or reject an executory contract or unexpired lease if its reasonable business judgment supports assumption or rejection. *See, In re Stable Mews Assoc., Inc*., 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984); *see also Grp. of Institutional Investors v. Chicago M. St. P. & P.R.R. Co*., 318 U.S. 523 (1943); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp*., 872 F.2d 36, 39-40 (3d Cir. 1989). The business judgment test "requires only that the trustee [or debtor in possession] demonstrate that [assumption or] rejection of the contract will benefit the estate." *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (quoting *Stable Mews*). Any more exacting scrutiny would slow the administration of a debtor's estate and increase costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank, N.A*., 762 F.2d 1303, 1311 (5th Cir. 1985).

58. Pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must "cure, or provide adequate assurance that the debtor will promptly cure," any default which is required to be cured, including compensating or providing adequate assurance of prompt compensation for any "actual pecuniary loss" relating to such default. 11 U.S.C. § 365(b)(1). The Designation Procedures, as set forth in greater detail in the Bidding Procedures Order, are appropriate and reasonably tailored to provide counterparties to executory contracts and unexpired leases with adequate notice of the proposed assumption and assignment of their contracts and leases, as well as proposed cure amounts, if any. Such counterparties will then be given an opportunity to object to such cure amounts and assumption and assignment of their contracts and leases. The Designation Procedures further provide that, in the event an objection is not resolved, the Court will determine the disputed issues. Therefore, the Debtors submit that implementation of the Designation Procedures is appropriate under the facts and circumstances of the chapter 11 cases and the proposed Sale.

59. Once an executory contract is assumed, the trustee or debtor in possession may elect to assign such contract. *See In re Rickel Home Centers, Inc*., 209 F.3d 291, 299 (3d Cir. 2000) ("The Code generally favors free assignability as a means to maximize the value of the debtor's estate."); *see also In re Headquarters Dodge, Inc*., 13 F.3d 674, 682 (3d Cir. 1994) (noting that the purpose of section 365(f) is to assist a trustee in realizing the full value of the debtor's assets). Section 365(f) of the Bankruptcy Code provides that the "trustee may assign an executory contract . . . only if the trustee assumes such contract . . . and adequate assurance of future performance is provided." 11 U.S.C. § 365(f)(2). The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R.

524, 538 (Bankr. D.N.J. 1989); *see also In re Natco Indus., Inc*., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned.

60. The Debtors submit that the assumption and assignment of executory contracts and unexpired leases to the Contract Party or other Successful Bidder (as applicable), as of the Closing Date is necessary to the consummation of the Sale and is well within the Debtors' sound business judgment. Those contracts and leases are essential to inducing the highest or otherwise best offer for the Acquired Assets because they are necessary to run the Debtors' business. It is unlikely that any purchaser would want to acquire any company on a going-concern basis unless a significant number of the contracts and leases needed to conduct the business and manage the day-to-day operations are included in the transaction. In addition, the Stalking Horse Agreement and Sale Order provide that the Stalking Horse Bidder will have (i) cured and/or provided adequate assurance of cure of any default required to be cured and existing prior to the assumption and assignment; and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from such default.

61. Counterparties to the Debtors' executory contracts and unexpired leases will be provided with a Cure Notice and will have an opportunity to object to the potential assumption and assignment of their contracts and leases prior to the entry of the Sale Order. The Debtors propose that any counterparty that fails to object to the proposed assumption and assignment of its contract or lease will be deemed to consent to that assumption and assignment

pursuant to section 365 of the Bankruptcy Code on the terms set forth in the proposed Bidding Procedures Order and Sale Order, and to the cure amounts identified in the Cure Notice. *See*, *e.g.*, *In re Tabone, Inc.*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (holding that creditor was deemed to have consented to sale by not objecting to sale motion).

62. Accordingly, the Debtors submit that the assumption and assignment to the Stalking Horse Bidder or other Successful Bidder of the Debtors' contracts and leases should be approved as an exercise of the Debtors' sound business judgment.

E. The Proposed Notice is Appropriate Under Bankruptcy Rule 2002.

47. The notices contemplated by the Bidding Procedures give notice of the proposed Sale including a disclosure of the time and place of an Auction, the terms and conditions of the Sale, and the deadline for filing any objections. The Debtors submit that the notice procedures comply with Bankruptcy Rule 2002 and include information regarding the Bidding Procedures necessary to enable interested bidders to participate in the Auction, and constitute good and adequate notice of the Bidding Procedures and the other components of the Auction. Therefore, the Debtors respectfully request this Court approve the proposed notice procedures.

F. Relief from Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

48. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). To preserve the value of the Debtors' estates and limit the costs of administering and preserving the Acquired Assets, it is critical that the Debtors close the sale of the Acquired Assets as soon as possible after all closing conditions have been met or waived. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay periods under Bankruptcy Rules 6004(h) and 6006(d).

NOTICE

49. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) each of the Debtors' creditors holding the thirty (30) largest unsecured claims as set forth in the list filed with the Debtors' petitions; (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Department of Justice; (f) entities known to have expressed a bona fide interest in a transaction with respect to the Acquired Assets; (g) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Acquired Assets; (h) all federal, state and local environmental, regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; and (i) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested in this Motion, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors request this Court to enter the Bidding Procedures Order, the Sale Order and further relief as the Court may deem just and appropriate.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Matthew O. Talmo

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Bidding Procedures Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtors' estates and creditors. The Bidding Procedures and all such steps and expenses incurred by the Debtors 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 Debtors pursuant to section 363(b) of the Bankruptcy Code.

G. The Stalking Horse Agreement was entered into in good faith by the Debtors 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 Debtors have demonstrated compelling and sound business justifications for entering into the Stalking Horse Agreement and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

I. The sale of the Acquired Assets as contemplated in the Stalking Horse Agreement is in the best interests of the Debtors' estates, their creditors and all other parties in interest, and represents a reasonable exercise of the Debtors' 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: (i) the date, time and place of the Auction (if one is held), (ii) the Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale motion and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors and (viii) notice of the proposed assumption and assignment of Contracts and Leases to either an affiliate of the Stalking Horse Bidder or an affiliate of any designee of the Stalking Horse Bidder (such party, the "Contract Party") pursuant to the Stalking Horse Agreement (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed Sale shall be required.

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

or Lease will be assumed and assigned, and all rights of the Debtors with respect to such Contracts and Leases are reserved.

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 Debtors' estates, their creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

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

The Bidding Procedures

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

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

b. **Auction**: **December 13, 2023 at 10:00 a.m. (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, Wilmington, DE 19801; provided, however, that the Debtors, in their discretion, shall have the right to hold the Auction at another place or virtually, with instructions for Qualified Bidders to participate to be provided prior to the Auction, with notice to all Qualified Bidders 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 Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek final approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Agreement.

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

Approval of Debtors' Entry into the Stalking Horse Agreement

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

9. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers for the Acquired Assets (as defined in the Stalking Horse Agreement) and entry of the Sale Order.

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

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 Agreement 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 Agreement 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 Agreement 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. The Expense Reimbursement (as defined in the Stalking Horse Agreement, and collectively, the "Bid Protections") is approved in its entirety. The obligation of the Debtors

to pay the Bid Protections shall (i) be subject to the terms of the Stalking Horse Agreement, (ii) be the joint and several obligation of the Debtors, (iii) constitute an administrative expense of the Debtors 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, and (iv) survive the termination of the Stalking Horse Agreement, or dismissal or conversion of the Bankruptcy Case.

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

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

Hearing and Objection Deadline

16. The Sale Hearing shall take place in this Court on **December 18, 2023 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 these Cases or a notice of agenda. Any obligations of the Debtors set forth in the Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and/or entry of the Sale

Order pursuant to the Stalking Horse Agreement 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 Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Contract Party, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, **must**: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline, as applicable, by the following parties (the "Notice Parties"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

Sale Notice and Related Relief

18. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is hereby approved. Within three (3) days of the entry of this Order, the Debtors shall cause the Sale Notice to be served upon: (a) the United States Trustee for the District of Delaware; (b) the creditors listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, or any official committee appointed in the Debtors' cases; (c) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (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 Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (f) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (g) each counterparty to the Debtors' Contracts and Leases; and (h) all parties requesting notice pursuant to Bankruptcy Rule 2002.

Designation and Assumption Procedures

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

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

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached as **Exhibit 2** to the Bidding Procedures Order (the "Cure Notice"). The Debtors 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 Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as either assumed or rejected and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract Party, the Debtors will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. [The Debtors shall serve by overnight mail (or by electronic mail, if available) no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee.] No later than three (3) days after the Bid Deadline, the Debtors shall serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by each Qualified 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 Notice Parties before the Sale Objection Deadline.

Promptly following the Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Acquired Assets, counterparties to the Debtors' Contracts and Leases shall have until December 15, 2023, 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 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 applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

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

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing Date pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3** to the Bidding Procedures Order. The Debtors shall serve such Assumption Notice via

CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"):

(i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to any official committee appointed in the Debtors' cases, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

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

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

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

21. 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 (i) shall be

forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

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

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

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

Other Relief Granted

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

26. The Stalking Horse Bidder has standing to enforce the terms of this Order and the Debtors' pre-closing obligations under the Stalking Horse Agreement, 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.

27. The requirements set forth in Local Rule 9013-1 are satisfied by the contents of the Motion.

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.

EXHIBIT 1 To Bidding Procedures Order

Bidding Procedures

BIDDING PROCEDURES

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

The Stalking Horse Agreement 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 $250,000 (the "Expense Reimbursement"), and together with all other bid protections provided under the Stalking Horse Agreement (the "Bid Protections"), in each case, on the terms and conditions set forth in the Stalking Horse Agreement.

On [●], 2023, the Court entered the "*Order (A) Authorizing and Approving Bidding Procedures, (B) Authorizing and Approving the Debtors' Entry Into the Stalking Horse Agreement, (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 Debtors to perform their pre-closing obligations under the Stalking Horse Agreement and (ii) approved these bidding procedures set forth herein (the "Bidding Procedures") governing the submission of competing proposals to purchase the Acquired Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Acquired Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof, subject to the Debtors' selection in their reasonable discretion, after consultation with any official committee appointed in the Debtors' cases (the "Committee"), of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

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

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

King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); and (d) counsel to the Committee.

Participation Requirements

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

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement");

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

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

Due Diligence

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

and all information provided by the Debtors prior to such time shall be returned to the Debtors or destroyed in accordance with the terms of the applicable Confidentiality Agreement.

Bid Requirements

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

1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement pursuant to a transaction that is no less favorable to the Debtors' estates as the Debtors, in consultation with the Committee, may reasonably determine, than the transactions contemplated in the Stalking Horse Agreement;

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

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Expense Reimbursement, and (iii) the minimum bid increment of $100,000;

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, other than a Bid submitted by the Stalking Horse Bidder, 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 Debtors' consummation of a sale with the Successful Bidder;

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

6) include a list which specifies in detail which of the Debtors' unexpired leases and executory contracts are to be assumed by the Debtors and

assigned to the Potential Bidder in connection with the consummation of the proposed transaction;

7) provide a commitment to close within [___] days after the Sale Hearing;

8) 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 Agreement;

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

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

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

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

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

complete terms of any such sponsorship, participation, financing or benefit;

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

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

16) include an agreement to provide any other information reasonably requested by the Debtors; and

17) be received by the Bid Deadline.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with the Committee, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

"As Is, Where Is"

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

Auction

Baseline Bid. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtors in their reasonable discretion after consultation with the

Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid 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 Debtors reasonably deem relevant to the value of the Qualified Bid to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

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

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

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors 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 Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

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

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors 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 consideration acceptable to the Debtors in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.

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

Selection of Successful Bid

At the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select (i) the highest or otherwise best bid submitted by a Qualified Bidder during the Auction that the Debtors believe is most beneficial to the Debtors (the "Successful Bid"), and (ii) at the Debtors' discretion, the next highest or otherwise best bid after the Successful Bid (the "Back-Up Bid"); *provided* that the Stalking Horse may only be selected as the Back-Up Bid with the consent of the Stalking Horse Bidder (which consent may be withheld in the Stalking Horse Bidder's sole discretion). In selecting the Successful Bid and the Back-Up Bid, if any, the Debtors shall take into account the projected percentage recovery to general unsecured creditors and the certainty of such recovery and whether all administrative, priority and secured claims will be paid in full and may also consider, among other things: (i) the number, type and nature of any changes to the Stalking Horse Agreement which may delay closing of the contemplated transaction and the cost to the Debtors of such modifications or 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 Debtors' estates and (vi) any other factors the Debtors 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 that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder." The successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

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

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until 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 Debtors 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.

Implementation of the Sale

The hearing to authorize the sale of the Acquired Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtors to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Cases, a notice of agenda or stated orally on the record at a hearing before the Court. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtors, and the Debtors will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

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

Consent to Jurisdiction as Condition to Bidding

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

Return of Good Faith Deposit

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

Reservation of Rights

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

EXHIBIT 2 To Bidding Procedures Order

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [●], United States Bankruptcy Judge, on **December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801 to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the "Cure Notice") because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with one or more of the Debtors as set forth on Exhibit A

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

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

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amounts, object to the ability of the Debtors 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 December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and

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

Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that if and only if the Stalking Horse Bidder is **not** the Successful Bidder for the Acquired Assets, counterparties to the Contracts and Leases shall have until the Sale Hearing 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 Debtors in this Cure Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the

Bankruptcy Code or otherwise from the Debtors or their estates (except, to the extent applicable, with respect to matters arising after the Closing and that are not otherwise paid in the ordinary course).

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

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

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

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 3 To Bidding Procedures Order

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF ASSUMPTION AND ASSIGNMENT OF
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

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

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Order, the above-captioned debtors and debtors in possession (the "Debtors") hereby provide this "Notice of Assumption and Assignment of Unexpired Leases and Executory Contracts" (the "Assumption Notice")[3] of their 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 Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

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

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

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

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

PLEASE TAKE FURTHER NOTICE that, should you object to the Additional Cure Amounts set forth in this Assumption Notice, you must file with the Court and serve an objection (an "Objection") on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley

(bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; and (iii) state with specificity any cure amounts arising solely following the Closing alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

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

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

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

PLEASE TAKE FURTHER NOTICE that copies of the Sale Order and all other documents filed in these cases are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 4 To Bidding Procedures Order

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

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

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

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

the sale (the "Sale") of certain assets (the "Acquired Assets"), to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

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

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

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) of the Debtors consistent with the bid procedures (the "Bidding

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [_____], United States Bankruptcy Judge, on **December 18, 2023 (prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures or Stalking Horse Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, must: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order

(and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

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: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT B

Form of Stalking Horse Agreement

EXECUTION VERSION
CONFIDENTIAL

ASSET PURCHASE AGREEMENT

BETWEEN

GINKGO BIOWORKS, INC.

AND

ZYMERGEN INC.

LODO THERAPEUTICS CORPORATION

ENEVOLV, INC.

GENESIS ACQUISITION SUB LLC

DATED AS OF OCTOBER 3, 2023

Table of Contents

Page

ARTICLE I

THE ACQUISITION

Section 1.1 Acquired Assets 2
Section 1.2 Excluded Assets 4
Section 1.3 Assumed Liabilities 4
Section 1.4 Excluded Liabilities 4
Section 1.5 Assignment of Assigned Contracts 5
Section 1.6 Purchase Price 8
Section 1.7 Withholding 9
Section 1.8 Purchase Price Allocation 9
Section 1.9 Designated Purchaser(s) 10

ARTICLE II

THE CLOSING

Section 2.1 Closing 10
Section 2.2 Deliveries at the Closing 11

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Section 3.1 Organization and Qualification 12
Section 3.2 Authority of the Sellers and Binding Effect 12
Section 3.3 Consents and Approvals 13
Section 3.4 No Violations 13
Section 3.5 Title to Property 14
Section 3.6 Brokers or Finders 14
Section 3.7 Litigation 14
Section 3.8 Intellectual Property Rights 14
Section 3.9 Data Privacy; IT Assets 15
Section 3.10 Leases 15
Section 3.11 Assigned Contracts 15
Section 3.12 Compliance with Laws; Permits 16
Section 3.13 Employee Benefit Matters. 16
Section 3.14 Taxes. 16
Section 3.15 Labor Matters 17
Section 3.16 No Other Representations 17

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.1 Qualification; Organization 18
Section 4.2 Authority of the Purchaser and Binding Effect....18
Section 4.3 Consents and Approvals 18
Section 4.4 No Violations....18
Section 4.5 Brokers or Finders....19
Section 4.6 No Other Representations....19

ARTICLE V

COVENANTS

Section 5.1 Conduct of the Business Pending the Closing 19
Section 5.2 Access and Information 21
Section 5.3 Approvals and Consents; Cooperation; Notification 22
Section 5.4 Further Assurances....23
Section 5.5 Employee Matters 23
Section 5.6 Payments Received 25

ARTICLE VI

BANKRUPTCY COURT MATTERS

Section 6.1 Debtor-in-Possession 25
Section 6.2 The Sale Motion....25
Section 6.3 The Sale Order 25
Section 6.4 Cooperation with Respect to Bankruptcy Court Approval....25
Section 6.5 Bankruptcy Court Filings....26

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Obligation of the Sellers and the Purchaser 26
Section 7.2 Conditions Precedent to Obligation of the Sellers....27
Section 7.3 Conditions Precedent to Obligation of the Purchaser....27
Section 7.4 Frustration of Closing Conditions....28

ARTICLE VIII

TERMINATION

Section 8.1 Termination....29
Section 8.2 Effect of Termination....31

ARTICLE IX

GENERAL PROVISIONS

Section 9.1	Tax Matters	32
Section 9.2	Bulk Sales	33
Section 9.3	No Survival of Representations, Warranties or Covenants	33
Section 9.4	Public Announcements	33
Section 9.5	Notices	33
Section 9.6	Descriptive Headings; Interpretative Provisions	34
Section 9.7	No Strict Construction	35
Section 9.8	Entire Agreement; Amendments and Waivers	35
Section 9.9	Governing Law and Venue; Waiver of Jury Trial	35
Section 9.10	Expenses	36
Section 9.11	Amendments and Waivers	36
Section 9.12	No Assignment or Benefit to Third Parties	36
Section 9.13	Counterparts; Effectiveness	37
Section 9.14	Severability	37
Section 9.15	Specific Performance	37
Section 9.16	Privileged Communications	37

ARTICLE X

DEFINITIONS

EXHIBITS

Exhibit A	Form of Bidding Procedures Order
Exhibit B	Form of Bill of Sale and Assignment Agreement
Exhibit C	Form of Intellectual Property Assignment Agreement
Exhibit D	Form of Sale Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October 3, 2023 (this "**Agreement**"), is made by and among Zymergen Inc, a Delaware corporation, Lodo Therapeutics Corporation, a Delaware corporation, enEvolv, Inc., a Delaware corporation, and Genesis Acquisition Sub LLC, a Delaware limited liability company (in its capacity as debtor and debtor in possession, and collectively the "**Sellers**" and each individually, a **"Seller**"), and Ginkgo Bioworks, Inc., a Delaware corporation (the "**Purchaser**"). All of the signatories to this Agreement are collectively referred to as the "Parties" and individually as a "Party." Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Article IX.

RECITALS

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

WHEREAS, the Sellers intend to file 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 or about October 3, 2023 (the "**Petition Date**");

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

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

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

WHEREAS, the Parties desire to consummate the Transactions as promptly as practicable after the Bankruptcy Court enters the Sale Order; and

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

ARTICLE I

THE ACQUISITION

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

(a) the Seller Intellectual Property and Licensed IP;

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

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

(d) all Books and Records related to the Acquired Assets (the "**Transferred Books and Records**"), *provided*, that Transferred Books and Records shall not include any Tax records or books and records the transfer of which would be prohibited by applicable Law; and provided further, the Sellers shall have the right to retain copies of all Transferred Books and Records until the completion and winding up of the liquidation trust established pursuant to the Seller's plan of liquidation;

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

(f) all rights, claims, causes of action, actions, suits or proceedings, hearings, audits, rights of recovery, credits, rights of setoff, rights of recoupment, rights of reimbursement, rights of or to indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against any Person, including (i) any Action available to or being pursued by the Sellers to the

extent related to any Acquired Assets, Assumed Liabilities or the ownership, use, function or value of any Acquired Asset, whether arising by way of counterclaim or otherwise, (ii) any such item arising under any guarantee or warranty, provided, however, that except as provided in the Sale Order, any such Action shall not include any right or claim against Purchaser and (iii) all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise) to the extent related to the Business, the Acquired Assets or the Assumed Liabilities (including any claims for past infringement or misappropriation) (excluding all claims or causes of action of the Sellers set forth in Schedule 1.2(a));

(g) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, "**Avoidance Actions**") against the following (collectively, the "**Designated Parties**"): (i) any of the Sellers' vendors, suppliers, customers or trade creditors with whom the Purchaser continues to conduct business in regard to the Acquired Assets after the Closing, (ii) any of the Sellers' counterparties under any Assigned Contracts and (iii) any Affiliates of any of the Persons listed in clauses (i) and (ii); *provided*, *however*, that it is understood and agreed by the Parties that the Purchaser will not pursue or cause to be pursued any Avoidance Actions against any of the Designated Parties other than as a defense (to the extent permitted under applicable Law) against, or to assert a right of setoff or recoupment to, any claim or cause of action raised by such Designated Party;

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

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

EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN ARTICLE III, (I) THE SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATING TO THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, INCLUDING ANY REPRESENTATION OR WARRANTY AS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER, (II) THE SELLERS MAKE NO, AND HEREBY DISCLAIMS ANY, OTHER REPRESENTATION OR WARRANTY REGARDING THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, AND (III) THE ACQUIRED ASSETS ARE BEING CONVEYED ON A "WHERE IS" AND, AS TO CONDITION, "AS IS" BASIS AS OF THE CLOSING, AND THE PURCHASER SHALL RELY UPON ITS OWN EXAMINATION THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLERS MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY BUSINESS OTHER THAN THE BUSINESS, ANY ASSETS OTHER THAN THE ACQUIRED ASSETS

OR ANY LIABILITIES OTHER THAN THE ASSUMED LIABILITIES, AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

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

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

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

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

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

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

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

Section 1.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, neither the Purchaser nor any of its Affiliates shall assume, be obligated to assume, be deemed to have assumed, or be obliged to pay, perform or otherwise discharge, whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor

liability, and the Sellers shall be solely and exclusively liable with respect to, any Liabilities (of any nature or kind, and whether based in common law or statute or arising under written Contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential) of the Sellers and any Affiliate thereof other than the Assumed Liabilities (such liabilities and obligations other than Assumed Liabilities, the "**Excluded Liabilities**").

Section 1.5 Assignment of Assigned Contracts.

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

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

(c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Acquired Asset (including any Assigned Contract) if (i) prohibited by applicable Law (after giving effect to the Bankruptcy Code and other applicable Law in the Chapter 11 Case), (ii) an attempted assignment or transfer thereof would be reasonably likely to subject the Purchaser, its Affiliates or any of its or their respective Representatives to civil or criminal Liability or (iii) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party (other than the Bankruptcy Court) thereto (each such action, a "**Necessary Consent**"), which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach, default or violation thereof or of any Law or Order or in any way adversely affect the rights

of the Purchaser thereunder. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and the Sellers and the Purchaser will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset (including any Assigned Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to the Purchaser as the Purchaser may reasonably request. Notwithstanding anything in this Agreement to the contrary, if the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Purchaser of any asset that would be an Acquired Asset or any claim or right or any benefit arising thereunder or resulting therefrom is subject to such Necessary Consent being obtained, which consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i), (ii) or (iii) of this Section 1.5(c), be ineffective or would adversely affect the rights of the Purchaser to such Acquired Asset following the Closing, the Closing shall proceed subject to the terms and conditions herein without the sale, transfer, assignment, conveyance or delivery of such asset; *provided* that, in the event that the Closing proceeds without the transfer or assignment of any such asset, then following the Closing for a period of thirty (30) days, until such Necessary Consent is obtained, and to the extent permitted by applicable Law and subject to any approval of the Bankruptcy Court that may be required, (i) the Sellers and the Purchaser will, and will cause its respective Affiliates to, (x) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that the Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (y) complete any such assignments or transfers as soon as reasonably practicable, and (z) upon receipt of any applicable Necessary Consents, transfer or assign the applicable Acquired Asset to the Purchaser, and (ii) the Sellers will, and will cause its respective Affiliates to, (x) provide the Purchaser and its Affiliates the maximum allowable use of such Acquired Assets, including by subcontracting, licensing, sublicensing or establishing an agency type or similar arrangement reasonably satisfactory to the Purchaser and the Sellers under which the Purchaser would obtain, to the fullest extent practicable and permitted by applicable Law, the claims, rights and benefits and assume the corresponding liabilities and obligations with respect thereto (including by means of any subcontracting, sublicensing or subleasing arrangement) and (y) enforce at the Purchaser's request, or allow the Purchaser and its Affiliates to enforce, any rights of the Sellers or their Affiliates, as applicable, under or with respect to, as applicable, such Acquired Asset. The Sellers shall hold in trust for, and pay to the Purchaser, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers or any of their respective Affiliates for services provided after the Closing in connection with their use of any asset that would be an Acquired Asset in connection with the arrangements under this Section 1.5(c). Notwithstanding anything set forth herein to the contrary, the Purchaser shall be responsible for, and shall reimburse, the Sellers for any costs and expenses incurred by the Sellers to comply with its obligations under this Section 1.5(c). The Parties agree to treat any asset which has not been transferred or assigned as of the Closing but the benefits of which are transferred pursuant to this Section 1.5(c) as having been sold to the Purchaser for federal and other applicable Tax purposes to the extent permitted by Law. The Sellers and the Purchaser agree to notify the other Party promptly in writing if it determines that such treatment (to the extent consistent with the relevant arrangement agreed to by the Sellers and the Purchaser pursuant to this Section 1.5(c)) is not permitted for federal or other applicable Tax purposes under applicable Law. Where such treatment is not so permitted, and subject to the terms of any relevant arrangement agreed to by

the Sellers and the Purchaser pursuant to this Section 1.5(c), the Purchaser shall indemnify and hold harmless the Sellers for any Taxes imposed on the Sellers or any of their Affiliates with respect to any such Acquired Asset for any taxable period or portion thereof beginning after the Closing Date.

(d) Notwithstanding anything in this Agreement to the contrary, the Purchaser may, in its sole and absolute discretion, amend or revise Schedule 1.1(b) setting forth the Assigned Contracts in order to add any Contract to, or eliminate any Contract from, such Schedule at any time during the period commencing on the date of this Agreement and ending on the date that is two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"). Automatically upon the addition of any Contract to Schedule 1.1(b), it shall be an Assigned Contract for all purposes of this Agreement. Automatically upon the removal of any Contract from Schedule 1.1(b), it shall be an Excluded Asset for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Purchaser unless such liability is otherwise specifically assumed pursuant to Section 1.3. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date (the "**Pre-Closing Designation Deadline**"), the Purchaser may, in its sole discretion, (i) exclude or remove from Schedule 1.1(b) any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph 20(a) through (e) of the Bidding Procedures Order) as an Assigned Contract. At Closing, the Sellers shall assume and assign to, and the Purchaser shall accept the assignment of and assume each Assigned Contract included on Schedule 1.1(b) as of the Pre-Closing Designation Deadline on the Closing Date. Following the Closing until the date that is thirty (30) days after the Closing (or such longer period as may be agreed between the Purchaser and the counterparty of the applicable Contract) (such date, the "**Designation Deadline**"), the Purchaser may, in its sole discretion, designate any additional Contract (with respect to which the Debtors shall have complied with [paragraph 14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract by providing written notice (a "**Post-Closing Designation Notice**") to the Sellers, specifying any additional Contracts to be assumed by the Sellers and assigned to the Purchaser. Upon receipt of a Post-Closing Designation Notice, the Sellers shall, within three (3) Business Days thereof, file with the Bankruptcy Court and serve notice of such designation by first-class mail on all non-debtor counterparties to such Contracts, and provide a copy of the same to the Purchaser. Upon filing of such notice, the Sellers shall assume and assign to, and the Purchaser shall accept the assignment of and assume, such Contract. For the avoidance of doubt, (x) if the Purchaser has not provided a written designation to assume any Contract in accordance with the foregoing (whether by including such Contract on, and not subsequently removing such Contract from, Schedule 1.1(b), or by providing a Post-Closing Designation Notice), then such Contract shall be deemed to be excluded, (y) no prepetition Cure Cost shall be due or payable with respect to any Contract until the permanent assumption of such Contract and (z) each Contract that becomes an Assigned Contract pursuant to this Section 1.5 shall concurrently be deemed to have become an Acquired Asset. Notwithstanding anything in this Agreement to the contrary, with respect to any individual Contract designated to become an Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract and (ii) the conclusion of the cure objection hearing relating to such Contract as to which a cure objection has been timely filed, the Purchaser will be entitled, in its sole and absolute discretion, to remove such Contract from Schedule 1.1(b) by providing written

notice to the Sellers, and any Contract so removed will be deemed to be an Excluded Asset for all purposes of this Agreement. The Sellers will not reject or seek to reject any Contract that is an Assigned Contract without the consent of the Purchaser. Notwithstanding anything set forth herein to the contrary, the Purchaser shall be responsible for any and all costs and expenses incurred by the Sellers with respect to any Contract that Seller is required to maintain in order to comply with this Section 1.5(d).

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

(f) After the Closing and prior to the Designation Deadline (the "**Designation Period**"), the Sellers shall not terminate, amend, supplement, modify or waive any rights under, or create any Encumbrance with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of the Purchaser (not to be unreasonably withheld or delayed), unless and until the Purchaser has provided notice to the Sellers in writing designating such Contract for exclusion pursuant to Section 1.5(d); *provided*, *however*, that the Purchaser shall be responsible for, and shall deliver to the Sellers or cause to be delivered to the Sellers such amounts as are (i) necessary to pay or satisfy any and all expenses, accrued or unpaid, attributable to any such Open Contracts, including, for the avoidance of doubt, any obligations with respect to rent, real estate taxes, insurance or similar items attributable to any such Open Contracts, (ii) in the determination of the Sellers, reasonably likely to be allowed as administrative expenses if challenged and (iii) arising on or after the Closing and during the Designation Period (such amounts, the "**Open Contract Expenses**"); *provided*, *further*, that, for the avoidance of doubt, to the extent the Purchaser elects to designate any Open Contract as an Assigned Contract on or prior to the Designation Deadline, the Purchaser shall pay all Cure Costs in respect of such Open Contract in accordance with Section 1.5(b).

Section 1.6 Purchase Price. (a) On the terms and subject to the conditions set forth herein, the consideration for the sale and transfer of the Acquired Assets from the Sellers to the Purchaser shall be as follows:

(i) $5,000,000 in cash (the "**Purchase Price**"); and

(ii) the assumption of the Assumed Liabilities.

(b) Concurrently with the Purchaser's delivery of this Agreement, the Purchaser shall deposit into an account (the "**Escrow**") maintained by an escrow holder identified and established by the Sellers (the "**Escrow Holder**"), in immediately available funds by wire transfer in an amount equal to ten percent (10%) of the Purchase Price (the "**Initial Deposit**"). If the Purchaser is declared the Successful Bidder or Back-Up Bidder at the Auction, the Purchaser shall, if necessary, within one (1) Business Day of the close of the Auction, supplement the Initial Deposit such that the Purchaser's deposit shall be equal to an amount that is ten (10%) percent of the Successful Bid or Back-Up Bid, as applicable (the "**Supplemental Deposit**" and together with the Initial Deposit, the "**Deposit**"). Upon receipt of the Deposit, the Escrow Holder shall immediately place the Deposit into a non-interest-bearing escrow account. The Deposit shall become nonrefundable upon the earlier of (i) the entry of a final and non-appealable Order of the Bankruptcy Court approving the Purchaser as the Successful Bidder at the Sale Hearing and satisfaction by all parties of all conditions set forth in Section 7.1 and Section 7.2, and the absence of any restriction, limitation, or prohibition on the Purchaser's right to acquire the Acquired Assets in the manner, and under the terms and conditions, set forth in this Agreement except where any such restriction, limitation, or prohibition is caused by an act or omission of the Purchaser, and (ii) the Seller's termination of this Agreement pursuant to Section 8.1(b)(iii) (a "**Purchaser Default Termination**"). At the Closing, the Deposit shall be delivered to the Sellers and credited toward payment of the Purchase Price. In the event the Deposit becomes non-refundable by reason of a Purchaser Default Termination and the Sellers are not then in Default of this Agreement, Escrow Holder shall immediately disburse the Deposit to the Sellers to be retained by the Sellers for the Sellers' own account as part of damages resulting to the Sellers from such Purchaser Default Termination. If this Agreement is terminated by reason of (i) the Sellers' default of this Agreement, (ii) the failure of a condition to the Purchaser's obligations, or (iii) the approval by the Bankruptcy Court of an Alternative Transaction and the Purchaser is not then in Default of this Agreement and has not been designated as the Back-Up Bidder, the Escrow Holder shall retain the Deposit until five (5) Business Days after the earlier of (x) a determination by the Bankruptcy Court as to the Default of this Agreement or failure of a condition precedent referenced in subsections (i) or (ii) of this Section 1.6(b), as applicable, and (y) the closing of an Alternative Transaction and thereafter shall be delivered to the Purchaser.

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

Section 1.8 Purchase Price Allocation. The Parties agree to allocate for Tax purposes (and, as applicable, to cause their respective Affiliates to allocate for Tax purposes) the Purchase Price and any other amounts treated as additional consideration for Tax purposes among the Acquired Assets in accordance with the following procedures and, to the extent applicable, in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Within one hundred twenty (120) days after the Closing Date, the Purchaser shall deliver to the Sellers an allocation of the Purchase Price and any other amounts treated as additional consideration for Tax purposes as of the Closing Date (the "**Proposed Allocation**"). The Sellers will have thirty (30) days following delivery of the Proposed Allocation during which to notify the

Purchaser in writing (an "**Allocation Notice of Objection**") of any objections to the Proposed Allocation, setting forth in reasonable detail the basis of their objections. If the Sellers fail to timely deliver an Allocation Notice of Objection in accordance with this Section 1.8, the Proposed Allocation will be conclusive and binding on all Parties and will become the "**Final Allocation**." If the Sellers submit an Allocation Notice of Objection, then for thirty (30) days after the date the Purchaser receives the Allocation Notice of Objection, the Purchaser and the Sellers will cooperate in good faith and use their commercially reasonable efforts to agree on the allocations. If the Purchaser and the Sellers fail to resolve any dispute within such time, each of the Purchaser and the Sellers shall be permitted to use its own allocation with respect to the applicable disputed items. Subject to the immediately preceding sentence, each of the Parties (a) shall (and shall cause its Affiliates to) prepare and file all Tax Returns (and Internal Revenue Service Forms 8594) in a manner consistent with the Final Allocation and (b) shall not (and shall cause its Affiliates not to) take any position on any Tax Return or in connection with any Tax proceeding inconsistent with the Final Allocation, in each case, except to the extent otherwise required by a "determination" within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable state, local or non-U.S. Law).

Section 1.9 Designated Purchaser(s). In connection with the Closing, the Purchaser shall be entitled to designate no later than three (3) Business Days prior to the Closing Date, in accordance with the terms and subject to the limitations set forth in this Section 1.9, one (1) or more Affiliates to exercise certain of the Purchaser's rights and assume certain of the Purchaser's Liabilities hereunder, including to (i) purchase specified Acquired Assets (including specified Assigned Contracts) and pay the Cure Costs, as applicable, and (ii) assume specified Assumed Liabilities on and after the Closing Date (any such Affiliate of the Purchaser that shall be properly designated by the Purchaser in accordance with this Section 1.9, a "**Designated Purchaser**"). At and after the Closing, the Purchaser shall, or shall cause its Designated Purchaser(s) to, honor the Purchaser's obligations at the Closing. After the Closing, any reference to the Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall include reference to the appropriate Designated Purchaser(s), if any. After the Closing, all obligations of the Designated Purchaser(s) under this Agreement shall be several and not joint and the only party with Liability as to a particular Assumed Liability shall be the Purchaser or any Designated Purchaser assuming such obligation at the Closing and no other Person. Notwithstanding the foregoing, nothing herein shall release the Purchaser of its Liabilities under this Agreement except to the extent of payment or performance by such Designated Purchaser, and the Purchaser shall irrevocably and unconditionally guarantee the payment and performance (and not merely collection) of any obligations to the Sellers assumed by a Designated Purchaser under this Section 1.9 and the Purchaser shall remain liable for any and all obligations of the Purchaser hereunder irrespective of any assignment or designation by the Purchaser under this Section 1.9 or Section 9.12.

ARTICLE II

THE CLOSING

Section 2.1 Closing. Upon the terms and subject to the conditions hereof, the closing of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities contemplated hereby (the "**Closing**") shall take place remotely via the exchange of documents and

signatures as soon as possible (and in any event within two (2) Business Days) after the conditions set forth in Article VII shall have been satisfied or (if permissible) waived (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing), or at such time, date and place as the Parties may mutually agree (the date of the Closing being herein referred to as the "**Closing Date**"). For financial, accounting and economic purposes, including risk of loss, and for all other purposes of this Agreement, upon the occurrence of the Closing, the Closing shall be deemed to have occurred at 12:01 a.m., New York City time, on the Closing Date.

Section 2.2 Deliveries at the Closing.

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

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

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

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

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

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

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

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

(i) the Purchase Price;

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

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

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

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

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

(c) At the Closing, if the Stanford Lease is an Assigned Contract, the Purchaser shall deliver to the lessor under the Stanford Lease a Letter of Credit (as defined in the Stanford Lease) in the face amount required by Section 7 of the Second Amendment to Lease, dated February 19, 2021, issued in favor of such lessor.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

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

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

Section 3.2 Authority of the Sellers and Binding Effect. Subject to Bankruptcy Court approval, each Seller has all requisite corporate power and authority to execute and deliver (or to cause one or more of its Affiliates to execute and deliver, as applicable) and, subject to the entry and effectiveness of the Bidding Procedures Order and Sale Order, to perform its obligations under this Agreement, each of the Ancillary Documents and each other agreement, document or instrument contemplated hereby or thereby to which each such Person is a party. The execution and delivery of, the consummation of the transactions contemplated by and performance of the obligations under, this Agreement and such other documents by the Sellers and/or any of its applicable Affiliates, have been duly and validly authorized and approved by all requisite corporate

or similar action of such Person, and no other corporate or similar proceedings (pursuant to any such Person's organizational documents or otherwise) on the part of any such Person is necessary to authorize the consummation of, and to consummate, the transactions contemplated hereby and thereby. Subject to the entry and effectiveness of the Bidding Procedures Order and Sale Order, this Agreement and each such other document have been duly and validly executed and delivered by the Sellers and each of its applicable Affiliates, and, assuming the due authorization, execution and delivery of this Agreement and each such Ancillary Document by the Purchaser or its Affiliates, as applicable, constitutes a legal, valid and binding agreement of each Seller and each of its applicable Affiliates, enforceable against each such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "**Enforceability Limitations**").

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

Section 3.4 No Violations. The execution or delivery of this Agreement or any agreement, document or instrument contemplated hereby or thereby by each Seller or any of its applicable Affiliates, the performance of such Person's obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby or thereby, as applicable, do not and will not (a) conflict with or result in any violation or breach of any provisions of the certificate of incorporation, bylaws or other organizational documents of any such Person, or (b) with or without notice or lapse of time or both, conflict with or result in any breach or violation of or constitute a default or change of control under, or give rise to a right of, or result in, termination, modification, cancellation, first offer, first refusal or acceleration of any obligation or to the loss of a benefit under any Contract to which any such Person is a party or by or to which any of their respective properties, rights or assets, the Acquired Assets or the operations or conduct of the Business, are bound or subject, except in the case of the foregoing clause (b), for breaches, violations, defaults, rights, creations or impositions that (y) (I) have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Business (taken as a whole) and (II) would not reasonably be expected to prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of the Sellers to perform their obligations under this Agreement or any of the Ancillary Documents, or (z) are excused by or unenforceable as a result of the entry or effectiveness of the Sale Order.

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

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

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

Section 3.8 Intellectual Property Rights.

(a) Section 3.8(a) of the Seller Disclosure Letter sets forth a true and complete list of all Registered Intellectual Property owned by the Sellers as of the date of this Agreement, setting forth for each such item (i) the legal and record owner(s), (ii) the registration or application number (as applicable), (iii) the registration or application date (as applicable), and (iv) the jurisdiction in which such item is registered or pending or, with respect to internet domain names and social media handles, the applicable registrar. No Action is pending, or to the Knowledge of the Sellers, threatened by any Person, seeking to cancel, materially limit, or challenge the ownership, validity or enforceability of any Registered Intellectual Property. All of such Registered Intellectual Property (other than Registered Intellectual Property constituting applications) is subsisting, valid and, to the Knowledge of the Sellers, enforceable.

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

Sellers' ownership or use thereof, or (ii) the assignment thereof by the Sellers, as applicable, as contemplated under this Agreement.

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

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

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

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

Section 3.10 Leases. Section 3.10 of the Seller Disclosure Letter sets forth a complete and correct list, as of the date of this Agreement, of each of the Leases. Each Lease is in full force and effect and has not been amended or modified except as described in Section 3.10 of the Seller Disclosure Letter. Other than as set forth in Section 3.10 of the Seller Disclosure Letter, none of the relevant lessors are in default under any Lease, and there is no fact or circumstance in existence, pending or, to the Knowledge of the Seller, threatened, that, after the giving of notice, with lapse of time or otherwise, would constitute such a default, except to the extent such default would not reasonably be expected to have a Material Adverse Effect.

Section 3.11 Assigned Contracts.

(a) Subject to the requisite approvals of the Bankruptcy Court, and to assumption and assignment by the applicable Seller of each such Assigned Contract in accordance with applicable Law, neither the Sellers, nor, to the Knowledge of the Sellers, any other party to any Assigned Contract listed on Schedule 1.1(b) on the date hereof, is in default under any such

Assigned Contract (other than, with respect to the Sellers, those defaults that will be cured in accordance with the Sale Order or any other order of the Bankruptcy Court required to effect the assignment of any such Assigned Contract to the Purchaser or waived in accordance with Section 365 of the Bankruptcy Code (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of any such Assigned Contract that is included in the Acquired Assets)) and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default under any such Assigned Contract by the Sellers or, to the Knowledge of the Sellers, by any other party thereto.

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

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

Section 3.13 Employee Benefit Matters.

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

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

(c) Assuming the Purchaser complies with its obligations under this Agreement, neither the execution or delivery of this Agreement nor the consummation of the Transactions, whether alone or in combination with any other event, could (i) entitle any Offer Employees to severance pay or any material increase in severance pay, or (ii) accelerate the time of payment or vesting of any such benefits or increase the amount of compensation due any Offer Employee, in each case pursuant to a Seller Plan. Seller does not have any obligation to provide, and no Seller Plan or other agreement provides any individual with the right to a gross up, indemnification, reimbursement or other payment for any excise or additional taxes, interest or penalties incurred pursuant to Section 409A or Section 4999 of the Code.

Section 3.14 Taxes.

(a) To the Knowledge of the Sellers, there is no lien for Taxes upon any of the Acquired Assets (other than Permitted Pre-Closing Encumbrances in an amount that would not be

material to the Business) nor is any Taxing Authority in the process of imposing any lien for Taxes on any of the Acquired Assets, other than liens for current Taxes that are not yet due and payable.

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

Section 3.15 Labor Matters.

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

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

Section 3.16 No Other Representations. Except for the representations and warranties contained in Article IV, each Seller acknowledges that it (a) has had an opportunity to conduct any and all due diligence with respect to the Purchaser in connection with the Transactions, (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents in connection with the Transactions, and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the Purchaser or with respect to any other information provided or made available to the Sellers in connection with the Transactions, or the completeness of any information provided in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

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

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

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

Section 4.3 Consents and Approvals. No consent, waiver, approval, Order, permit or authorization (including those with respect to state licensing required to operate the Businesses) of, or declaration, filing or registration with, or notification to, any Person or Governmental Entity is necessary or required on the part of (a) the Purchaser in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which a Seller is a party, and (b) any applicable Affiliate of the Purchaser in connection with the execution and delivery of any agreement, document or instrument contemplated hereby or thereby to which such Person is a party, or in connection with, the performance of such Person's obligations hereunder and thereunder, or the consummation of the transactions contemplated hereby and thereby (with or without notice or lapse of time, or both), except in each case of the foregoing clauses (a) and (b), (y) for the entry and effectiveness of the Sale Order and (z) for immaterial consents, waivers, approvals, Orders, permits, authorizations, declarations, filings, registrations or notifications.

Section 4.4 No Violations. The execution or delivery of this Agreement or any agreement, document or instrument contemplated hereby or thereby by the Purchaser or any of its applicable Affiliates, the performance of such Person's obligations hereunder and thereunder, and

the consummation of the transactions contemplated hereby or thereby, as applicable, do not and will not (a) conflict with or result in any violation or breach of any provisions of the certificate of incorporation, bylaws or other organizational documents of any such Person, (b) with or without notice or lapse of time or both, conflict with or result in any breach or violation of or constitute a default or change of control under, or give rise to a right of, or result in, termination, modification, cancellation, first offer, first refusal or acceleration of any obligation or to the loss of a benefit under any Contract to which any such Person is a party or bound, or (c) conflict with or violate any Order or Law applicable to the Purchaser or its properties, rights or assets, except in the case of the preceding clauses (b) and (c), for breaches, violations, defaults, rights, creations or impositions that (x) would not prevent or materially hinder or delay any of the transactions contemplated by this Agreement or by any of the Ancillary Documents or affect the ability of the Purchaser to perform its obligations under this Agreement or any of the Ancillary Documents, in each case, in any material respect, or (y) are excused by or unenforceable as a result of the entry or effectiveness of the Sale Order.

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

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

ARTICLE V

COVENANTS

Section 5.1 Conduct of the Business Pending the Closing.

(a) From the date of this Agreement to the earlier of the Closing and the date, if any, on which this Agreement is validly terminated pursuant to Article VIII, except as set forth in Section 5.1(a) of the Seller Disclosure Letter, and except (1) as contemplated by this Agreement or any Ancillary Document, (2) as required by applicable Law (including the Bankruptcy Code), (3) as consented to in writing by the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed) or (4) as required by, arising out of, relating to or resulting from the Chapter 11 Case or otherwise required or approved by any Order of the Bankruptcy Court, the Sellers shall, and shall cause each of their Affiliates to, (x) use commercially reasonable efforts to

(A) conduct the Business in all material respects in the ordinary course of business consistent with past practice as the same has been conducted since October 19, 2022, (B) conduct the Business in accordance with applicable Law, and (C) preserve intact the Business and its relationship with customers, suppliers, distributors, wholesalers, retailers, employees and Government Entities, and (y) with respect to the Business, the Acquired Assets or the Assumed Liabilities, not, directly or indirectly:

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

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

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

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

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

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

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

(viii) acquire, sell, lease, pledge, dispose of, transfer, let lapse, license or encumber or authorize the sale, pledge, disposition, transfer or encumbrance of any Acquired Assets, other than (A) sales, pledges, dispositions, transfers or encumbrances in the ordinary course of business consistent with past practice or (B) sales or dispositions of any assets as may be required by applicable Law;

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

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

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

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

(xiii) if the Stanford Lease is an Assigned Contract, fail to timely pay Rent (as defined in the Stanford Lease); or

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

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

(c) Without in any way limiting any party's rights or obligations under this Agreement, the Parties understand and agree that (i) nothing contained in this Section 5.1 shall give the Purchaser, directly or indirectly, the right to manage, control, direct or be involved in the management of the Sellers or their Affiliates or the Business prior to the Closing and (ii) prior to the Closing, the Sellers shall exercise, consistent with, and subject to, the terms and conditions of this Agreement, complete control and supervision of their operations, including the Business.

Section 5.2 Access and Information. Subject to the Bidding Procedures and applicable Law, the Sellers shall (and shall cause its Subsidiaries to) afford the Purchaser and the Purchaser's officers, directors, employees, agents, counsel, accountants, investment bankers, financing sources and other authorized Representatives reasonable access, during normal business hours and upon reasonable advance notice, to all of the Sellers' and its applicable Affiliates' properties, offices and Books and Records and, during such period, the Sellers shall (and shall cause its Subsidiaries to) furnish as promptly as practicable to the Purchaser all information (financial or otherwise) the Purchaser may reasonably request concerning its business, properties, personnel, suppliers,

creditors and third parties with whom the Sellers or its Subsidiaries do business or by whom there may have been asserted any claim, and provide the Purchaser and its Representatives with access to suppliers, creditors and third parties with whom the Sellers or its Subsidiaries do business or by whom there may have been asserted any claim, *provided*, that no investigation pursuant to this Section 5.2 shall affect or be deemed to modify any representation or warranty made by the Sellers herein. Notwithstanding the foregoing, the Sellers shall not be required by this Section 5.2 to provide the Purchaser or its Representatives with access to or to disclose (i) information the disclosure of which would violate applicable Law, (ii) any privileged information of the Sellers or (iii) any Tax Returns required to be filed with respect to the Sellers on a consolidated, combined or unitary basis.

Section 5.3 Approvals and Consents; Cooperation; Notification.

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

(b) In connection with and without limiting the foregoing, the Sellers shall give any notices to third parties required under Assigned Contracts, and the Sellers shall, at the Purchaser's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with the Purchaser in endeavoring to obtain third-party consents to any Assigned Contracts that cannot be transferred or assigned effectively without the consent of such third parties (after giving effect to the Sale Order and the Bankruptcy Code). Nothing in this Section 5.3(b) shall require the Sellers or any of their Affiliates to make any expenditure or incur any obligation on its own or on behalf of the Purchaser unless funds in the full amount thereof are advanced to the Sellers in cash.

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

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

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

Section 5.5 Employee Matters.

(a) Purchaser hereby acknowledges and agrees that each of the individuals listed on Schedule 5.5(a) (each, an "**Offer Employee**"), shall receive an offer of employment from the Purchaser at least five (5) Business Days prior to the Closing Date (provided such Offer Employee remains employed by the Sellers at such time). Subject to the provisions of this Section 5.5(a), each offer of employment shall be subject to the Closing and effective on the later of (i) the Closing and (ii) January 1, 2024 (such date the "**Transfer Date**") and provide for a position substantially similar to that such individual held as of immediately prior to the Closing. Each Offer Employee who accepts the offer of employment pursuant to this Section 5.5(a) and commences employment with the Purchaser shall be deemed a "**Transferred Employee**" as of the Transfer Date. For a period of commencing on the Transfer Date and continuing through the first (1st) anniversary of the Closing Date, the Purchaser shall or shall cause one of its Affiliates to provide the Transferred Employees, for so long as they remain employed, with (i) base salary or wage rate substantially comparable in the aggregate to that in effect with respect to each such Transferred Employee immediately prior to the Closing and (ii) employee benefits that are substantially comparable in the aggregate to the employee benefits provided to similarly situated employees of the Purchaser. The Sellers shall cease to employ the Transferred Employees immediately prior to the Closing.

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

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

(d) The Parties agree to cooperate in good faith, including by sharing information about terminations of employment in a timely manner, to determine whether any notification may be required under the WARN Act as a result of the transactions contemplated by this Agreement. Purchaser shall be responsible for providing any notice (or pay in lieu of notice) required pursuant to the WARN Act with respect to a layoff or plant closing involving Transferred Employees that occurs on or after the Closing. Sellers and its respective Affiliates shall be responsible for providing any such notice (or pay in lieu of notice) with respect to a layoff or plant closing occurring prior to the Closing and on or after the Closing with respect to any employees who do not become Transferred Employees.

(e) For the avoidance of doubt, any liabilities with respect to any severance, termination pay or other similar benefits or amounts due to (i) any employee of Sellers other than an Offer Employee or (ii) any Offer Employee who rejects an offer of employment made by the Purchaser or one of its Affiliates or who terminates his or her employment so as not to transfer to the Purchaser or one of its Affiliates shall be Excluded Liabilities. Prior to the Closing, the Sellers

shall terminate Sellers' Severance Plan dated April 21, 2021 and the Sellers' Severance Plan (Below VP), dated July 24, 2022, in each case in accordance with the terms of such plans.

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

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

ARTICLE VI

BANKRUPTCY COURT MATTERS

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

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

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

Section 6.4 Cooperation with Respect to Bankruptcy Court Approval. The Purchaser shall take such actions as are reasonably requested by the Sellers to assist in obtaining entry by the

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

Section 6.5 Bankruptcy Court Filings. The Sellers shall:

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

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

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

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

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

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Obligation of the Sellers and the Purchaser. The respective obligations of each Party to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing of the following condition: there shall not be in effect any Order by a Governmental Entity of competent jurisdiction restraining, enjoining or having the effect of making the transactions contemplated by this Agreement or the Ancillary Documents

illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Documents. No applicable Law shall have been enacted, entered, promulgated and remain in effect that prohibits or makes illegal the consummation of the transactions contemplated by this Agreement or the Ancillary Documents.

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

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

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

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

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

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

(a) *Representations and Warranties*. (i) The Seller Specified Representations shall be true and correct in all material respects at and as of the date of this Agreement and at and as of the Closing as though made at and as of the Closing, and (ii) the representations and warranties of the Sellers set forth in Article III shall be true and correct, determined without regard to any qualification as to materiality or "Material Adverse Effect", at and as of the date of this

Agreement and at and as of the Closing as though made at and as of the Closing except, with respect to this clause (ii), for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that, in each case of the foregoing clauses (i) and (ii), any representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth above), only as of such date or period.

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

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

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

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

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

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

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

ARTICLE VIII

TERMINATION

Section 8.1 Termination.

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

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

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

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

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

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

(v) by the Purchaser, if the Petition Date shall not occur on or prior to the first calendar day after the date of this Agreement;

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

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

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

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

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

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

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

(xiii) by the Purchaser, if the Bankruptcy Court has not entered the Bidding Procedures Order by October 30, 2023, subject to adjustment based on the availability of the Bankruptcy Court, or if the Bidding Procedures Order has been entered by such date but is stayed, stayed pending appeal, reversed or vacated, or if such Bidding

Procedures Order has been entered by such date but has been amended, supplemented or otherwise modified without the prior written consent of the Purchaser;

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

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

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

Section 8.2 Effect of Termination.

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

(b) In the event that this Agreement is terminated for any reason other than by the Sellers pursuant to Section 8.1(a) or Section 8.1(b)(iii), the Sellers shall, without the requirement of any notice or demand from the Purchaser or any application to or order of the Bankruptcy Court, promptly, but in no event later than two days after being notified of such by the Purchaser, pay all of the documented out-of-pocket expenses incurred by the Purchaser in connection with this Agreement and the transactions contemplated by this Agreement in an amount not greater than $250,000 (the "**Expense Reimbursement Amount**"), in each case payable by wire transfer of same day funds.

(c) The Expense Reimbursement Amount shall, pursuant to the Bidding Procedures Order, constitute allowed administrative expenses of the Sellers estates under Section 503(b) of the Bankruptcy Code.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Tax Matters.

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

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

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

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

or (iii) any audit or other examination by any Taxing Authority, or any judicial or administrative proceeding relating to Taxes respect of the Acquired Assets.

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

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

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

Section 9.5 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (i) when delivered personally by hand, (ii) when sent by email (with written confirmation of transmission) or (iii) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Party pursuant to this Section 9.5):

if to the Purchaser, to:

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

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

with copies (which will not constitute notice) to:

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

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

and

if to the Sellers, to:

Zymergen Inc.
5980 Horton street, Suite 105
Emeryville, CA 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

Section 9.6 Descriptive Headings; Interpretative Provisions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or

Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on other than a Business Day, the Party having such right or duty shall have until the next Business Day to exercise such right or discharge such duty. Unless otherwise indicated, the word "day" shall be interpreted as a calendar day. References to "dollars" or "$" mean United States dollars, unless otherwise clearly indicated to the contrary. No summary of this Agreement prepared by or on behalf of any Party shall affect the meaning or interpretation of this Agreement. Each reference in this Agreement to "the date of this Agreement," "as of the date hereof" or words of similar import shall refer to October 3, 2023.

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

Section 9.8 Entire Agreement; Amendments and Waivers. This Agreement, the Ancillary Documents, the Exhibits and Schedules hereto and thereto, constitute the entire agreement and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

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

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

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

the County of New Castle, State of Delaware, shall have jurisdiction. Each Party hereby consents to service of process in the manner and at the address set forth in Section 9.5.

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

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

Section 9.11 Amendments and Waivers. Subject to Section 9.12, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Purchaser and the Sellers, or in the case of a waiver, by the party against whom the waiver is to be effective. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 9.12 No Assignment or Benefit to Third Parties. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other Party, except that (a) the Purchaser may assign any or all of its rights or obligations under this Agreement to one or more of its Affiliates, (b) the Purchaser may assign any or all of its rights to receive assignment of any Acquired Assets hereunder to any third party and (c) the Sellers may assign any or all of its rights or delegate any or all of its obligations hereunder to successor entities (including any liquidating trust) pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court, in the case of each clause (a) to (c) without any other Party's consent. Without limiting the

generality of the provisions of Section 1.9, no assignment of any obligations under this Section 9.12 will relieve the Parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to the Sellers or the Purchaser will also apply to any such assignee *mutatis mutandis* unless the context otherwise requires. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Purchaser and the Sellers and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

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

Section 9.14 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority of competent jurisdiction to be invalid, void or unenforceable, or the application of such provision, covenant or restriction to any Person or any circumstance, is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision, covenant or restriction to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction and the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 9.15 Specific Performance. Each Party acknowledges that irreparable damage would occur in the event that any covenant herein were not to be performed in accordance with its terms. Each Party shall therefore be entitled, in addition to any other remedies that may be available, to seek one or more injunctions to prevent any breach of covenant and to obtain specific performance of the terms of this Agreement, without posting bond or other undertaking. If any Action is brought by a Party to enforce this Agreement, the Party against whom such Action is brought shall waive the defense that there is an adequate remedy at Law.

Section 9.16 Privileged Communications. The Purchaser acknowledges and agrees that MNAT has acted as counsel to the Seller in connection with the negotiation of this Agreement and the consummation of the Transactions, as well as the preparation for, and conduct of, the bankruptcy proceedings contemplated by this Agreement. Each of the Parties agrees that all communications between MNAT and the Seller that relate to the negotiation, documentation and consummation of the Transactions, the bankruptcy proceedings contemplated by this Agreement or any dispute arising under this Agreement (collectively, the "**Privileged Communications**") shall be deemed to be attorney-client privileged, and that the Privileged Communications and the expectation of client confidence relating thereto shall belong solely to the Seller, shall be controlled by the Seller and shall not pass to or be claimed by the Purchaser or any of its Affiliates. Each of the Parties further agrees that if the Transactions are consummated: (i) the Purchaser shall have no right of access to or control over any of MNAT's records related to such Transactions, (ii)

notwithstanding anything to the contrary in this Agreement, the Seller shall have no obligation to include in the Transferred Books and Records any records of any Privileged Communications and (iii) because it may be impracticable to remove from the Transferred Books and Records all records of any Privileged Communications, the Purchaser shall not, and shall cause its Affiliates not to, use or rely upon any records of Privileged Communications that may remain in the Transferred Books and Records, and no attorney-client privilege, attorney work product or other applicable evidentiary privilege or protection shall be waived or is intended to be waived with respect to any such Privileged Communications that may remain in the Transferred Books and Records. Notwithstanding the second sentence of this Section 9.16, in the event that a dispute arises between the Purchaser, on the one hand, and a third party other than the Seller, on the other hand, the Purchaser or any of its Affiliates may assert the attorney-client privilege to prevent the disclosure of any Privileged Communications to such third party; provided, however, that neither the Purchaser nor any of its Affiliates may waive such privilege without the prior written consent of the Seller.

ARTICLE X

DEFINITIONS

As used herein, the terms below shall have the following meanings:

"Action" means any action, suit, claim, complaint, litigation, investigation, audit, proceeding, arbitration or other similar dispute.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, the Purchaser and the Sellers shall not be deemed to be Affiliates of each other.

"Agreement" has the meaning set forth in the Preamble and shall include the Exhibits and Schedules annexed hereto or referred to herein.

"Alternative Transaction" means a transaction or series of related transactions pursuant to which Sellers accepts a bid for all or a substantial and material portion of the Acquired Assets or any group of assets that includes all or a substantial and material portion of the Acquired Assets, from a Person other than Purchaser or any Affiliate of Purchaser, as the highest or best offer, in accordance with the Bidding Procedures Order.

"Ancillary Documents" means the Bill of Sale and Assignment Agreement, Intellectual Property Assignment Agreements and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties thereto in connection with the consummation of the Transactions.

"Auction" has the meaning set forth in the Bidding Procedures.

"Back-Up Bidder" has the meaning set forth in the Bidding Procedures.

"Bidding Procedures" means the bidding procedures in the form attached as Exhibit A to the Bidding Procedures Order with such changes that are reasonably acceptable to the Purchaser and the Sellers, to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Order" means the Order of the Bankruptcy Court in the form attached hereto as Exhibit A with such changes that are reasonably acceptable to the Purchaser and the Sellers.

"Books and Records" means all books, ledgers, files, reports, plans, records, manuals, documents and other materials (in any form or medium) of, or otherwise in the possession, custody or control of, the Sellers in connection with, or relating to, the Business, the Acquired Assets, the Assumed Liabilities, or the operations of the Sellers.

"Business Day" means any day, other than a Saturday, Sunday or any day which is a legal holiday under the Laws of the State of Delaware or on which banking institutions located in the State of Delaware are authorized or required by applicable Law or other governmental action to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any agreement, commitment, promise, undertaking, contract, subcontract, purchase order, settlement agreement, lease, sublease, instrument, permit, concession, franchise, binding understanding, note, option, bond, mortgage, indenture, trust document, loan or credit agreement, license, sublicense, insurance policy or other legally binding commitment or instrument, whether written or oral.

"Copyrights" means all published and unpublished works of authorship (including with respect to Software), whether copyrightable or not, copyrights therein and thereto, and any other copyrightable subject matter, and all common law rights and moral rights thereto.

"Encumbrance" means any lien, pledge, hypothecation, mortgage, deed of trust, security interest, encumbrance, covenant, charge, claim, lease, sublease, option, right of first refusal, easement, servitude, restrictive covenant, encroachment, right of use or possession, right of way, encroachment, occupancy right, preemptive right, community property interest or restriction of any nature, whether arising prior to or subsequent to the commencement of the Chapter 11 Case, and whether imposed by Law, Contract or otherwise.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

"Excluded Matter" means the effect of (a) any change in the United States or foreign economies or financial markets in general, (b) any change that generally affects the businesses in which a Seller operates, (c) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, (d) any change in applicable Laws or accounting rules, (e) any actions taken by the Purchaser or any of its Affiliates (other than those expressly required or permitted to be taken hereunder), (f) any effect resulting from the public announcement of this Agreement or the Chapter 11 Case or (g) any effect resulting from or relating to (i) the commencement or filing of the Chapter 11 Case, (ii) any concurrent ancillary filing by a Subsidiary or Affiliate of the Sellers that is not a party to this Agreement under a similar foreign insolvency regime or (iii) any Sellers' inability to pay certain prepetition obligations as a result of the commencement of the Chapter 11 Case; *provided*, *however*, that with respect to clauses (a), (b), (c) and (d), such event, change, effect, condition or occurrence does not disproportionately adversely affect the Business, taken as a whole, as compared to other similarly situated businesses; and, *provided*, *further*, that the incremental effect of any change on the Acquired Assets, considered as a whole, or on the Business that first occurs or is first reasonably anticipated to occur after the date of this Agreement in connection with any epidemic, pandemic or disease outbreak (including COVID-19) shall not be an Excluded Matter for any purpose under this Agreement.

"Final Order" means an order or judgment of the Bankruptcy Court entered by the clerk of the Bankruptcy Court on the docket in the Chapter 11 Case which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, either (i) no stay of such order or judgment shall be in effect, (ii) no motion or application for a stay of the order or judgment shall be filed and pending or such motion or application shall have been denied, or (iii) if such a stay shall have been granted, then (x) the stay shall have been dissolved or (y) such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause such order not to be a Final Order.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any U.S. or non-U.S. governmental or regulatory authority, agency, commission, body, court or other legislative, executive, judicial, or administrative governmental entity at any level, or any agency, department or instrumentality thereof.

"Indebtedness" means, with respect to any Person, (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes or similar instruments, (c) all Indebtedness of others secured by any Encumbrance on owned or acquired property of the reference Person, whether or not the Indebtedness secured thereby has been assumed, (d) all

guarantees (or any other arrangement having the economic effect of a guarantee) of Indebtedness of others, (e) all obligations, contingent or otherwise, of such Person as an account party in respect of financial guaranties, letters of credit, letters of guaranty, surety bonds and other similar instruments, (f) all obligations representing the deferred and unpaid purchase price of property (other than trade payables incurred in the ordinary course of business consistent with past practice), (g) all obligations, contingent or otherwise, in respect of bankers' acceptances and (h) net cash payment obligations of such Person under swaps, options, derivatives and other hedging agreements or arrangements that will be payable upon termination thereof (assuming they were terminated on the date of determination).

"Intellectual Property Rights" means all intellectual property rights and proprietary rights of any kind or nature arising in any jurisdiction of the world, including all rights in any : (a) trademarks, service marks, trade names, corporate names, symbols, logos, trade dress and other identifiers of origin, in each case, whether or not registered, and any and all common law rights thereto ("**Trademarks**") (b) Trade Secrets; (c) Copyrights; (d) internet domain names and URLs; (e) social media handles and accounts; (f) rights of publicity; and (g) all applications for, and registrations of, any of the foregoing.

"IRS" means the Internal Revenue Service of the United States.

"IT Assets" means technology devices, computers, Software, servers, networks, workstations, routers, hubs, circuits, switches, data communications lines, and all other information technology equipment, and all data stored therein or processed thereby, and all associated documentation.

"Knowledge of the Sellers" means the actual knowledge of each of Celeste Ferber, Claire Smith, John Schiffhauer and Amanda Treleaven.

"Law" means any U.S. or non-U.S. federal, state, provincial or local law, statute, code, ordinance, rule, regulation, Order, stipulation, award or common law requirement, including the Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010.

"Lease" means any lease, sublease or similar Contract, under which the Sellers or any of its Subsidiaries is the landlord, sublandlord, tenant, subtenant, occupant, lessee or lessor of real property.

"Liability" means any debt, loss, liability, claim (including "claim" as defined in the Bankruptcy Code), commitment, undertaking, damage, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, disclosed or undisclosed, express or implied, primary or secondary, direct or indirect, matured or unmatured, fixed, absolute, contingent, accrued or unaccrued, asserted or not asserted, liquidated or unliquidated, and whether due or to become due, and whether in contract, tort or otherwise.

"Licensed IP" means any Intellectual Property Rights or Technology that is licensed to, or subject to a covenant not to sue, release, standstill or other right (whether express or implied) for the benefit of, the Sellers.

"Material Adverse Effect" means any event, change, effect, condition, state of facts, development or occurrence (regardless of whether such event, change, effect, condition, state of facts, development or occurrence constitutes a breach of any representation, warranty or covenant of the Sellers hereunder) which has had or would reasonably be expected to have, individually or when considered together with any other events, changes, effects, conditions, states of facts, developments or occurrences, (a) a material adverse effect on or a material adverse change in or to the Acquired Assets, considered as a whole, (b) a material and adverse effect on the ability of the Sellers to consummate the Transactions or perform their obligations under this Agreement or (c) the effect of preventing or materially delaying the consummation of the Transactions, other than, in the case of clause (a), an event, change, effect, condition or occurrence resulting from an Excluded Matter.

"MNAT" means Morris, Nichols, Arsht & Tunnell LLP.

"Non-Exclusive License" means the Intercompany License Agreement, dated as of October 19, 2022, by and between the Purchaser and Zymergen Inc.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of, or entered, issued, made or rendered by, a Governmental Entity, or any settlement agreement entered in connection therewith.

"Patents" means patents and patent applications, invention disclosures and rights in respect of utility models or industrial designs, including all related continuations, continuations-in-part, divisionals, reissues, re-examinations, renewals, revisions, supplementary protection certificates, substitutions and extensions thereof.

"Permits" mean all licenses, permits, franchises, approvals, registrations, listings, authorizations, consents or orders of, or filings with, any Governmental Entity.

"Permitted Post-Closing Encumbrances" means any Encumbrance that is not extinguished by the Sale Order under applicable Law, it being understood that the Sale Order shall extinguish Encumbrances to the maximum extent permissible under applicable Law.

"Permitted Pre-Closing Encumbrances" means, prior to the Closing Date, (i) liens for Taxes not yet due and payable or being contested in good faith by appropriate proceedings, (ii) liens approved or granted to any Person by the Purchaser or any of its Affiliates at or after the Closing or that otherwise arise out of or result from any action by the Purchaser or any of its Affiliates, (iii) liens and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen imposed by applicable Law, (iv) liens securing rental payments under capitalized lease obligations, (v) pledges or deposits incurred under worker's compensation, unemployment insurance and social security Laws to the extent required by applicable Law, (vi) rights of landlords, lessors or renters pursuant to ground leases, leases, subleases, concessions or similar agreements not yet due or payable or that are being contested in good faith and that are not material in amount or effect on the Business, (vii) defects or imperfections of title, easements, declarations, covenants, rights-of-way, restrictions and other charges, instruments or encumbrances that apply to but do not materially affect the use of real estate as used by the Business, (viii) Encumbrances extinguished by the Sale Order and (ix)

licenses or other grants of rights to use or practice Intellectual Property Rights under an Assigned Contract.

"Person" means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

"Personal Information" means any information or data that alone, or together with any other data or information, identifies or could reasonably be used to identify any person or device, or browser, including individually identifiable healthcare information.

"Privacy Laws" means all applicable Laws, or standards imposed by self-regulatory organizations, that apply to the Processing of Personal Information, including the General Data Protection Regulation (Regulation 2016/679) of the European Union and the California Consumer Privacy Act.

"Process" or "Processing" means the collection, use, storage, distribution, transfer, protection, disclosure or disposal of, or other action taken regarding, Personal Information.

"Purchaser Specified Representations" means the representations and warranties contained in Section 4.1, Section 4.2, Section 4.3 and Section 4.5.

"Registered Intellectual Property" means all applications, registrations and filings for Intellectual Property Rights that have been registered or filed with or by, or are the subject of an application before, any Governmental Entity, social media registrar or internet domain name registrar, including the United States Patent and Trademark Office, including issued Patents and Patent applications and internet domain name registrations.

"Representatives" means, when used with respect to any Person, the directors, officers, partners, managers, employees, consultants, financial advisors, accountants, counsel, investment bankers and other agents, advisors and representatives of such Person and its Subsidiaries.

"Sale Hearing" means the hearing conducted by the Bankruptcy Court to approve the Transactions.

"Sale Order" means an Order of the Bankruptcy Court in the form attached hereto as Exhibit D, with such changes that are reasonably acceptable to the Purchaser and the Sellers accept in their respective sole discretion, that has not been stayed, vacated or stayed pending appeal, authorizing and approving the sale of the Acquired Assets to the Purchaser on the terms and conditions set forth herein.

"Seller Intellectual Property" means all Intellectual Property Rights owned (whether solely or jointly) by the Sellers, and all of the Sellers' rights, title and interests therein or thereto.

"Seller IT Assets" means the IT Assets owned, used or held for use by the Sellers.

"Seller Plan" means any benefit or compensation plan, program, policy, practice, agreement, contract, arrangement or other obligation, whether or not in writing and whether or not

funded, in each case, which is sponsored or maintained by, or required to be contributed to, or with respect to which any potential liability is borne by the Sellers or any of its Subsidiaries. Seller Plans include, but are not limited to, "employee benefit plans" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, employment, consulting, retirement, severance, separation, termination or change in control agreements, relocation, repatriation, expatriation, termination pay, performance awards, bonuses, incentives, stock options, stock purchases, stock bonuses, phantom stock, stock appreciation rights, supplemental retirement, deferred compensation, profit sharing, insurance, medical, fringe or other benefits, compensation or remuneration of any kind.

"Seller Specified Representations" means the representations and warranties contained in Section 3.1, Section 3.2, Section 3.3, Section 3.5 and Section 3.6.

"Seller Technology" means the Technology owned, used or held for use by the Sellers.

"Software" means any and all (a) computer programs and other software, including software implementations of algorithms, models, and methodologies, whether in source code, object code or other form, including libraries, subroutines and other components thereof, together with input and output formats; (b) computerized databases and other computerized compilations and collections of data or information, including all data and information included in such databases, compilations or collections (whether machine readable or otherwise); (c) screens, user interfaces, application programming interfaces, command structures, report formats, templates, menus, buttons and icons; (d) descriptions, flow-charts, architectures, development tools, and other materials used to design, plan, organize and develop any of the foregoing; and (e) all documentation, including development, diagnostic, support, user and training documentation related to any of the foregoing.

"Stanford Lease" means that certain AIR Standard Industrial/Commercial Multi-Tenant Lease, dated July 10, 2019, by and among Libitzky Holdings, L.P., Kenneth J. Schmier, and Zymergen Inc., as amended by that First Amendment to Lease, dated October 1, 2020, by and between LPC Stanford, LLC and Zymergen Inc. and that Second Amendment to Lease, dated as of February 19, 2021, by and between LPC Stanford, LLC and Zymergen Inc.

"Subsidiary" means with respect to any Person, any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries, or (b) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Tax" or "Taxes" means any and all U.S. federal, state, local and non-U.S. taxes, assessments, levies, duties, tariffs, imposts and other similar charges and fees imposed by any

Governmental Entity, including income, franchise, windfall or other profits, gross receipts, property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, excise, withholding, ad valorem, stamp, transfer, value-added, occupation, environmental, disability, real property, personal property, registration, alternative or add-on minimum, or estimated tax, including any interest, penalty, additions to tax and any additional amounts imposed with respect thereto.

"Tax Return" means any report, return, information statement, certificate, claim for refund, election, estimated Tax filing or declaration filed or required to be filed with any Governmental Entity with respect to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

"Taxing Authority" means any federal, state, local or foreign Governmental Entity or authority responsible for the imposition, collection or administration of any Tax.

"Technology" means data, information, materials and know-how, whether in electronic, written or other media, including technology, inventions, ideas, methods, discoveries, formulae, models, specifications, protocols, patterns, research in progress, designs, documentation (including bill of materials, build instructions and test reports), schematics, drawings, plans, diagrams, flowcharts, blueprints, layouts, reports, algorithms, routines, Software, databases, lab notebooks, equipment, processes, procedures, sequences, compositions of matter, compounds, biological materials (including cell lines and strains), soil samples, articles of manufacture, tests, assays, techniques, strategies, prototypes and devices. Technology does not include Intellectual Property Rights in any of the foregoing.

"Trade Secrets" means trade secrets and rights in confidential or proprietary information including Technology, in each case, whether or not embodied in any tangible form.

"Transactions" means the transactions contemplated by this Agreement.

Terms Defined Elsewhere. The following terms are defined elsewhere in this Agreement, as indicated below:

Term	Section
Acquired Assets	Section 1.1
Acquisition	Recitals
Assigned Contracts	Section 1.1(b)
Assumed Liabilities	Section 1.3
Avoidance Actions	Section 1.1(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bill of Sale and Assignment Agreement	Section 2.2(a)(i)
Business	Recitals
Business Personal Property	Section 1.1(c)
Chapter 11 Case	Recitals
Closing	Section 2.1

Closing Date....Section 2.1
Cure Costs....Section 1.5(a)
Deposit....Section 1.6(b)
Designated Parties....Section 1.1(g)
Designation Deadline....Section 1.5(d)
Designation Period....Section 1.5(f)
Designated Purchaser....Section 1.9
Enforceability Limitations....Section 3.2
Excluded Assets....Section 1.2
Excluded Liabilities....Section 1.4
Escrow....Section 1.6(b)
Escrow Holder....Section 1.6(b)
Expense Reimbursement Amount....Section 8.2(b)
Final Allocation....Section 1.8
Initial Deposit....Section 1.6(b)
Intellectual Property Assignment Agreement....Section 2.2(a)(ii)
Necessary Consent....Section 1.5(c)
Offer Employee....Section 5.5(a)
Open Contract....Section 1.5(f)
Open Contract Expenses....Section 1.5(f)
Outside Date....Section 8.1(a)
Party....Preamble
Paying Party....Section 9.1(c)
Periodic Taxes....Section 9.1(b)
Petition Date....Recitals
Pleadings....Section 6.5(d)
Post-Closing Designation Notice....Section 1.5(d)
Pre-Closing Designation Deadline....Section 1.5(d)
Pre-Hearing Designation Deadline....Section 1.5(d)
Privileged Communications....Section 9.16
Proposed Allocation....Section 1.8
Purchase Price....Section 1.6(a)(i)
Purchaser....Preamble
Purchaser Default Termination....Section 1.6(b)
Reimbursing Party....Section 9.1(c)
Sale Motion....Section 6.2
Sellers....Preamble
Seller Disclosure Letter....Article III
Termination Fee....Section 8.2(b)
Transfer Date....Section 5.5(a)
Transfer Taxes....Section 9.1(a)
Transferred Books and Records....Section 1.1(d)
Transferred Employee....Section 5.5(a)
Transferred Employee Records....Section 1.1(h)
WARN Act....Section 3.15

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

SELLERS:

ZYMERGEN INC.

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal

LODO THERAPEUTICS CORPORATION

By: _____
Name: Celeste Ferber
Title: President

ENEVOLV, INC.

By: _____
Name: Celeste Ferber
Title: President

GENESIS ACQUISITION SUB, LLC

By: _____
Name: Celeste Ferber
Title: President and SVP, Legal, Zymergen Inc., Managing member

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on their behalf as of the date first written above.

PURCHASER:

GINKGO BIOWORKS, INC.

By: Jason Kelly

Name: Jason Kelly
Title: Chief Executive Officer

Exhibit A

Form of Bidding Procedures Order

[*See Attached*]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (___) (Jointly Administered)

ORDER PURSUANT TO SECTIONS 105, 363, 364, 365 AND 541 OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2002, 6004, 6006 AND 9007 AND DEL. BANKR. L.R. 2002-1 AND 6004-1 (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS; (B) APPROVING THE DEBTORS' ENTRY INTO STALKING HORSE AGREEMENT AND RELATED BID PROTECTIONS; (C) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OR REJECTION OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (D) SCHEDULING AN AUCTION AND SALE HEARING; (E) APPROVING FORMS AND MANNER OF NOTICE OF RESPECTIVE DATES, TIMES, AND PLACES IN CONNECTION THEREWITH; AND (F) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the debtors and debtors in possession (the "Debtors") in the above-captioned jointly administered chapter 11 cases, for entry of an order, pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), (i) authorizing and approving certain proposed bidding procedures (as attached hereto as **Exhibit 1**, the "Bidding Procedures") governing the submission of competing proposals to purchase the

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined herein are defined in the Motion.

Acquired Assets pursuant to section 363 of the Bankruptcy Code, authorizing and approving the Debtors' entry into (but not consummation of) the Asset Purchase Agreement (substantially in the form attached to the Motion as **Exhibit B** and, together with all exhibits and schedules thereto, the "Stalking Horse Agreement"), by and among the Debtors and Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), pursuant to which the Debtors have agreed to sell the Acquired Assets to the Stalking Horse Bidder, subject to the terms and conditions contained in the Stalking Horse Agreement, (iii) approving the form and manner of notice of the sale of the Acquired Assets (the "Sale Notice"), (iv) scheduling a hearing for approval of the sale of the Acquired Assets (the "Sale Hearing") and setting other related dates and deadlines and (v) approving procedures for the assumption and assignment of the Debtors' executory contracts (the "Contracts") and unexpired leases (the "Leases") and the form of and manner of notice of proposed cure amounts; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and all other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and Local Rule 6004-1.

D. Good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Local Rule 2002-1(b) and all other interested parties.

E. The Debtors have articulated good and sufficient reasons for the Court to approve the Bidding Procedures. Such good and sufficient reasons were set forth in the Motion, are incorporated by reference herein, and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtors' estates and creditors. The Bidding Procedures and all such steps and expenses incurred by the Debtors 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 Debtors pursuant to section 363(b) of the Bankruptcy Code.

G. The Stalking Horse Agreement was entered into in good faith by the Debtors 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 Debtors have demonstrated compelling and sound business justifications for entering into the Stalking Horse Agreement and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

I. The sale of the Acquired Assets as contemplated in the Stalking Horse Agreement is in the best interests of the Debtors' estates, their creditors and all other parties in interest, and represents a reasonable exercise of the Debtors' 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: (i) the date, time and place of the Auction (if one is held), (ii) the Bidding Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the sale motion and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement, (vi) representations describing the proposed sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, (vii) the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtors and (viii) notice of the proposed assumption and assignment of Contracts and Leases to either an affiliate of the Stalking Horse Bidder or an affiliate of any designee of the Stalking Horse Bidder (such party, the "Contract Party") pursuant to the Stalking Horse Agreement (or to another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed Sale shall be required.

K. The Cure Notice attached hereto as **Exhibit 2** is reasonably calculated to provide all non-Debtor counterparties to the Debtors' Contracts and Leases with proper notice of the potential assumption and assignment of their Contract or Lease, the proposed cure amounts relating thereto and the related assumption and assignment procedures; provided that the mere listing of any Contract or Lease on the Cure Notice does not require or guarantee that such Contract

or Lease will be assumed and assigned, and all rights of the Debtors with respect to such Contracts and Leases are reserved.

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 Debtors' estates, their creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.

2. All objections filed, if any, in response to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or specifically addressed in this Order, and all reservations of rights included in such objections, are specifically overruled in all respects on the merits.

The Bidding Procedures

3. The Bidding Procedures, attached hereto as **Exhibit 1**, are approved, and the Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

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**: **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** is the deadline by which all Qualified Bids must be actually received by the parties specified in the Bidding Procedures (the "Bid Deadline").

b. **Auction**: **December 13, 2023 at 10:00 a.m. (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, Wilmington, DE 19801; provided, however, that the Debtors, in their discretion, shall have the right to hold the Auction at another place or virtually, with instructions for Qualified Bidders to participate to be provided prior to the Auction, with notice to all Qualified Bidders 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 Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek final approval at the Sale Hearing of the sale of the Acquired Assets to the Stalking Horse Bidder, in accordance with the terms of the Stalking Horse Agreement.

7. If the Auction is conducted, (i) each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the sale, (ii) each Qualified Bidder participating in the Auction shall be required to confirm that its Qualified Bid is a good faith, bona fide offer and it intends to consummate the proposed transaction if selected as the Successful Bidder and (iii) the Auction shall be conducted openly and shall be transcribed or videotaped.

Approval of Debtors' Entry into the Stalking Horse Agreement

8. The Debtors are hereby authorized to designate Gingko Bioworks Inc., together with any designated affiliate thereof, as the stalking horse bidder (the "Stalking Horse Bidder").

9. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to enter into and perform under the Stalking Horse Agreement, subject to the solicitation of higher or otherwise better offers for the Acquired Assets (as defined in the Stalking Horse Agreement) and entry of the Sale Order.

10. The Stalking Horse Agreement is authorized and approved in the form attached to the Bidding Procedures Motion as Exhibit B as the stalking horse bid for the Acquired Assets (the "Stalking Horse Bid").

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 Agreement 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 Agreement 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 Agreement 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. The Expense Reimbursement (as defined in the Stalking Horse Agreement, and collectively, the "Bid Protections") is approved in its entirety. The obligation of the Debtors

to pay the Bid Protections shall (i) be subject to the terms of the Stalking Horse Agreement, (ii) be the joint and several obligation of the Debtors, (iii) constitute an administrative expense of the Debtors 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, and (iv) survive the termination of the Stalking Horse Agreement, or dismissal or conversion of the Bankruptcy Case.

14. Subject to the Bidding Procedures and entry of the Sale Order, the Debtors and Stalking Horse Bidder are granted all rights and remedies provided to them under the Stalking Horse Agreement, including, without limitation, the right to specifically enforce the Stalking Horse Agreement (including with respect to the Bid Protections and the Deposit) in accordance with its terms.

15. The Debtors are authorized to perform all of their respective pre-closing obligations under the Stalking Horse Agreement, and such obligations shall be binding upon the Debtors; provided that, for the avoidance of doubt, consummation of the transactions contemplated by the Stalking Horse Agreement shall be subject to entry of an order approving the sale of the Acquired Assets (the "Sale Order") and the satisfaction or waiver of the other conditions to closing on the terms set forth in the Stalking Horse Agreement.

Hearing and Objection Deadline

16. The Sale Hearing shall take place in this Court on **December 18, 2023 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 these Cases or a notice of agenda. Any obligations of the Debtors set forth in the Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and/or entry of the Sale

Order pursuant to the Stalking Horse Agreement 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 Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Contract Party, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, **must**: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline, as applicable, by the following parties (the "Notice Parties"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

Sale Notice and Related Relief

18. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is hereby approved. Within three (3) days of the entry of this Order, the Debtors shall cause the Sale Notice to be served upon: (a) the United States Trustee for the District of Delaware; (b) the creditors listed on the Debtors' consolidated list of thirty (30) largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, or any official committee appointed in the Debtors' cases; (c) all parties asserting a security interest in the Acquired Assets to the extent any such interest is reasonably known to the Debtors; (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 Acquired Assets or that have been identified by the Debtors or their advisors as a potential purchaser of the Acquired Assets; (f) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Acquired Assets; (g) each counterparty to the Debtors' Contracts and Leases; and (h) all parties requesting notice pursuant to Bankruptcy Rule 2002.

Designation and Assumption Procedures

19. The procedures set forth below regarding the proposed assumption and assignment of certain Contracts and Leases that may be designated to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Contract Party (or the Successful Bidder selected at the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code (as defined in the Stalking Horse Agreement, collectively, the "Assigned Contracts and Leases") in connection with the sale of the Acquired Assets are hereby approved (the "Designation Procedures").

20. These Designation Procedures, as may be modified or supplemented by the Sale Order, shall govern the assumption and assignment of all Assigned Contracts and Leases:

a. **Cure Notice.** On or before the date that is three (3) business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court a notice of the proposed assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale, substantially in the form attached as **Exhibit 2** to the Bidding Procedures Order (the "Cure Notice"). The Debtors 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 Contract Party and the Stalking Horse Bidder. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Contract Party (as defined below) as either assumed or rejected and the timing and procedures relating to such designation, and, to the extent practicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Debtors' good faith estimates of the cure amounts required in connection with such Contract or Lease (the "Cure Amount"), (iv) the identity of the Contract Party and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure amount, and the procedures relating thereto; provided, however, that service of a Cure Notice does not constitute an admission that such Contract or Lease is an executory contract or unexpired lease. If the Debtors identify additional Contracts or Leases that might be assumed by the Debtors and assigned to the Contract Party, the Debtors will promptly send a supplemental Cure Notice to the applicable counterparties to such Contract or Lease.

b. **Adequate Assurance**. [The Debtors shall serve by overnight mail (or by electronic mail, if available) no later than three (3) business days after entry of the Bidding Procedures Order the evidence of adequate assurance of future performance under the Contracts and Leases provided in connection with the Stalking Horse Bidder, including the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee.] No later than three (3) days after the Bid Deadline, the Debtors shall serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail the adequate assurance information provided by each Qualified 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 Notice Parties before the Sale Objection Deadline.

Promptly following the Debtors' selection of the Successful Bidder and the Back-Up Bidder, if any, at the conclusion of the Auction, the Debtors shall announce the Successful Bidder and the Back-Up Bidder, if any, and shall file with the Court a notice of the Successful Bidder and the Back-Up Bidder, if any. If and only if the Stalking Horse Bidder is not the Successful Bidder for the Acquired Assets, counterparties to the Debtors' Contracts and Leases shall have until December 15, 2023, 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 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 applicable Debtor, the Debtors may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

e. **Post-Closing Assumption and Assignment**. During the thirty (30) days after the closing (the "Closing") of the Sale (the "Designation Period"), and subject to the terms and conditions set forth in the Successful Bidder Purchase Agreement, the Successful Bidder shall have the right, which right may be exercised at any time and from time to time, to provide written notice to the Debtors of the Successful Bidder's election to require the Debtors to assume the Contract(s) or Lease(s) identified in the subject Assumption Notice(s) and assign same to the Successful Bidder's designee.

In the case of any Contracts and Leases that the Debtors seek to assume and assign after the Closing Date pursuant to the Stalking Horse Agreement (or the asset purchase agreement of the Successful Bidder), within three (3) business days following receipt of a notification by the Successful Bidder that a Contract or Lease is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' intent to assume and assign such Contract or Lease (an "Assumption Notice"), substantially in the form attached hereto as **Exhibit 3** to the Bidding Procedures Order. The Debtors shall serve such Assumption Notice via

CM/ECF, electronic mail (if available), and first class mail on each of the following parties (the "Assumption Notice Parties"):

(i) each counterparty to any Contract or Lease (and their known counsel) to be assumed or assigned by the Debtors, (ii) the United States Trustee for the District of Delaware, (iii) counsel to any official committee appointed in the Debtors' cases, and (iv) counsel to the Stalking Horse Bidder or other Successful Bidder, as applicable.

The Assumption Notice shall set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Lease that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name and address of the affected counterparties or landlords (and their known counsel), (iii) a description of the deadlines and procedures for filing objections, if so permitted pursuant to the Designation Procedures set forth herein, to the Assumption Notice (as set forth below), and (iv) any proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course, if any. The assumption and assignment of each such Contract or Lease shall be effective as of the date of the applicable Assumption Notice without any further order of the Court, with objections to the proposed cure amount, if any, to be resolved thereafter as set forth below.

A party in interest may object to an Assumption Notice solely with respect to the proposed cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than seven (7) days after the date the Debtors served the applicable Assumption Notice.

If no permitted objection is timely filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract or Lease shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a permitted objection is timely filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. For the avoidance of doubt, any Contract or Lease set forth in an Assumption Notice that is the subject of a timely permitted objection shall be deemed assumed and assigned prior to resolution of such objection to the cure amount (i.e., as of the date of the filing of the applicable Assumption Notice).

21. 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 (i) shall be

forever barred, estopped and enjoined from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Contract Party or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such Contract or Lease and (b) asserting that the Contract Party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (ii) shall be deemed to consent to (a) the sale of the Acquired Assets as approved by the Sale Order and (b) the assumption and assignment of the Contracts and Leases; and (iii) shall be forever barred and estopped from asserting or claiming against the Debtors or the assignee of the relevant Contract or Lease that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

22. The proposed assumption and assignment of the Assigned Contracts and Leases and the Auction shall be conducted solely in accordance with the provisions of this Order, the Bidding Procedures and the Designation Procedures, as applicable.

23. Except as otherwise provided herein and in the Bidding Procedures, Local Rule 6004-1(c)(ii) is waived.

24. Nothing in this Order shall be construed to modify the requirements and provisions of sections 365(b), 365(d)(3), 365(d)(4) or 365(f) of the Bankruptcy Code, or to determine the effective date of rejection for any Contract or Lease which the Debtors may seek to reject.

Other Relief Granted

25. The Debtors are authorized to execute and deliver all instruments and documents and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

26. The Stalking Horse Bidder has standing to enforce the terms of this Order and the Debtors' pre-closing obligations under the Stalking Horse Agreement, 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.

27. The requirements set forth in Local Rule 9013-1 are satisfied by the contents of the Motion.

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.

EXHIBIT 1 To Bidding Procedures Order

Bidding Procedures

BIDDING PROCEDURES

On October 3, 2023, Zymergen Inc., Lodo Therapuetics Corporation, enEvolv, Inc., and Genesis Acquisition Sub, LLC, debtors and debtors in possession (collectively, the "Debtors") in the chapter 11 cases (the "Cases") pending in the United States Bankruptcy Court for the District of Delaware ("Court") and jointly administered under Case No. 23-11661 (___), filed a motion [D.I. [___]] (the "Sale Motion"), seeking, among other things, authorization for the Debtors to perform their obligations under that certain Asset Purchase Agreement (together with all exhibits thereto, the "Stalking Horse Agreement")[1] entered into by and among the Debtors and Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), substantially in the form attached to the Sale Motion as Exhibit B. As described in the Sale Motion, the Stalking Horse Agreement contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of the Acquired Assets in exchange for cash consideration in the amount of $5,000,000 plus the assumption of Assumed Liabilities.

The Stalking Horse Agreement 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 $250,000 (the "Expense Reimbursement"), and together with all other bid protections provided under the Stalking Horse Agreement (the "Bid Protections"), in each case, on the terms and conditions set forth in the Stalking Horse Agreement.

On [●], 2023, the Court entered the "*Order (A) Authorizing and Approving Bidding Procedures, (B) Authorizing and Approving the Debtors' Entry Into the Stalking Horse Agreement, (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 Debtors to perform their pre-closing obligations under the Stalking Horse Agreement and (ii) approved these bidding procedures set forth herein (the "Bidding Procedures") governing the submission of competing proposals to purchase the Acquired Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Acquired Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof, subject to the Debtors' selection in their reasonable discretion, after consultation with any official committee appointed in the Debtors' cases (the "Committee"), of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

Information required to be provided under these Bidding Procedures must be provided to the following parties (collectively, the "Notice Parties"): (a) the Debtors, 1440 Stanford Avenue, Emeryville, California 94608, Attn: Celeste Ferber; (b) Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Stalking Horse Agreement.

King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); and (d) counsel to the Committee.

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person (other than the Stalking Horse Bidder) interested in submitting a bid (an "Interested Party") must deliver to the Debtors, the following documents (the "Preliminary Bid Documents"):

(i) an executed confidentiality agreement on terms reasonably acceptable to the Debtors (each, a "Confidentiality Agreement");

(ii) a statement and other factual support demonstrating to the Debtors' satisfaction in the exercise of their reasonable business judgment that the Interested Party has a bona fide interest in purchasing the Acquired Assets; and

(iii) preliminary verbal or written proof by the Interested Party of its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include (a) current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), or (b) sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Potential Bidder in connection with the proposed transaction.

Due Diligence

An Interested Party must deliver the Preliminary Bid Documents (a "Potential Bidder") to be eligible to receive due diligence information concerning the Debtors and their assets. The Debtors will provide to each Potential Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request, provided that if any Potential Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Potential Bidder any trade secrets, proprietary information, or other commercially sensitive information unless, under the Debtors' business judgment in consultation with the Committee, the Confidentiality Agreement executed by such Potential Bidder (i) sufficiently protects the Debtors' estates, and (ii) contains appropriate provisions to ensure that such trade secrets or proprietary information will not be used by such Potential Bidder or its Affiliates for an improper purpose or to gain an unfair competitive advantage. Each Potential Bidder will comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Potential Bidder and its contemplated transaction. If the Debtors, after consultation with the Committee, determine at any time in their reasonable discretion that a Potential Bidder is not reasonably likely to be a Qualified Bidder (as defined below), then the Debtors' obligation to provide due diligence information to such Potential Bidder will terminate

and all information provided by the Debtors prior to such time shall be returned to the Debtors or destroyed in accordance with the terms of the applicable Confidentiality Agreement.

Bid Requirements

To be eligible to participate in the Auction, each Potential Bidder must submit a proposal to purchase the Acquired Assets (a "Bid") by December 5, 2023 at 4:00 p.m. (ET) (the "Bid Deadline") which must:

1) state that the applicable Potential Bidder offers to purchase the Acquired Assets upon substantially the terms and conditions set forth in the Stalking Horse Agreement pursuant to a transaction that is no less favorable to the Debtors' estates as the Debtors, in consultation with the Committee, may reasonably determine, than the transactions contemplated in the Stalking Horse Agreement;

2) be accompanied by a deposit (each, a "Good Faith Deposit") in the form of a wire transfer or certified check or such other form acceptable to the Debtors in their sole discretion, payable to the order of the Debtors, in an amount equal to 10% of the cash portion of the Purchase Price being bid;

3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the aggregate consideration set forth in the Stalking Horse Agreement, including the assumption of the Assumed Liabilities; (ii) the Expense Reimbursement, and (iii) the minimum bid increment of $100,000;

4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that, other than a Bid submitted by the Stalking Horse Bidder, 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 Debtors' consummation of a sale with the Successful Bidder;

5) include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (or in the case of the Stalking Horse Bidder, at the purchase price set forth in the Stalking Horse Agreement) (the "Transaction Documents"), which Transaction Documents must include a copy of the proposed asset purchase agreement marked against the Stalking Horse Agreement to show all changes requested by the Potential Bidder including, but not limited to, treatment of any assumed liabilities;

6) include a list which specifies in detail which of the Debtors' unexpired leases and executory contracts are to be assumed by the Debtors and

assigned to the Potential Bidder in connection with the consummation of the proposed transaction;

7) provide a commitment to close within [___] days after the Sale Hearing;

8) 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 Agreement;

9) include (i) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (ii) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;

10) contain written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price (including sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Potential Bidder in connection with the proposed transaction), satisfactory to the Debtors in their reasonable discretion after consultation with the Committee, with appropriate contact information for such financing sources;

11) contain written evidence satisfactory to the Debtors in their reasonable discretion after consultation with the Committee of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents;

12) not request or entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;

13) fully disclose the identity of each entity that will be bidding for the Acquired Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such Bid) such Bid (a "Participating Party"), and the

complete terms of any such sponsorship, participation, financing or benefit;

14) constitute a good faith, bona fide offer to effectuate the proposed transaction;

15) include a written acknowledgement by such Potential Bidder that it agrees to all of the terms for sale set forth in these Bidding Procedures;

16) include an agreement to provide any other information reasonably requested by the Debtors; and

17) be received by the Bid Deadline.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtors' reasonable determination after consultation with the Committee, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. Within three (3) business days after a Potential Bidder delivers all of the documents described above, the Debtors will determine in their reasonable discretion after consultation with the Committee whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse Bidder is a Qualified Bidder, (ii) the Stalking Horse Agreement is a Qualified Bid, and (iii) the Stalking Horse Bidder is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse Bidder.

"As Is, Where Is"

Any sale or transfer of the Acquired Assets will be on an "as is, where is" basis and without representations or warranties of any kind by the Debtors, their agents or the Debtors' chapter 11 estates, except and solely to the extent expressly set forth in a final purchase agreement approved by the Court as the Successful Bid. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtors' assets that are the subject of the Auction prior to making its Bid and that it has relied solely upon its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by the Court as the Successful Bid, all of the Debtors' right, title and interest in the Acquired Assets will be sold or transferred free and clear of all Encumbrances (other than Permitted Post-Closing Encumbrances) as proposed in the Stalking Horse Agreement, with any Encumbrances (other than Permitted Post-Closing Encumbrances) to attach to the proceeds of the sale of the Acquired Assets as provided in the proposed form of sale order attached to the Sale Motion.

Auction

Baseline Bid. No later than the commencement of the Auction, the Debtors will (i) notify all Qualified Bidders and Notice Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtors in their reasonable discretion after consultation with the

Committee (the "Baseline Bid"), and (ii) provide all Qualified Bidders and Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtors in their reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtors' determination of which Qualified Bid 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 Debtors reasonably deem relevant to the value of the Qualified Bid to the estates. No later than the day prior to the commencement of the Auction, each Qualified Bidder that has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction; provided that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid will nevertheless remain fully enforceable against such Qualified Bidder; provided further that the Stalking Horse Bidder will not be required to, but may, attend and participate at the Auction.

If no Qualified Bids (other than the Stalking Horse Bid) are received by the Bid Deadline, then the Auction shall be cancelled**,** the Stalking Horse will be deemed the Successful Bidder, the Stalking Horse Agreement will be the Successful Bid, and, at the Sale Hearing, the Debtors will seek final Court approval of the sale of the Acquired Assets to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement.

Auction Date and Location. The Auction will commence on or before December [13], 2023 at 10:00 a.m. (Prevailing Eastern Time) at the offices of **Morris Nichols Arsht & Tunnell, LLP, 1201 N. Market Street, Wilmington, DE 19801**, or on such other date and/or at such other location as determined by the Debtors. The Debtors may determine that the Auction will be held virtually.

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtors 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 Debtors' right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

Auction Procedures. The Debtors and their professionals will direct and preside over the Auction. At the start of the Auction, the Debtors will describe the terms of the Baseline Bid. All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtors will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, the Successful Bid and the Back-Up Bid. Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Acquired Assets. The Debtors, in their reasonable discretion after consultation with the Committee, reserve the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received.

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "Overbid"). The Debtors 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 consideration acceptable to the Debtors in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions in the applicable Transaction Documents or the Stalking Horse Agreement, the Debtors will provide notice to each participant of the value ascribed by the Debtors to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtors in their reasonable discretion after consultation with the Committee.

Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtors accept a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid (as defined below). To the extent not previously provided (which will be determined by the Debtors), a Qualified Bidder submitting an Overbid must submit at the Debtors' request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

Selection of Successful Bid

At the conclusion of the Auction, the Debtors, in the exercise of their reasonable business judgment, in consultation with the Committee, will select (i) the highest or otherwise best bid submitted by a Qualified Bidder during the Auction that the Debtors believe is most beneficial to the Debtors (the "Successful Bid"), and (ii) at the Debtors' discretion, the next highest or otherwise best bid after the Successful Bid (the "Back-Up Bid"); *provided* that the Stalking Horse may only be selected as the Back-Up Bid with the consent of the Stalking Horse Bidder (which consent may be withheld in the Stalking Horse Bidder's sole discretion). In selecting the Successful Bid and the Back-Up Bid, if any, the Debtors shall take into account the projected percentage recovery to general unsecured creditors and the certainty of such recovery and whether all administrative, priority and secured claims will be paid in full and may also consider, among other things: (i) the number, type and nature of any changes to the Stalking Horse Agreement which may delay closing of the contemplated transaction and the cost to the Debtors of such modifications or 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 Debtors' estates and (vi) any other factors the Debtors 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 that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder." The successful Bidder and Back-Up Bidder, following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of such Successful Bid or Back-Up Bid, as applicable.

The Auction will close when the Debtors announce that the Auction has concluded and a Successful Bid and, to the extent the Debtors determine, a Back-Up Bid, have been selected. Notwithstanding anything herein to the contrary, the Debtors are authorized, but not required, to select a Back-Up Bidder and a Back-Up Bid. For the avoidance of doubt, the Debtors will not consider or support any bid for any of the Acquired Assets (whether or not such bid is made by a Qualified Bidder) received after the close of the Auction.

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until 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 Debtors 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.

Implementation of the Sale

The hearing to authorize the sale of the Acquired Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtors to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Cases, a notice of agenda or stated orally on the record at a hearing before the Court. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtors, and the Debtors will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

If the Successful Bidder or the Back-Up Bidder (if the Successful Bidder fails to consummate the proposed transaction) fails to enter into an asset purchase agreement as promptly as practicable or consummate the proposed transaction consistent with the Successful Bid or Back-Up Bid (if applicable), because of a breach or failure to perform on the part of the Successful Bidder or Back-Up Bidder (if applicable), all parties in interest reserve the right to seek all available damages from the defaulting Successful Bidder or Back-Up Bidder (if applicable), including specific performance and retention of the Good Faith Deposit.

Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders at the Auction will be deemed to have consented to the jurisdiction of the Court with respect to all matters relating to the Auction, and waived any right to a jury trial in connection with any disputes relating to the Auction.

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Debtors in a non-interest-bearing escrow or trust account. Good Faith Deposits of Qualified Bidders, other than the Successful Bidder 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 Debtors will be entitled to retain such Good Faith Deposit as part of their damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Back-Up Bidder, if any, will be returned to the Back-Up Bidder, if any, within seven (7) days after the consummation of the sale with the Successful Bidder.

Reservation of Rights

The Debtors reserve the right, after consultation with the Committee, in their reasonable discretion and subject to the exercise of their business judgment, to alter or modify any Auction rules or procedures, to waive terms and conditions set forth herein with respect to all potential bidders, extend the deadlines set forth herein, alter the assumptions set forth herein, and/or to terminate discussions with any and all prospective acquirers and investors at any time and without specifying the reasons therefor, in each case to the extent not materially inconsistent with these Bidding Procedures, the Bidding Procedures Order and the Stalking Horse Agreement; provided that the Debtors shall only be permitted to modify or amend the terms of any Stalking Horse Agreement in accordance with the applicable Stalking Horse Agreement.

EXHIBIT 2 To Bidding Procedures Order

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (___) (Jointly Administered)

NOTICE OF (I) POSSIBLE TREATMENT OF CONTRACTS AND LEASES, (II) FIXING OF CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO

PLEASE TAKE NOTICE that, on October 3, 2023, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for (I) an Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures and Bid Protections for the Sale of Substantially All of the Debtors' Assets; (B) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (C) Scheduling an Auction and Sale Hearing; (D) Approving Forms and Manner of Notice of Respective Dates, Times, and Places In Connection Therewith; and (E) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Claims, Liens, and Encumbrances; and (B) Approving the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; and (III) Certain Related Relief* [D.I.___] (the "Sale Motion")[2], with the United States Bankruptcy Court for the District of Delaware (the "Court"), seeking, among other things, entry of an order (the "Sale Order") authorizing and approving: (a)

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined are defined in the Bidding Procedures or Sale Motion.

the sale (the "Sale") of certain assets (the "Acquired Assets") free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Post-Closing Encumbrances), with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that, on [●], 2023, the Court entered an order [D.I._____] (the "Bidding Procedures Order"), granting certain of the relief sought in the Sale Motion, including, among other things, approving: (a) the bid procedures (the "Bidding Procedures") for the Sale of the Acquired Assets; and (b) procedures for the designation of the assumption and assignment of the Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [●], United States Bankruptcy Judge, on **December 18, 2023, at [__:__ _.m.] (Prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801 to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the "Cure Notice") because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with one or more of the Debtors as set forth on Exhibit A

attached hereto (the "Contract and Lease Schedule").[3] If the Court enters the Sale Order, the Debtors may assume and assign to the Stalking Horse Bidder (or to another Successful Bidder selected at the Auction, if any) or reject the Contract and/or Lease listed on the Contract and Lease Schedule, to which you are a counterparty, either as of the Closing Date or a later date pursuant to the Stalking Horse Agreement or the Successful Bidder Purchase Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE that the Debtors have determined that the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Contracts and Leases (the "Cure Amounts") are in the total amount as set forth on the Contract and Lease Schedule attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amounts, object to the ability of the Debtors 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 December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and

[3] This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that if and only if the Stalking Horse Bidder is **not** the Successful Bidder for the Acquired Assets, counterparties to the Contracts and Leases shall have until the Sale Hearing 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 Debtors in this Cure Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the

Bankruptcy Code or otherwise from the Debtors or their estates (except, to the extent applicable, with respect to matters arising after the Closing and that are not otherwise paid in the ordinary course).

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment or related cure of a Contract or Lease in connection with the Sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing (or at a later date as fixed by the Court) provided that any such objection may be adjourned, in full or in part, by the Debtors to a later date by listing such adjournment in a notice of agenda or other notice filed on the docket of the cases and served on the affected counterparty.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby reserve all rights to amend, revise or supplement any documents relating to the Sale and/or to be executed, delivered, assumed and/or performed in connection with the Sale or the Stalking Horse Agreement or Successful Bidder Purchase Agreement, as applicable, including the Contract and Lease Schedule.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Cure Notice shall not be deemed to be an assumption, rejection, or termination of any of the Contracts and Leases. Moreover, the Debtors explicitly reserve their rights to reject or assume any of the Contracts and Leases pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of counterparties to the Contracts and Leases against the Debtors that may arise under such Contracts and Leases, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of counterparties to the Contracts and Leases against the Debtors that may arise under such Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 3 To Bidding Procedures Order

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (___) (Jointly Administered)

NOTICE OF ASSUMPTION AND ASSIGNMENT OF
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

PLEASE TAKE NOTICE that, on [●], 2023, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Interests, Claims, and Encumbrances; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Certain Related Relief* (the "Sale Order").[2]

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Order, the above-captioned debtors and debtors in possession (the "Debtors") hereby provide this "Notice of Assumption and Assignment of Unexpired Leases and Executory Contracts" (the "Assumption Notice")[3] of their 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 Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined herein are defined in the Sale Order.

[3] This notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This is not an admission by the Debtors that such contract or lease is executory or unexpired.

Debtors are assuming and assigning the Leases and Contracts to [●] (the "Buyer"). As determined by the Bankruptcy Court upon entry of the Sale Order, the Buyer has the financial wherewithal to meet all future obligations under the Leases and Contracts, and demonstrated that it has the ability to comply with the requirements of adequate assurance of future performance under section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, based on their books and records, the Debtors have identified on **Exhibit A** hereto certain cure amounts for the Leases and Contracts that have arisen solely following **[●], 2023** (the "Closing") and that have not otherwise been paid in the ordinary course (the "Additional Cure Amounts").

PLEASE TAKE FURTHER NOTICE that, should you object to the Additional Cure Amounts set forth in this Assumption Notice, you must file with the Court and serve an objection (an "Objection") on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on December 15, 2023** (the "Objection Deadline"): (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley

(bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any other orders of the Court; and (iii) state with specificity any cure amounts arising solely following the Closing alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Order, cure amounts with respect to the Leases and Contracts due as of the date of the Closing under section 365(b) of the Bankruptcy Code are not subject to objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Sale Order, if a permitted Objection is properly filed and served in accordance with the procedures set forth above, and the Debtors, the Buyer and the objecting party cannot consensually resolve the issue(s) raised in the Objection, a hearing will be scheduled to consider that Objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Sale Order, if no Objection is filed and served in accordance with the procedures set forth above, any non-Debtor party to such Lease or Contract shall be deemed to have consented to the Additional Cure Amounts set forth in this Assumption Notice.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Order and all other documents filed in these cases are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

Dated: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
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mtalmo@morrisnichols.com
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 4 To Bidding Procedures Order

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (___) (Jointly Administered)

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that, on October 3, 2023, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for (I) an Order Pursuant to Sections 105, 363, 364, 365 and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9007 and Del. Bankr. L.R. 2002-1 and 6004-1 (A) Approving Bidding Procedures for the Sale of Substantially All Assets of Debtors; (B) Approving the Debtors' Entry Into the Stalking Horse Agreement and Related Bid Protections; (C) Approving Procedures for the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; (D) Scheduling the Auction and Sale Hearing; (E) Approving Forms and Manner of Notice of Respective Dates, Times, and Places In Connection Therewith; and (F) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Claims, Liens, and Encumbrances; (B) Approving the Assumption and Assignment or Rejection of Designated Executory Contracts and Unexpired Leases; and (III) Certain Related Relief* [D.I.___] (the "Sale Motion")[2], with the United States Bankruptcy Court for the District of Delaware (the "Court"), seeking, among other things, entry of an order (the "Sale Order") authorizing and approving: (a)

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms not defined herein are defined in the Bidding Procedures or Sale Motion.

the sale (the "Sale") of certain assets (the "Acquired Assets"), to Ginkgo Bioworks Inc. (the "Stalking Horse Bidder"), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; and (b) certain procedures for the assumption and assignment of executory contracts (the "Contracts") and unexpired leases (the "Leases") in connection with the Sale.

PLEASE TAKE FURTHER NOTICE THAT THE DEBTORS ARE PROPOSING TO SELL THE ACQUIRED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS (OTHER THAN PERMITTED POST-CLOSING ENCUMBRANCES). IN CONNECTION WITH THE SALE, THE STALKING HORSE BIDDER AND OTHER PURCHASERS WILL ALSO BE SEEKING A FINDING FROM THE COURT THAT THEY ARE NOT LIABLE UNDER THEORIES OF "SUCCESSOR LIABILITY" FOR ANY LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS ARISING BEFORE THE CLOSING DATE.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, AND THE ABSENCE OF SUCCESSOR LIABILITY.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) of the Debtors consistent with the bid procedures (the "Bidding

Procedures") approved by the Court by entry of an order on [●], 2023 [D.I_____] (the "Bidding Procedures Order"). The deadline for each Potential Bidder to submit a proposal to purchase the Acquired Assets is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Bid Deadline"). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the "Auction") of the Acquired Assets on **December 13, 2023 at 10:00 a.m. (prevailing Eastern Time)** at the offices of **Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801** (or virtually, or at any other location as the Debtors may hereafter provide notice of in accordance with the Bidding Procedures and Bidding Procedures Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Judge [_____], United States Bankruptcy Judge, on **December 18, 2023 (prevailing Eastern Time)**, in Courtroom [●] of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, [●]th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures or Stalking Horse Agreement with respect to (i) matters arising under Contracts and Leases following the Closing or (ii) the assignment of Contracts and Leases to parties other than the Stalking Horse Bidder, the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Agreement or to entry of the Sale Order is **December 5, 2023 at 4:00 p.m. (Prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, must: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) the Debtors, 1440 Stanford Ave., Emeryville, California 94608, Attn: Celeste Ferber, President and Senior Vice Presidant of Legal; (b) proposed counsel to the Debtors, Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington Delaware 19801, Attn: Derek C. Abbott (dabbott@morrisnichols.com), Curtis S. Miller (cmiller@morrisnichols.com), Matthew O. Talmo (mtalmo@morrisnichols.com), and Sophie Rogers Churchill (srchurchill@morrisnichols.com); (c) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"): 844 King Street, Room 2207, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov); (d) counsel to any official committee of unsecured creditors appointed in the cases (the "Committee"); and (e) counsel to Ginkgo Bioworks Inc.: Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley (bromleyj@sullcrom.com) and Nicholas R. Baker (bakern@sullcrom.com).

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and proposed Sale Order

(and all exhibits thereto) are available for review free of charge by accessing https://dm.epiq11.com/Zymergen.

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: October 3, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Derek C. Abbott (No. 3376)
Curtis S. Miller (No. 4583)
Matthew O. Talmo (No. 6333)
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cmiller@morrisnichols.com
mtalmo@morrisnichols.com
srchurchill@morrisnichols.com

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit B

Form of Bill of Sale and Assignment Agreement

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 (the "**Sellers**"), and Ginkgo Bioworks, 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 October 3, 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 Asserts and assumption, satisfaction, discharge and performance when 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 sells, transfers, assigns, conveys and delivers to the Purchaser, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Acquired Assets, effective as of the Closing (or, with respect to any Assigned Contract assumed by the Purchaser following the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption). 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, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under the Acquired Assets, effective as of the Closing (or, with respect to any Assigned Contract assumed by the Purchaser following the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption).

Section 2. Assumption of Liabilities. The Purchaser hereby assumes and agrees to satisfy, discharge and perform when due all of the Assumed Liabilities effective as of the Closing (or, with respect to Assumed Liabilities under Assigned Contracts that are assumed by the Purchaser after the Closing as provided in Section 1.5 of the Purchase Agreement, such later date of assumption) 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 9.9(C) OF THE PURCHASE AGREEMENT.

Section 10. Absolute Transfer. The Parties intend that the transfers effected by this Agreement shall constitute absolute and unconditional transfers.

Section 11. Further Assurances. Subject to applicable Laws, each Party shall, and shall cause its respective subsidiaries to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer or assumption reasonably requested by the other Party and necessary for the requesting Party to satisfy its obligations hereunder or to obtain the benefits of the Transactions.

Section 12. Entire Agreement. This Agreement, the Purchase Agreement and the other Ancillary Documents contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties.

Section 13. Amendment, Waiver and Termination. This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each Party.

Section 14. Purchase Agreement Controls. In the event that a provision of this Agreement is inconsistent with, conflicts with or contradicts any term of the Purchase Agreement, the terms of the Purchase Agreement will prevail.

Section 15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different Parties in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the 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:

PURCHASER:

Ginkgo Bioworks, Inc.

By: _____
Name:
Title:

Exhibit C

Form of Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of [●] (this "**Agreement**"), is entered into by and among Zymergen Inc., a Delaware corporation (the "**Sellers**"), and Ginkgo Bioworks, 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 October 3, 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 Seller Intellectual Property and Licensed 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 Seller Intellectual Property and Licensed IP.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, in the Purchase Agreement and in the other Ancillary Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Assignment of Seller Intellectual Property. Effective as of the Closing, 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, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Seller Intellectual Property, including (a) any and all non-registered Intellectual Property Rights contained therein, including but not limited to any and all non-registered Intellectual Property Rights in and to the Technology, (b) all rights to sue for and recover and retain damages for present, past and future infringement, misappropriation or other violation thereof, (c) the Registered Intellectual Property set forth on Schedule A, (d) the exclusive right to apply for and maintain the Seller Intellectual Property, (e) all common law rights in and to the Seller Intellectual Property, and (f) all goodwill associated with the Seller Intellectual Property. Effective as of the Closing, 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, other than Permitted Post-Closing Encumbrances, all of the Sellers' right, title and interest in, to and under the Seller Intellectual Property.

Section 2. Assignment of Licensed IP. Effective as of the Closing, the Sellers hereby irrevocably transfer, assign, convey and deliver to the Purchaser all of the Sellers' right, title and interest in, to and under all of the Licensed IP to the fullest extent assignable. Effective as of the Closing, the Purchaser hereby accepts from the Sellers the transfer and assignment of the Licensed IP to the extent assignable.

Section 3. Recordation. The Sellers hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the Office of the Register of Copyrights of the United States, and any official of any other jurisdiction or organization whose duty is to issue any applicable Intellectual Property or any legal equivalent thereof, to record and register the Purchaser as the assignee and owner of all right, title and interest in, to and under the applicable Seller Intellectual Property.

Section 4. 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 (i) any such documents required to perfect and record such assignments in any applicable filing jurisdictions and (ii) any third party consents required to enable the assignment of the Licensed IP if such rights are not assignable.

Section 5. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Purchaser and the Sellers and their respective successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon any other Person any legal or equitable right, remedy, claim, reimbursement or cause of action of any nature whatsoever under or by reason of this Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Section 7. Subject to Purchase Agreement. The scope, nature, and extent of the Seller Intellectual Property and Licensed IP are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any inconsistency between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, conditions and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

Section 8. Governing Law. This Agreement, and all Actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, and enforced in accordance with, the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any borrowing statute or applicable principles of conflicts of law to the extent that the application of the laws (including statutes of limitation) of another jurisdiction (whether of the State of Delaware or any other jurisdiction) would be required thereby.

Section 9. Submission to Jurisdiction. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and

waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. To the extent the Bankruptcy Court declines, or is otherwise unable to, exercise jurisdiction, then the Parties agree that the state or federal courts in the County of New Castle, State of Delaware, shall have jurisdiction.

Section 10. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE PURCHASE AGREEMENT. EACH PARTY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE PURCHASE AGREEMENT AND THE OTHER ANCILLARY DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 9 AND IN SECTION 9.9(C) OF THE PURCHASE AGREEMENT.

Section 11. Absolute Assignment. The Parties intend that the assignments effected by this Agreement shall constitute absolute and unconditional assignments.

Section 12. Entire Agreement. This Agreement, the Purchase Agreement and the other Ancillary Documents contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties.

Section 13. Amendment, Waiver and Termination. This Agreement may not be amended, modified or waived except by an instrument in writing signed on behalf of each Party.

Section 14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different Parties in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the 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:

PURCHASER:

Ginkgo Bioworks, Inc.

By: _____
Name:
Title:

Schedule A

Registered Intellectual Property

Exhibit D
Form of Sale Order

[*See Attached*]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (___) (Jointly Administered)

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (II) APPROVING THEASSET PURCHASE AGREEMENT AND (III) AUTHORIZING THE DEBTORS TOASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion, dated [October] [●], 2023 [Docket No. [●]] (the "**Motion**"), of the above-captioned Debtors and Debtors in possession (the "**Debtors**") for the entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 1005, 2002, 6004, 6006, 9007, 9014 and 9019 and Local Rules 2002-1, 6004-1 (i) approving the Asset Purchase Agreement by and between the Debtors and [Ginkgo Bioworks Holdings, Inc.] (together with its permitted designees, successors and permitted assigns in accordance with the APA, the "**Purchaser**"), dated [●], 2023 (substantially in the form attached hereto as **Exhibit A**, the "**APA**"),[2] whereby the Debtors have agreed to sell (the "**Sale**"), and Purchaser has agreed to acquire, [substantially all of the Debtors' assets] (collectively, and as specifically set forth and defined in the APA, the "**Acquired Assets**") other than the Excluded Assets, and the Debtors have agreed to transfer and Purchaser has agreed to assume certain of the Debtors' liabilities (collectively, and specifically set forth and defined in the APA, the "**Assumed Liabilities**")

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA.

(collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of this chapter 11 case (the "**Case**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting certain related relief on [●], 2023 Docket No. [●] (the "**Bidding**

Procedures Order")[; and an auction (the "**Auction**") having been held on [●], 2023 in accordance with the Bidding Procedures Order]; and Purchaser having been deemed the Successful Bidder (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Case (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on [●], 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the hearing before the Court on [●], 2023; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. § 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rules 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Transactions, APA, Sale Hearing, Auction and the Cure Amounts

C. Actual written notice of the Sale Hearing, the terms and provisions of this Order, the Auction, the Motion and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities including to the following parties: (i) the office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to Purchaser), (iv) all known creditors, (v) any party that has asserted or that the Debtors believe may assert a lien in the Debtors' assets; (vi) all parties who have filed a notice of appearance and request for service of papers in the Case pursuant to Bankruptcy Rule 2002; (vii) each of the Debtors' current landlords and each counterparty to the Debtors' Contracts (as defined in the APA); and (vii) the United States Internal Revenue Service (collectively, the "**Notice Parties**").

D. [The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the relief requested in the Motion relating to the Sale in [●] on [●], 2023.]

E. Proper, timely, adequate and sufficient notice of the Motion, the terms and provisions of this Order and the Sale Hearing has been provided in accordance with section 102(1), 105(a), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 6004, and in compliance with the Local Rules and the Bidding Procedures Order, including to the Notice

Parties. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing, the APA, the Transactions or this Order is required. The disclosures made by the Debtors concerning the APA, the Auction, the Transactions, this Order and the Sale Hearing were good, complete and adequate.

F. The Debtors have served cure notices (the "**Cure Notices**") upon all executory contract and lease counterparties notifying such parties: (i) that the Debtors may seek to assume and assign certain contracts and leases on the Closing Date of the Sale or thereafter until the Designation Deadline as provided in the APA and (ii) of the proposed Cure Amounts. The service of such notices was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for such contracts and leases. Each of the contract and lease counterparties has had an opportunity to object to the Cure Amounts set forth in the Cure Notices.

Highest and Best Offer

G. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a marketing process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. [The Auction contemplated by the Bidding Procedures was held on [●], 2023. At the conclusion of the Auction, Purchaser was selected as the Successful Bidder by the Debtors, in consultation with counsel to the Committee.] The process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase all of the Acquired Assets and assume all of the Assumed Liabilities.

H. The Acquired Assets were adequately marketed by the Debtors, the consideration provided by Purchaser under the APA constitutes or provides the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the sale of all Acquired Assets, the assumption of all Assumed Liabilities, and the performance of the other covenants set forth in the APA, and the Transactions will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' business judgment.

I. Approval of the Motion and the APA and the consummation of the Transactions contemplated thereby is in the best interests of the Debtors, their respective creditors, estates and other parties in interest and there is substantial risk of deterioration of the value of the Acquired Assets if the Sale is not consummated quickly. The Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Transactions and the performance of its obligations under the APA.

J. The consummation of the Transactions outside a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to Purchaser's consummation of the Transactions.

Good Faith of Purchaser

L. The APA and the Transactions contemplated thereunder were proposed, negotiated and entered into by and between the Debtors, on the one hand, and Purchaser, on the other hand, without collusion or fraud of any kind, in good faith and at arm's length.

M. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2) of Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the APA.

N. The APA was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person, and the consideration to be paid was not controlled by any agreement among bidders.

No Fraudulent Transfer

O. The consideration provided by Purchaser pursuant to the APA for the Transactions, including its purchase of all Acquired Assets and the assumption of all Assumed Liabilities and the performance of the covenants contained in the APA, constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

P. There has been no showing that any of the Debtors or Purchaser (i) has entered into the APA or proposes to consummate the Transactions for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors or (ii) is entering into the APA or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest

in each Debtor, (i) the Purchaser and its affiliates, present officers, directors, partners, shareholders and their respective heirs, successors and assigns (each such entity individually and taken together, the "**Purchaser Group**") is not a continuation of the Debtors or their estates, there is no continuity between Purchaser and the Debtors, there is not substantial continuity between Purchaser and the Debtors, there is no common identity between the Debtors and Purchaser, there is no continuity of enterprise between the Debtors and Purchaser, Purchaser is not a mere continuation of the Debtors or their estates, and Purchaser does not constitute a successor to the Debtors or their estates, (ii) Purchaser is not holding itself out to the public as a continuation of the Debtors or their estates and (iii) the Transactions do not amount to a consolidation, merger or *de facto* merger of Purchaser and the Debtors and/or the Debtors' estate.

Validity of Transfer

R. The Debtors have authorized the execution and delivery of the APA, the sale of all Acquired Assets to Purchaser, the assumption of all Assumed Liabilities by Purchaser and each of the other Transactions. The Debtors (i) have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Transactions and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Transactions, and no further consents or approvals are required for the Debtors to consummate the Transactions contemplated by the APA, except as otherwise set forth therein.

S. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Liabilities of the Debtors or any other Adverse Interests against the Debtors or their property, including the liabilities of the Debtors specifically excluded under the APA (the "**Excluded Liabilities**"), and Purchaser and its successors and assigns are released from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses

of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

T. The consummation of the Sale and the other Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(b)(1) and 365(f)(2) of the Bankruptcy Code, and with respect to Assigned Contracts (as defined herein), all of the applicable requirements of such sections have been or will be complied with in respect of the Transactions as of the effective date of assignment.

U. The Acquired Assets constitute property of the Debtors' estates and title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date or such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests.

Section 363 Is Satisfied

V. Entry into the APA and consummation of the Transactions contemplated thereby constitute the exercise of the Debtors' sound business judgment consistent with its fiduciary duties and such acts are in the best interests of the Debtors, their creditors, their estates and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business reasons and justifications and (ii) compelling circumstances for the sale of the Acquired Assets to Purchaser pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transactions are not

consummated quickly; (ii) the APA constitutes the highest and best offer for the Acquired Assets; (iii) the APA and the consummation of the Transactions contemplated thereby present the best opportunity to realize the value of the Acquired Assets and avoid decline and devaluation of the Acquired Assets; and (iv) unless the sale of the Acquired Assets is consummated expeditiously as provided for in the Motion and pursuant to the APA, creditors' recoveries may be diminished.

W. The Debtors may sell and assign the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests, and the Transactions will not subject Purchaser or any of Purchaser's assets to any liability for any Adverse Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), because, with respect to each creditor asserting an Adverse Interest, one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests who did not object or who withdrew their objections to the Sale or the Transactions are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Adverse Interests are adequately protected — thus satisfying section 363(e) of the Bankruptcy Code — by having their Adverse Interests, if any, attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such Adverse Interest holder had before the Sale, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors,

employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests. A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

Z. The assumption and assignment of the Assigned Contracts (as defined below) pursuant to the terms of the Bidding Procedures Order, this Order and the APA are integral to the APA, are in the best interests of the Debtors and their estates, creditors and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met or will meet all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors and/or Purchaser, as applicable under the APA, have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date of the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default existing prior to the date of the Closing under any of the Assigned

Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

BB. Purchaser has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, Purchaser, notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

CC. No default exists in the Debtors' performance under the Assigned Contracts as of the date of the Closing other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

DD. Good and sufficient reasons for approval of the APA have been articulated by the Debtors. The Debtors have demonstrated compelling circumstances for the Sale outside (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a plan of reorganization or liquidation (as the case may be), by demonstrating that, among other things, the immediate consummation of the Sale is necessary and appropriate to preserve and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets and preserve the viability of the businesses to which the Acquired Assets relate, it is critical that the Transactions close within the time constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 4001, 6004, and 6006.

EE. The Transactions are in the best interests of the Debtors, their estates, creditors, interest holders and all other parties in interest in the Case.

No *Sub Rosa* Plan

FF. Entry into the Transactions neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan of reorganization for the Debtors. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA. Entry into the APA does not constitute a *sub rosa* chapter 11 plan.

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved, subject to the terms and conditions set forth herein. The Sale and the other Transactions contemplated by the APA are approved.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion are deemed to consent to the relief sought therein, including all non-Debtor parties to the Debtors' Contracts.

3. Findings of fact and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

4. Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not

diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

6. The Debtors are authorized to (i) take any and all actions necessary or appropriate to perform, consummate, implement and fully close the Transactions in accordance with the terms and conditions set forth in the APA and this Order, and (ii) to assume and assign any and all Assigned Contracts as and when provided in the APA.

7. All persons and entities are prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the Transactions, including the ability of the Debtors to transfer the Acquired Assets to Purchaser in accordance with the APA and this Order.

8. All amounts, if any, to be paid by the Debtors to Purchaser pursuant to the APA, including any allowed claims for breach thereof, shall (i) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) be protected as provided in the APA and the Bidding Procedures Order, (iii) not be altered, amended, discharged or affected by any plan proposed or confirmed in the Case without the prior written consent of Purchaser and (iv) be due and payable if and when any of the Debtors' obligations arise under the APA without further order of the Court.

9. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Order and the Transactions.

10. [Nothing contained in any chapter 11 plan confirmed in this Case, the order confirming any such chapter 11 plan, or any other order entered in this Case, shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.] [NTD: May get pushback from the Court.]

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

12. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of the Case.

13. Upon Closing, this Order shall be construed and shall constitute, for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets to the Purchaser under the APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser.

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all

[3] The "**Post-Closing Assumption and Assignment Procedures**" shall mean those procedures for assumption and assignment of Debtors' Contracts described in Paragraphs [28 to 36] of this Order.

such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

15. This Order (i) shall be effective as a determination that, as of the Closing, no Adverse Interests other than Assumed Liabilities will be assertable against Purchaser or any of its respective assets (including the Acquired Assets), (ii) shall be effective as a determination that, as of the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein) (a) the Acquired Assets shall have been transferred to Purchaser free and clear of all Adverse Interests and (b) the conveyances described herein have been effected, and (iii) is and shall be binding upon entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities are authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions.

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtor, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtor prior to the Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided*, *however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

17. Other than in the ordinary course of business, the Debtors shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability, in each case without the prior written consent of Purchaser. Purchaser shall have standing in the Case to object to the validity, amount, or priority of any claim against the Debtors to the extent it would otherwise constitute an Assumed Liability, and the Court will retain the right to hear and determine such objections.

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the

filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

19. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Adverse Interests against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Transactions in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Adverse Interests that the person or entity has with respect to such Acquired Assets, then only with regard to the Acquired Assets that are purchased by Purchaser pursuant to the APA and this Order, (i) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (ii) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Adverse Interests against the Purchaser Group and the applicable Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, [and all such Permits are deemed to have been transferred to the Purchaser as of the Closing][4]. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or

[4] NTD: May get pushback from the Court.

substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. Except as expressly provided in the APA with respect to Assumed Liabilities, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall have no liability whatsoever as a result of the consummation of the transaction contemplated hereby with respect to the Debtors' (or their predecessors or affiliates) respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described below, "**Successor or Transferee Liability**") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of labor law, employment law, ERISA and benefits law, antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets or the Business prior to the Closing or such later time as Purchaser is assigned and assumes any Assigned Contract. Further, except to the extent expressly included in the Assumed Liabilities, Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act or any foreign,

federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff 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) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Transactions (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

26. There has been no showing that the Debtors or Purchaser engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

27. The consideration provided by Purchaser for the Acquired Assets under the APA is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section [1.4] of the APA, Purchaser provided to the Debtors and the Debtors filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**")] [Docket No. ●], the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or

remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, was permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph [14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

29. Pursuant to Section [1.4(d)] of the APA, from and after the Closing through the Designation Deadline, Purchaser may provide written notice to the Debtors (and the Debtors shall provide such notice to the affected landlords or counterparties within three (3) Business Days of receiving such notice from Purchaser, which notice the Debtors agree to provide) designating certain Debtors' Contracts for assumption by the Debtors and assignment to Purchaser (together with the Contracts included in the final Assigned Contract List filed with the Court, each, an "**Assigned Contract**").

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section [1.4] of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating

to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the case of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

31. Subject to the payment of the Cure Amounts, the Debtors are authorized at the Closing Date (or thereafter as of the filing of an Assumption Notice for any Assigned Contract) to assume and assign each of the Assigned Contracts in accordance with the APA and this Order to Purchaser free and clear, to the maximum extent permitted by law, of all Adverse Interests pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser. The payment of the applicable Cure Amounts by Purchaser shall (i) effect a cure of all defaults existing thereunder as of the Closing (or thereafter for any Assigned Contract that is assumed and assigned post-Closing, subject to the Post-Closing Assumption and Assignment Procedures described herein), (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default and (iii) together with the assumption of the Assigned Contracts by the Debtors and the assignment of such Assigned Contracts to Purchaser, constitute adequate assurance of future performance thereof. For purposes of this Order, "Cure Amounts" shall mean the applicable Cure Amounts set forth on Exhibit [E] hereto, such other Cure Amounts as agreed, in writing, by the Debtors, the Purchaser and the counterparty to the applicable Assigned Contract, or as may be determined by

this Court in accordance with Paragraph [●] of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

32. Any provisions in any Assigned Contract (including any Assigned Contract that becomes such post-Closing subject to the Post-Closing Assumption and Assignment Procedures described herein) that prohibit or condition the assignment of such Assigned Contract or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Assigned Contracts in accordance with the APA but will be effective and binding upon the Purchaser Group with respect to any purported assignment for the remaining term of any Assumed Contract. Subject to the payment of the Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. Upon the Closing or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Debtors' Contracts, and such Assumed Debtors' Contracts shall remain in full force and effect for the benefit of Purchaser. All other requirements and conditions under sections 363

and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

33. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the Closing or the transfer of the Acquired Assets, including any breach related to or arising out of a change-in-control in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (ii) asserting against Purchaser (or its property, including the Acquired Assets) any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the transfer of the Acquired Assets, except for the Assumed Liabilities, *provided*, *however*, and notwithstanding anything to the contrary in the Bidding Procedures Order, this Order, the Motion or the APA, Purchaser shall be responsible for continuing obligations under the Assigned Contracts, *cum onere*, including, without limitation, liabilities for any breach of such Assigned

Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

34. Upon the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract), Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and shall pay all outstanding undisputed Cure Amounts with respect thereto, and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts from and after such assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to Purchaser or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section [1.4(d)] of the APA, provided, that,

Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

36. In the event Purchaser has not provided a written designation to assume and assign or reject any Open Contract by the Designation Deadline, then such Contract shall be deemed to be an Excluded Contract, and no Debtor shall have any obligation to assign such Open Contract to Purchaser.

Post-Closing Assumption and Assignment Procedures

37. In the case of any Debtor's Contracts that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline pursuant to Section [1.4(d)] of the APA, within three (3) Business Days following receipt of a notification by Purchaser that a Contract is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' assumption and assignment of such Contract (such notice, an "**Assumption Notice**"), substantially in the form attached hereto as **Exhibit B**. The assumption and assignment of each such Contract shall be effective as of the date of the filing of the applicable Assumption Notice without any further order of the Court, with objections to the applicable cure amount, if any, to be resolved thereafter as set forth below.

38. The Debtors will serve such Assumption Notice via first class mail, and provide a copy of the same to the Purchaser, to (i) all Non-Debtor counterparties to such Contract to be assumed or assigned by the Debtors, (ii) the Office of the United States Trustee and (iii) counsel to the Committee (the "**Assumption Notice Parties**").

39. The Assumption Notice will set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Contract that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name and address of the affected counterparties or landlords (and their counsel, if known), (iii) a description of the deadlines and procedures for filing objections to the Assumption Notice (as set forth below), and (iv) the proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course.

40. A party in interest may object to an Assumption Notice solely with respect to the cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than seven (7) days after the date the Debtors served the applicable Assumption Notice.

41. If no timely permitted objection is filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a timely permitted objection is properly filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. Upon entry of an order by the Court resolving such objection or the resolution of such objection by agreement among the parties, any Contract or Lease set forth in an Assumption Notice shall be deemed assumed and assigned as of the date of the filing of the applicable Assumption Notice, subject to the payment of the Cure Amount.

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their respective past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, and each of its and their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies and partners (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution, which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or related in any way, either directly or indirectly, to this Case, the negotiation, documentation, performance or consummation of the APA, any Ancillary Documents or any other agreements entered into in connection with the transactions contemplated thereby; *provided*, *however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order

or the APA or any other agreements entered into in connection with the transactions contemplated hereby or thereby.

43. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are parties or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale. This Court retains jurisdiction to (a) compel consummation of the Transactions, including delivery of the Acquired Assets, (b) protect the Purchaser Group and its assets, including the Acquired Assets, against any Adverse Interests and Successor and Transferee Liability and (c) to enter orders, as appropriate, pursuant to sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Acquired Assets and the Assigned Contracts to Purchaser. This Court retains jurisdiction to adjudicate disputes between Purchaser and holders of claims related to the Assumed Liabilities regarding the Assumed Liabilities.

52. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in this Case (including any order entered after any conversion of this Case to a case under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing the Case) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the

chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

53. The Transactions contemplated hereunder shall not be affected by any bulk sales laws.

54. 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.

55. 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.

56. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

EXHIBIT A

Asset Purchase Agreement

EXHIBIT B

Assumption Notice

EXHIBIT C

Notice of Sale Closing and Effective Date of Amendment of Case Caption

EXHIBIT D

Excluded Assets Debtors' Contracts

EXHIBIT E

Cure Amounts

Schedule 1.1(b)[1]

Assigned Contracts

1. The Stanford Lease

2. Purchase Order 6024251, by and between [Zymergen, Inc. or its affialites] and Automation Solutions of America, Inc., dated as of July 14, 2023

3. Purchase Order 6025577, by and between [Zymergen, Inc.] and Mass Precision Inc., dated as of August 8, 2023

4. Purchase Order ZY72190, by and between [Zymergen, Inc.] and Advanced Chemical Transport, Inc., dated as of July 4, 2023

5. Purchase Order ZY69207, by and between [Zymergen, Inc.] and Dasher Technologies, A Converge Company, dated as of July 4, 2023

6. Purchase Order ZY71043, by and between [Zymergen, Inc.] and Tek-Matic Inc., dated as of July 4, 2023

7. Purchase Order 6027531, by and between [Zymergen, Inc.] and Vistra, dated as of September 18, 2023

8. Purchase Order 6027107, by and between [Zymergen, Inc.] and Monash University, dated as of September 8, 2023

9. Purchase Order ZY72425, by and between [Zymergen, Inc.] and Alta Design and Manufacturing, Inc., dated as of July 4, 2023

10. Purchase Order 6027533, by and between [Zymergen, Inc.] and OneSource Virtual, Inc., dated as of September 18, 2023

11. Master Contract Services Agreement, by and between [Synlogic] and enEvolv, Inc., dated as of January 3, 2019

12. Amendment 1 to Collaboration Agreement, by and between [Synlogic] and enEvolv, Inc., dated as of March 8, 2019

13. Statement of Work C, by and between [Synlogic] and enEvolv, Inc., dated as of December 19, 2019

14. Strategic Research and Development Collaboration Agreement, by and between

[1] To be confirmed prior to the Closing. References to Zymergen, Inc. to be replaced with its affiliates, as applicable.

Zymergen, Inc. and Pivot Bio Inc., dated as of October 1, 2018

15. Amendment 1 to the Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of October 19, 2020

16. Amendment 1 to the Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of July 12, 2020

17. Amended & Restated Strategic Research and Development Collaboration Agreement by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

18. Project Annex for Research Project #2 to the Amended and Restated Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

19. Project Annex for Research Project #1B to the Amended and Restated Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

20. Project Annex for Research Project #1A to the Amended and Restated Strategic Research and Development Collaboration Agreement, by and between Zymergen, Inc. and Pivot Bio Inc., dated as of September 9, 2021

21. Drug Discovery Collaboration and License Agreement, by and between Lodo Therapeutics Corporation on the one hand and Genentech, Inc. and F. Hoffman-La Roche Ltd. on the other, dated as of April 20, 2018

22. Master Equipment Purchase and Services Agreement, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

23. Order Form #1, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

24. Order Form #2, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

25. Order Form #3, by and between Zymergen, Inc. and Octant, Inc., dated as of May 24, 2022

26. Change Order to Order Form #1, by and between Zymergen, Inc. and Octant, Inc., dated as of July 11, 2022

27. Grant Agreement, by between Zymergen Inc. and Bill & Melinda Gates

Foundation, dated as of October 10, 2021

Software Agreements

28. Software License Agreements with the following vendors in connection with the following products and/or services:

Vendor	Product Name/Service
Skeddly	[●]
Fortinet	Firewall
Lumen and Hypercore	ISP
Dialink	ISP
Clearstone IP	[●]
SimpleLegal	[●]
Aerohive	Wire Access Points
Tec Trak	[●]
Brightly	Asset Management
AMAG and Genetec	Security System
GoldenGate Office Solutions	Print Management
Planet Technology Consulting	Workday Consultant
Snowflake	[●]

29. Any additional customer Contracts of Zymergen and/or its Subsidiaries.

Schedule 1.2(a)

Excluded Assets

Emeryville Phase I

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
REFR-Sears-0010	Sears Holdings	255.9979211	D89-43950601-15714-220437	SF Bay Area	4C refrigerator (Single-Door/Deli)	5/27/2015	
REFR-TSHP-0003	Thermo Fisher Scientific Inc.	TSFMS2305A	1.16189E+15	SF Bay Area	4C refrigerator (Single-Door/Deli)	4/28/2021	Fisher Scientific
REFR-TRUE-0012	True Manufacturing Co., Inc.	T-49G-HC-FGD01	9155750	SF Bay Area	4C refrigerator (Single-Door/Deli)	1/4/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0014	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9610378	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/19/2017	Forest Restaurant Supply Inc.
REFR-VWR-0002	VWR Internaitonal	HCCP-69-TS	VWR-9576731-1901	SF Bay Area	4C refrigerator (Single-Door/Deli)	1/21/2019	VWR
REFR-TRUE-0032	True Manufacturing Co., Inc.	TSD_47G_LD	9039780	SF Bay Area	4C refrigerator (Single-Door/Deli)	3/1/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0037	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9498757	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.
REFR-TSX-0001	Thermo Fisher Scientific Inc.	TSX505SA	TR182310107BFE	SF Bay Area	4C refrigerator (Single-Door/Deli)	11/25/2019	Fisher Scientific
REFR-TRUE-0002	True Manufacturing Co., Inc.	TSD_47G_HC	9284734	SF Bay Area	4C refrigerator (Single-Door/Deli)	11/16/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0003	True Manufacturing Co., Inc.	TSD_47G_HC	9291613	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0002	see REFR-TRUE-0002
REFR-TRUE-0004	True Manufacturing Co., Inc.	TSD_47G_HC	9314908	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0002	see REFR-TRUE-0002
REFR-TRUE-0013	True Manufacturing Co., Inc.	TSD-49G-HC-LD	9508149	SF Bay Area	4C refrigerator (Single-Door/Deli)	8/25/2017	Forest Restaurant Supply Inc.
REFR-TRUE-0026	True Manufacturing Co., Inc.	T-49G-HC~FGD01	9546703	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0012	see REFR-TRUE-0012
REFR-TRUE-0027	True Manufacturing Co., Inc.	T-49G-HC~FGD01	9616430	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0012	see REFR-TRUE-0012
REFR-TRUE-0028	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9632798	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.
REFR-TRUE-0029	True Manufacturing Co., Inc.	TSD_47G_HC-LD	9616428	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
REFR-TRUE-0035	True Manufacturing Co., Inc.	TSD_47G_LD	9310518	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/19/2017	Forest Restaurant Supply Inc.
REFR-TRUE-0020	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9610373	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TRUE-0021	True Manufacturing Co., Inc.	TSD_47G_HC	9627022	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TRUE-0033	True Manufacturing Co., Inc.	TSD_47G_LD	9016856	SF Bay Area	4C refrigerator (Single-Door/Deli)	9/26/2018	Forest Restaurant Supply Inc.
REFR-Atosa-0001	Atosa USA	MGF8401GR	MGF8401GRAUS100318010900C40009	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0002	Atosa USA	MGF8401GR	MGF8401GRAUS100318010900C40010	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0006	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40018	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0007	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40014	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0008	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40010	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0009	Atosa USA	MGF8401GR	MGF8401GRAUS100318062900C40019	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0010	Atosa USA	MGF8401GR	MGF8401GRAUS100318091200C40013	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-Atosa-0016	Atosa USA	MGF8401GR	MGF8401GRAUS1T0320122800C40007	SF Bay Area	4C refrigerator (Single-Door/Deli)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
REFR-TRUE-0024	True Manufacturing Co., Inc.	TSD_47G_HC	9310516	SF Bay Area	4C refrigerator (Single-Door/Deli)	2/15/2019	Forest Restaurant Supply Inc.
REFR-TRUE-0036	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9498764	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/19/2017	Forest Restaurant Supply Inc.
REFR-TSX-0003	Thermo Fisher Scientific Inc.	TSX505SA	TR18249024B4C3	SF Bay Area	4C refrigerator (Single-Door/Deli)	7/18/2019	Fisher Scientific
REFR-TSG-0003	Thermo Fisher Scientific Inc.	GTTSG45CPLA	300472619	SF Bay Area	4C refrigerator (Single-Door/Deli)	5/17/2021	
REFR-TRUE-0007	True Manufacturing Co., Inc.	T-49G	8106659	SF Bay Area	4C refrigerator (Single-Door/Deli)	8/25/2017	Forest Restaurant Supply Inc.

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REFR-TRUE-0011	True Manufacturing Co., Inc.	T-49G-HC-FGD01	9191688	SF Bay Area	4C refrigerator (Single-Door/Deli)	6/15/2018	Forest Restaurant Supply Inc.
REFR-TRUE-0017	True Manufacturing Co., Inc.	T-49G-HC-FGD01	9422261	SF Bay Area	4C refrigerator (Single-Door/Deli)	8/21/2017	Forest Restaurant Supply Inc.
REFR-TRUE-0025	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9439276	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TRUE-0038	True Manufacturing Co., Inc.	TSD_49G_HC-FGD01	9175441	SF Bay Area	4C refrigerator (Single-Door/Deli)	REFR-TRUE-0037	see REFR-TRUE-0037
REFR-TSG-0001	Thermo Fisher Scientific Inc.	TSG45CPLA	1.15057E+15	SF Bay Area	4C refrigerator (Single-Door/Deli)	3/7/2019	Fisher Scientific
REFR-TSG-0002	Thermo Fisher Scientific Inc.	GTTSG45CPLA	300451698	SF Bay Area	4C refrigerator (Single-Door/Deli)	6/16/2021	Fisher Scientific
ACLV-Masterclave-0001	BioMerieux Inc	Masterclave 60	51711324	SF Bay Area	Autoclave		
BSCX-NU-0009	Nuaire, Inc.	NU-540-600	1.88485E+11	SF Bay Area	Bio Safety Cabinet (BSC)	9/14/2018	Nuaire
BSCX-NU-0016	Nuaire, Inc.	NU-540-400	1.91701E+11	SF Bay Area	Bio Safety Cabinet (BSC)	4/21/2016	Nuaire
BSCX-NU-0017	Nuaire, Inc.	NU-540-400	1.74885E+11	SF Bay Area	Bio Safety Cabinet (BSC)	5/14/2015	Nuaire
BSCX-NU-0002	Nuaire, Inc.	NU-540-600	1.83102E+11	SF Bay Area	Bio Safety Cabinet (BSC)	6/19/2019	Nuaire
BSCX-NU-0003	Nuaire, Inc.	NU-540-600	1.904E+11	SF Bay Area	Bio Safety Cabinet (BSC)	BSCX-NU-0002	see BSCX-NU-0002
CENT-Avanti-0002	Beckman Coulter	AvantiJ-E	JSE15B19	SF Bay Area	Centrifuge	3/9/2015	
CENT-Avanti-0005	Beckman Coulter	AvantiJ-E	JSE16E06	SF Bay Area	Centrifuge	5/11/2016	
CENT-Avanti-0006	Beckman Coulter	AvantiJ-E	JSE16F23	SF Bay Area	Centrifuge	8/29/2017	VWR
CENT-Avanti-0013	Beckman Coulter	AvantiJ-E	JSE18L18	SF Bay Area	Centrifuge	9/8/2017	VWR
CENT-Avanti-0011	Beckman Coulter	AvantiJ-E	JSE18H03	SF Bay Area	Centrifuge	6/22/2018	VWR
CENT-Avanti-0012	Beckman Coulter	Avanti J-E	JSE18J19	SF Bay Area	Centrifuge	8/8/2018	VWR
CENT-Lynx-0001	Thermo Fisher Scientific Inc.	SORVALL LYNX 6000	42782278	SF Bay Area	Centrifuge	4/29/2021	Fisher Scientific
INJR-RapidFire-0001	Agilent Technologies Inc.		SG1926M001	SF Bay Area	Chromatography		

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COPK-Qpix-0001	Molecular Devices LLC	QPix420	QP420-0109	SF Bay Area	Colony Picker	5/22/2014	
COPK-Qpix-0002	Molecular Devices LLC	QPix420	QP420-0126	SF Bay Area	Colony Picker	4/3/2015	
COPK-Qpix-0006	Molecular Devices LLC	QPix420	QPIX420-3067	SF Bay Area	Colony Picker	2/12/2019	Molecular Devices LLC
COPK-Qpix-0004	Molecular Devices LLC	QPix420	QPIX420-3054	SF Bay Area	Colony Picker	7/27/2018	Molecular Devices LLC
FFUX-Whisper-0008	Terra Universal Inc.	6601-1624-H	6601-1624-HP153276006	SF Bay Area	Fan Filter Unit	6/18/2018	Terra Universal Inc.
FFUX-Whisper-0001	Terra Universal Inc.	6601-1624-H	6601-1624-HP145164001	SF Bay Area	Fan Filter Unit	11/22/2017	Terra Universal Inc.
FFUX-Whisper-0013	Terra Universal Inc.	6601-1624-H	6601-1624-P11393700	SF Bay Area	Fan Filter Unit	1/14/2019	Terra Universal Inc.
FACS-Aria-0002	BD Biosciences	BD FACSAria Fusion		SF Bay Area	Fluorescence Activated Cell Sorting	10/12/2020	Becton Dickinson and Company
FRZR-Sears-0005	Sears Holdings	253.2104241		SF Bay Area	Freezer (-20C)	5/1/2017	
FRZR-TSHP-0004	Thermo Fisher Scientific Inc.	TSFMS2320A	1.16188E+15	SF Bay Area	Freezer (-20C)	6/28/2021	Fisher Scientific
FRZR-TRUE-0001	True Manufacturing Co., Inc.	T-23F-HC	9343564	SF Bay Area	Freezer (-20C)	1/22/2019	Forest Restaurant Supply Inc
FRZR-VWR-0025	VWR Internaitonal	HCUCFS-0420	HQ-VWR-17H1907-1708	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-Sears-0012	VWR Internaitonal	MFV-14	WB84469244-1812	SF Bay Area	Freezer (-20C)	FRZR-Sears-0005	see FRZR-Sears-0005
FRZR-VWR-0022	VWR Internaitonal	HCUCFS-0420	VWR-041805280050-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-VWR-0023	VWR Internaitonal	HCUCFS-0420	VWR-041805280053-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-VWR-0024	VWR Internaitonal	HCUCFS-0420	VWR-041805280055-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)
FRZR-VWR-0030	VWR Scientific	U2005FA14	002L-515816-0L	SF Bay Area	Freezer (-20C)	12/19/2017	VWR
FRZR-VWR-0027	VWR Internaitonal	HCUCFS-0420	VWR-041805280070-1808	SF Bay Area	Freezer (-20C)	Expensed (Under capitalization policy previously)	Expensed (Under capitalization policy previously)

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
Fume-Protector-0014	Labconco	180610200	210817143 B	SF Bay Area	Fume Hood	9/21/2021	Fisher Scientific
Fume-AirClean-0009	Airclean Systems Inc	AC23824A	AC23824A-703	SF Bay Area	Fume Hood	5/5/2021	AirClean Systems
Fume-AirClean-0012	Airclean Systems Inc	AC23824A	AC23824A-790	SF Bay Area	Fume Hood		
Fume-AirClean-0001	Airclean Systems Inc	AC23824A	AC23824A-702	SF Bay Area	Fume Hood	9/30/2019	AirClean Systems
Fume-AirClean-0002	Airclean Systems Inc	AC23824A	AC23824A-746	SF Bay Area	Fume Hood	4/30/2021	AirClean Systems
Fume-AirClean-0004	Airclean Systems Inc	AC23824A	AC2382-759	SF Bay Area	Fume Hood		
Fume-AirClean-0005	Airclean Systems Inc	AC23824A	AC2382-774	SF Bay Area	Fume Hood	10/31/2019	AirClean Systems
Fume-AirClean-0006	Airclean Systems Inc	AC23824A	AC23824A-778	SF Bay Area	Fume Hood		
Fume-AirClean-0007	Airclean Systems Inc	AC23824A	AC23824A-779	SF Bay Area	Fume Hood		
Fume-AirClean-0010	Airclean Systems Inc	AC23824A	AC23824A-787	SF Bay Area	Fume Hood		
Fume-AirClean-0011	Airclean Systems Inc	AC23824A	AC23824A-788	SF Bay Area	Fume Hood		
INCS-ClimoShaker-0001	Adolf Kuhner AG	ISF1-X	65003.853	SF Bay Area	Incubator Shaker	11/16/2017	Kuhner
INCS-ClimoShaker-0002	Adolf Kuhner AG	ISF1-X	65003.854	SF Bay Area	Incubator Shaker	11/16/2017	Kuhner
INCS-ClimoShaker-0003	Adolf Kuhner AG	ISF1-X	65003.852	SF Bay Area	Incubator Shaker	11/16/2017	Kuhner

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INCS-Innova-0001	Eppendorf North America Inc	Innova 44R	SI44HJ304705	SF Bay Area	Incubator Shaker	11/14/2018	Eppendorf North America
INCS-Innova-0002	Eppendorf North America Inc	Innova 44R	SI44HJ704706	SF Bay Area	Incubator Shaker	INCS-Innova-0001	see INCS-Innova-0001
INCS-Innova-0003	Eppendorf North America Inc	Innova 44R	SI44HJ004704	SF Bay Area	Incubator Shaker	INCS-Innova-0001	see INCS-Innova-0001
INCS-Innova-0023	Eppendorf North America Inc	Innova 44R	SI44IG804956	SF Bay Area	Incubator Shaker	3/19/2019	Eppendorf North America
INCS-Innova-0024	Eppendorf North America Inc	Innova 44R	SI44IG404955	SF Bay Area	Incubator Shaker	3/19/2019	Eppendorf North America
INCS-Innova-0025	Eppendorf North America Inc	Innova 44R	SI44HR04948	SF Bay Area	Incubator Shaker	3/19/2019	Eppendorf North America
INCS-Innova-0049	Eppendorf North America Inc	Innova 44R	SI44IG204961	SF Bay Area	Incubator Shaker	8/25/2017	Eppendorf North America
INCS-Innova-0050	Eppendorf North America Inc	Innova 44R	SI44IG504958	SF Bay Area	Incubator Shaker	8/25/2017	Eppendorf North America
INCS-Innova-0051	Eppendorf North America Inc	Innova 44R	SI44IG004954	SF Bay Area	Incubator Shaker	8/25/2017	Eppendorf North America
INCS-Multitron-0062	Infors-HT	Multitron	E0910619FT3	SF Bay Area	Incubator Shaker	8/24/2019	Infors USA Inc
INCS-Multitron-0063	Infors-HT	Multitron	E0920619FC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0062	see INCS-Multitron-0062
INCS-Multitron-0064	Infors-HT	Multitron	E0930619FC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0062	see INCS-Multitron-0062
INCS-Innova-0004	Eppendorf North America Inc	Innova 44R	SI44HP304866	SF Bay Area	Incubator Shaker	12/11/2017	Eppendorf North America
INCS-Innova-0005	Eppendorf North America Inc	Innova 44R	SI44HP004865	SF Bay Area	Incubator Shaker	INCS-Innova-0004	see INCS-Innova-0004
INCS-Innova-0006	Eppendorf North America Inc	Innova 44R	SI44HP104823	SF Bay Area	Incubator Shaker	INCS-Innova-0004	see INCS-Innova-0004
INCS-Multitron-0034	Infors-HT	Multitron Pro	C1050814PT3	SF Bay Area	Incubator Shaker	12/1/2017	Infors USA Inc
INCS-Multitron-0035	Infors-HT	Multitron Pro	C1060814PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0034	see INCS-Multitron-0034
INCS-Multitron-0036	Infors-HT	Multitron Pro	C1070814PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0034	see INCS-Multitron-0034

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INCS-Multitron-0040	Infors-HT	Multitron Pro	C551115PT3	SF Bay Area	Incubator Shaker	12/1/2017	Infors USA Inc
INCS-Multitron-0041	Infors-HT	Multitron Pro	C5561115PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0040	see INCS-Multitron-0040
INCS-Multitron-0042	Infors-HT	Multitron Pro	C5551115PT3	SF Bay Area	Incubator Shaker	INCS-Multitron-0040	see INCS-Multitron-0040
INCS-Innova-0043	Eppendorf North America Inc	Innova 44R	SI44GN604192	SF Bay Area	Incubator Shaker	6/14/2016	
INCS-Innova-0044	Eppendorf North America Inc	Innova 44R	SI44GN704171	SF Bay Area	Incubator Shaker	INCS-Innova-0043	see INCS-Innova-0043
INCS-Innova-0045	Eppendorf North America Inc	Innova 44R	SI44GN304169	SF Bay Area	Incubator Shaker	INCS-Innova-0043	see INCS-Innova-0043
INCS-Multitron-0022	Infors-HT	Multitron Pro	D8391218PT3	SF Bay Area	Incubator Shaker	11/21/2018	Infors USA Inc
INCS-Multitron-0023	Infors-HT	Multitron Pro	D8401218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0022	see INCS-Multitron-0022
INCS-Multitron-0024	Infors-HT	Multitron Pro	D8411218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0022	see INCS-Multitron-0022
INCS-Innova-0007	Eppendorf North America Inc	Innova 44R	SI44HP704867	SF Bay Area	Incubator Shaker	11/14/2018	Eppendorf North America
INCS-Innova-0008	Eppendorf North America Inc	Innova 44R	SI44HP704879	SF Bay Area	Incubator Shaker	INCS-Innova-0007	see INCS-Innova-0007
INCS-Innova-0010	Eppendorf North America Inc	Innova 44R	SI44GQ904343	SF Bay Area	Incubator Shaker	INCS-Innova-0007	see INCS-Innova-0007
INCS-Innova-0011	Eppendorf North America Inc	Innova 44R	SI44GQ004337	SF Bay Area	Incubator Shaker	8/30/2017	
INCS-Innova-0012	Eppendorf North America Inc	Innova 44R	SI44HN104740	SF Bay Area	Incubator Shaker	8/30/2017	
INCS-Innova-0014		Innova 44R	SI44IH004967	SF Bay Area	Incubator Shaker	12/11/2017	Eppendorf North America
INCS-Innova-0015	Eppendorf North America Inc	Innova 44R	SI44IH804970	SF Bay Area	Incubator Shaker	8/30/2017	
INCS-Innova-0036	Eppendorf North America Inc	Innova S44i	S44IJJ902733	SF Bay Area	Incubator Shaker	3/29/2019	Eppendorf North America
INCS-Innova-0037	Eppendorf North America Inc	Innova S44i	S44IIJ402155	SF Bay Area	Incubator Shaker	INCS-Innova-0037	see INCS-Innova-0037

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCS-Innova-0038	Eppendorf North America Inc	Innova S44i	S44IIJ102157	SF Bay Area	Incubator Shaker	INCS-Innova-0037	see INCS-Innova-0037
INCS-Multitron-0025	Infors-HT	Multitron Pro	D8421218PT3	SF Bay Area	Incubator Shaker	12/20/2017	Infors USA Inc
INCS-Multitron-0026	Infors-HT	Multitron Pro	D8431218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0025	see INCS-Multitron-0025
INCS-Multitron-0027	Infors-HT	Multitron Pro	D8441218PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0025	see INCS-Multitron-0025
INCS-Multitron-0028	Infors-HT	Multitron Pro	D6440718PT3	SF Bay Area	Incubator Shaker	9/27/2018	Infors USA Inc
INCS-Multitron-0029	Infors-HT	Multitron Pro	D6450718PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0028	see INCS-Multitron-0028
INCS-Multitron-0030	Infors-HT	Multitron Pro	D6460718PC3	SF Bay Area	Incubator Shaker	INCS-Multitron-0028	see INCS-Multitron-0028
INCS-Multitron-0052	Infors-HT	Multitron	95970112BH2	SF Bay Area	Incubator Shaker	4/11/2019	Infors USA Inc
INCS-Multitron-0053	Infors-HT	Multitron	None	SF Bay Area	Incubator Shaker	INCS-Multitron-0052	see INCS-Multitron-0052
INCS-Multitron-0054	Infors-HT	Multitron	None	SF Bay Area	Incubator Shaker	INCS-Multitron-0052	see INCS-Multitron-0052
INCS-Multitron-0055	Infors-HT	Multitron	D6680818BT2	SF Bay Area	Incubator Shaker	11/1/2018	Infors USA Inc
INCS-Multitron-0056	Infors-HT	Multitron Pro	D6690818PC2	SF Bay Area	Incubator Shaker	INCS-Multitron-0055	see INCS-Multitron-0055
INCS-Multitron-0057	Infors-HT	Multitron	E1730919FC5	SF Bay Area	Incubator Shaker	11/13/2019	Infors USA Inc
INCS-Multitron-0058	Infors-HT	Multitron	E1740919FC5	SF Bay Area	Incubator Shaker	INCS-Multitron-0057	see INCS-Multitron-0057

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCS-VWR-0005	VWR Internaitonal	1585	9009716	SF Bay Area	Incubator Shaker	1/3/2019	VWR
INCS-Innova-0013	Eppendorf North America Inc	Innova 44R	SI44IG104957	SF Bay Area	Incubator Shaker	INCS-Innova-0014	see INCS-Innova-0014
INCS-Innova-0026	Eppendorf North America Inc	Innova 42R	SI42IG904217	SF Bay Area	Incubator Shaker	6/12/2018	Eppendorf North America
INCX-VWR-0053	VWR Internaitonal	89511-422	42149633	SF Bay Area	Incubator Static / Gravity	5/1/2019	VWR
INCX-VWR-0054	VWR Internaitonal	89511-422	42146477	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0053	see INCX-VWR-0053
INCX-IPP-0001	Memmert GmbH + Co. KG	IPP110plus	V419.0119	SF Bay Area	Incubator Static / Gravity		
INCX-Isotemp-0001	Thermo Fisher Scientific Inc.	151030513	42533058	SF Bay Area	Incubator Static / Gravity		
INCX-VWR-0002	VWR Internaitonal	89511-422	41692009	SF Bay Area	Incubator Static / Gravity	7/25/2017	VWR
INCX-VWR-0004	VWR Internaitonal	89511-422	41821910	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0002	see INCX-VWR-0002
INCX-VWR-0005	VWR Internaitonal	89511-422	42111434	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0002	see INCX-VWR-0002
INCX-VWR-0006	VWR Internaitonal	89511-422	42111438	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0002	see INCX-VWR-0002
INCX-VWR-0007	VWR Internaitonal	89511-422	42155918	SF Bay Area	Incubator Static / Gravity	7/25/2017	VWR
INCX-VWR-0008	VWR Internaitonal	89511-422	42155972	SF Bay Area	Incubator Static / Gravity	8/11/2017	VWR
INCX-VWR-0011	VWR Internaitonal	89511-420	42386149	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0012	VWR Internaitonal	89511-420	42346157	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0013	VWR Internaitonal	89511-420	42397988	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0014	VWR Internaitonal	89511-420	42343377	SF Bay Area	Incubator Static / Gravity	3/22/2019	VWR
INCX-VWR-0022	VWR Internaitonal	89511-422	42215957	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0008	see INCX-VWR-0008
INCX-VWR-0024	VWR Internaitonal	89511-422	42324887	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0008	see INCX-VWR-0008
INCX-VWR-0025	VWR Internaitonal	89511-422	51030016	SF Bay Area	Incubator Static / Gravity	8/23/2017	VWR
INCX-VWR-0037	VWR Internaitonal	89511-422	41773715	SF Bay Area	Incubator Static / Gravity	9/22/2017	VWR

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
INCX-VWR-0038	VWR Internaitonal	89511-422	42135147	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0037	see INCX-VWR-0037
INCX-VWR-0039	VWR Internaitonal	89511-422	42324943	SF Bay Area	Incubator Static / Gravity	10/19/2017	VWR
INCX-VWR-0040	VWR Internaitonal	89511-422	42318767	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0039	see INCX-VWR-0039
INCX-VWR-0043	VWR Internaitonal	89511-418	42324878	SF Bay Area	Incubator Static / Gravity	4/14/2016	
INCX-VWR-0044	VWR Internaitonal	89511-418	42301458	SF Bay Area	Incubator Static / Gravity	4/21/2016	
INCX-VWR-0051	VWR Internaitonal	89511-422	42146478	SF Bay Area	Incubator Static / Gravity	10/19/2018	VWR
INCX-VWR-0052	VWR Internaitonal	89511-422	42143556	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0051	see INCX-VWR-0051
INCX-VWR-0057	VWR Internaitonal	89511-422	42111426	SF Bay Area	Incubator Static / Gravity	10/6/2019	VWR
INCX-VWR-0026	VWR Internaitonal	89511-422	42400501	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0025	see INCX-VWR-0025
INCX-VWR-0058	VWR Internaitonal	89511-422	42135145	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0057	see INCX-VWR-0057
INCX-VWR-0029	VWR Internaitonal	89511-422	42377613	SF Bay Area	Incubator Static / Gravity	INCX-VWR-0053	see INCX-VWR-0053
INCX-VWR-0030	VWR Internaitonal	89511-422	42399865	SF Bay Area	Incubator Static / Gravity	9/14/2019	VWR
INCX-VWR-0027	VWR Internaitonal	89511-422	42400495	SF Bay Area	Incubator Static / Gravity	12/11/2014	
LIQH-EVO-0002	Tecan US Inc.	EVO 2 - 200	808053771	SF Bay Area	Liquid Handler	7/2/2015	
LIQH-Fluent-0003	Tecan US Inc.	Fluent 780	1901007717	SF Bay Area	Liquid Handler	3/28/2019	Tecan US
LIQH-Fluent-0004	Tecan US Inc.	Fluent 780	1901007726	SF Bay Area	Liquid Handler	3/22/2019	Tecan US
LIQH-Echo-0002	Labcyte Inc.	Echo 550	E5XX-1722	SF Bay Area	Liquid Handler	5/1/2017	Labcyte
LIQH-Fluent-0002	Tecan US Inc.	Fluent 780	1811011697	SF Bay Area	Liquid Handler	1/28/2019	Tecan US
LIQH-EVO-0009	Tecan US Inc.	EVO 2 - 200	1108004275	SF Bay Area	Liquid Handler	1/3/2017	
LIQH-EVO-0015	Tecan US Inc.	EVO 2 - 200	1705006159	SF Bay Area	Liquid Handler	6/23/2017	
LIQH-EVO-0003	Tecan US Inc.	EVO 2 - 200	905002952	SF Bay Area	Liquid Handler	12/31/2015	

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Location	Device Type	Purchase Date (NS)	Manufacturer (NS)
LIQH-EVO-0012	Tecan US Inc.	EVO 2 - 200	1702007715	SF Bay Area	Liquid Handler	4/17/2017	Tecan US
LIQH-EVO-0010	Tecan US Inc.	EVO 2 - 200	901001162	SF Bay Area	Liquid Handler	1/3/2017	
LIQH-EVO-0018	Tecan US Inc.	EVO 2 - 200	1902009788	SF Bay Area	Liquid Handler	4/23/2019	Tecan US
LIQH-Fluent-0001	Tecan US Inc.	Fluent 780	1802010974	SF Bay Area	Liquid Handler	2/19/2019	Tecan US
LYOX-FreeZone-0002	Labconco	710612100	180964455	SF Bay Area	Lyophilizer	9/13/2022	Fisher Scientific
OVEN-Heratherm-0009	Thermo Fisher Scientific Inc.	Heratherm OMH180	42752973	SF Bay Area	Oven	1/1/2019	Fisher Scientific
OVEN-VWR-0009	VWR Internaitonal	89511-412	42698125	SF Bay Area	Oven	6/21/2022	VWR
PLRE-Spark-0006	Tecan US Inc.	Spark	1903006784	SF Bay Area	Plate Reader	3/27/2019	Tecan US
PLSL-PlateLoc-0031	Agilent Technologies Inc.	G5585A/01867-201	SG1926A102	SF Bay Area	Plate Sealer	8/1/2019	Agilent Technologies
SCLE-VX-0001		VX32XW2500L	B835339184	SF Bay Area	Scale		
VBSE-ETA-0001	Flow Sciences, INC	ETA483024ACA	07-AB-26-01	SF Bay Area	Ventilated Balance Safety Enclosure		
VBSE-XPert-0002		Catalog No.: 3930432	180963774 E	SF Bay Area	Ventilated Balance Safety Enclosure	7/22/2019	VWR
CLBE-387-0002	Labconco	3873021	170238820C	SF Bay Area	Horizontal Clean Bench		
	Airclean Systems	AC23824TE	AC23824TE740	SF Bay Area	Benchtop Enclosure		

Emeryville Phase II

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1591	TACM-TC4SC4-0032	Eppendorf North America Inc	TC4SCB V2.0	3011424	Device	TC4SCB	Temperature and Agitation Controller Module
	BIOR-Dasgip-0036	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2501	CDTR-InfinityDAD-0006	Agilent Technologies Inc.	G7117C	DEAEK07781	Module	InfinityDAD	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2869	CDTR-InfinityELSD-0001	Agilent Technologies Inc.	G72826A	GB20480007	Module	InfinityELSD	Chromatography
LE2503	INJR-InfinityInjector-0008	Agilent Technologies Inc.	G7129C	DEAGQ02430	Module	InfinityInjector	Chromatography
LE2504	PUMP-InfinityPump-0008	Agilent Technologies Inc.	G7104C	DEAGZ02002	Module	InfinityPump	Chromatography
LE2502	TSCO-InfinityColumnOven-0006	Agilent Technologies Inc.	G7116A	DEAEM07100	Module	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-IPC-0001	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
LE1546	BIOB-BioBlock-0026	Eppendorf North America Inc	TC V2.0	3008492	Device	BioBlock	Bioblock
LE1569	GASM-MX44-0026	Eppendorf North America Inc	MX4/4	3011268	Device	MX4/4H	Gassing Module
LE1570	PHDO-PH4PO4-0026	Eppendorf North America Inc	PH4PO4 V2.0	3011201	Device	PH4PO4	pH and DO Module
LE1548	PUMP-MP8-0053	Eppendorf North America Inc	MP8 V2.0	3010940	Device	MP8	Pump Module
LE1549	PUMP-MP8-0054	Eppendorf North America Inc	MP8 V2.0	3010956	Device	MP8	Pump Module
LE1568	TACM-TC4SC4-0026	Eppendorf North America Inc	TC4SCB V2.0	3011275	Device	TC4SCB	Temperature and Agitation Controller Module
	BIOR-Dasgip-0026	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE1543	BIOB-BioBlock-0027	Eppendorf North America Inc	TC V2.0	3008590	Device	BioBlock	Bioblock
LE1560	GASM-MX44-0027	Eppendorf North America Inc	MX4/4	3011415	Device	MX4/4H	Gassing Module
LE1561	PHDO-PH4PO4-0027	Eppendorf North America Inc	PH4PO4 V2.0	3011368	Device	PH4PO4	pH and DO Module
LE1556	PUMP-MP8-0057	Eppendorf North America Inc	MP8 V2.0	3011566	Device	MP8	Pump Module
LE1557	PUMP-MP8-0058	Eppendorf North America Inc	MP8 V2.0	3011380	Device	MP8	Pump Module
LE1558	PUMP-MP8-0059	Eppendorf North America Inc	MP8 V2.0	3011356	Device	MP8	Pump Module
LE1559	TACM-TC4SC4-0027	Eppendorf North America Inc	TC4SCB V2.0	3011463	Device	TC4SCB	Temperature and Agitation Controller Module
LE1544	BIOB-BioBlock-0028	Eppendorf North America Inc	TC V2.0	3008594	Device	BioBlock	Bioblock
LE1563	GASM-MX44-0028	Eppendorf North America Inc	MX4/4	3011407	Device	MX4/4H	Gassing Module
LE1564	PHDO-PH4PO4-0028	Eppendorf North America Inc	PH4PO4 V2.0	3011373	Device	PH4PO4	pH and DO Module
LE1553	PUMP-MP8-0060	Eppendorf North America Inc	MP8 V2.0	3011581	Device	MP8	Pump Module
LE1554	PUMP-MP8-0061	Eppendorf North America Inc	MP8 V2.0	3011381	Device	MP8	Pump Module

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1555	PUMP-MP8-0062	Eppendorf North America Inc	MP8 V2.0	3011374	Device	MP8	Pump Module
LE1562	TACM-TC4SC4-0028	Eppendorf North America Inc	TC4SCB V2.0	3011385	Device	TC4SCB	Temperature and Agitation Controller Module
LE1573	BIOB-BioBlock-0029	Eppendorf North America Inc	TC V2.0	3008595	Device	BioBlock	Bioblock
LE1599	GASM-MX44-0029	Eppendorf North America Inc	MX4/4	3011395	Device	MX4/4H	Gassing Module
LE1598	PHDO-PH4PO4-0029	Eppendorf North America Inc	PH4PO4 V2.0	3011405	Device	PH4PO4	pH and DO Module
LE1571	PUMP-MP8-0063	Eppendorf North America Inc	MP8 V2.0	3011378	Device	MP8	Pump Module
LE1572	PUMP-MP8-0064	Eppendorf North America Inc	MP8 V2.0	3011375	Device	MP8	Pump Module
LE1600	TACM-TC4SC4-0029	Eppendorf North America Inc	TC4SCB V2.0	3011411	Device	TC4SCB	Temperature and Agitation Controller Module
CTPC06799	PLTF-DasgipControlSystem-0009	Eppendorf North America Inc	DasgipControlSystem	I Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0029	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE1576	BIOB-BioBlock-0030	Eppendorf North America Inc	TC V2.0	3008592	Device	BioBlock	Bioblock
LE1596	GASM-MX44-0030	Eppendorf North America Inc	MX4/4	3010980	Device	MX4/4H	Gassing Module
LE1595	PHDO-PH4PO4-0030	Eppendorf North America Inc	PH4PO4 V2.0	3011372	Device	PH4PO4	pH and DO Module
LE1575	PUMP-MP8-0065	Eppendorf North America Inc	MP8 V2.0	3011377	Device	MP8	Pump Module
LE1574	PUMP-MP8-0066	Eppendorf North America Inc	MP8 V2.0	3011396	Device	MP8	Pump Module
LE1597	TACM-TC4SC4-0030	Eppendorf North America Inc	TC4SCB V2.0	3011461	Device	TC4SCB	Temperature and Agitation Controller Module
	BIOR-Dasgip-0030	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE1579	BIOB-BioBlock-0031	Eppendorf North America Inc	TC V2.0	3008597	Device	BioBlock	Bioblock
LE1593	GASM-MX44-0031	Eppendorf North America Inc	MX4/4	3011334	Device	MX4/4H	Gassing Module
LE1592	PHDO-PH4PO4-0031	Eppendorf North America Inc	PH4PO4 V2.0	3011453	Device	PH4PO4	pH and DO Module
LE1577	PUMP-MP8-0067	Eppendorf North America Inc	MP8 V2.0	3011379	Device	MP8	Pump Module
LE1578	PUMP-MP8-0068	Eppendorf North America Inc	MP8 V2.0	3011388	Device	MP8	Pump Module
LE1594	TACM-TC4SC4-0031	Eppendorf North America Inc	TC4SCB V2.0	3011425	Device	TC4SCB	Temperature and Agitation Controller Module
LE1582	BIOB-BioBlock-0032	Eppendorf North America Inc	TC V2.0	3008596	Device	BioBlock	Bioblock
LE1590	GASM-MX44-0032	Eppendorf North America Inc	MX4/4	3011394	Device	MX4/4H	Gassing Module

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1589	PHDO-PH4PO4-0032	Eppendorf North America Inc	PH4PO4 V2.0	3010916	Device	PH4PO4	pH and DO Module
LE1580	PUMP-MP8-0069	Eppendorf North America Inc	MP8 V2.0	3011281	Device	MP8	Pump Module
LE1581	PUMP-MP8-0070	Eppendorf North America Inc	MP8 V2.0	3011027	Device	MP8	Pump Module
LE2686	BIOB-BioBlock-0033	Eppendorf North America Inc	TC V2.0	3008588	Device	BioBlock	Bioblock
LE2688	GASM-MX44-0033	Eppendorf North America Inc	MX4/4	3011393	Device	MX4/4H	Gassing Module
LE2689	PHDO-PH4PO4-0033	Eppendorf North America Inc	PH4PO4 V2.0	3011083	Device	PH4PO4	pH and DO Module
LE2684	PUMP-MP8-0071	Eppendorf North America Inc	MP8 V2.0	3011343	Device	MP8	Pump Module
LE2685	PUMP-MP8-0072	Eppendorf North America Inc	MP8 V2.0	3011345	Device	MP8	Pump Module
LE2742	PUMP-MP8-0083	Eppendorf North America Inc	MP8 V2.0	3012748	Device	MP8	Pump Module
LE2687	TACM-TC4SC4-0033	Eppendorf North America Inc	TC4SCB V2.0	3011386	Device	TC4SCB	Temperature and Agitation Controller Module
CTPC06788	PLTF-DasgipControlSystem-0011	Eppendorf North America Inc	DasgipControlSystem	K Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0033	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2692	BIOB-BioBlock-0034	Eppendorf North America Inc	TC V2.0	3008570	Device	BioBlock	Bioblock
LE2706	GASM-MX44-0036	Eppendorf North America Inc	MX4/4	3011469	Device	MX4/4H	Gassing Module
LE2707	PHDO-PH4PO4-0036	Eppendorf North America Inc	PH4PO4 V2.0	3011370	Device	PH4PO4	pH and DO Module
LE2702	PUMP-MP8-0077	Eppendorf North America Inc	MP8 V2.0	3011360	Device	MP8	Pump Module
LE2703	PUMP-MP8-0078	Eppendorf North America Inc	MP8 V2.0	3011031	Device	MP8	Pump Module
LE2698	BIOB-BioBlock-0035	Eppendorf North America Inc	TC V2.0	3008598	Device	BioBlock	Bioblock
LE2700	GASM-MX44-0035	Eppendorf North America Inc	MX4/4	3011414	Device	MX4/4H	Gassing Module
LE2696	PUMP-MP8-0075	Eppendorf North America Inc	MP8 V2.0	3011358	Device	MP8	Pump Module
LE2697	PUMP-MP8-0076	Eppendorf North America Inc	MP8 V2.0	3011413	Device	MP8	Pump Module
LE2704	BIOB-BioBlock-0036	Eppendorf North America Inc	TC V2.0	3008591	Device	BioBlock	Bioblock
LE2694	GASM-MX44-0034	Eppendorf North America Inc	MX4/4	3011403	Device	MX4/4H	Gassing Module
LE2695	PHDO-PH4PO4-0034	Eppendorf North America Inc	PH4PO4 V2.0	3011432	Device	PH4PO4	pH and DO Module
LE2690	PUMP-MP8-0073	Eppendorf North America Inc	MP8 V2.0	3011362	Device	MP8	Pump Module
LE2691	PUMP-MP8-0074	Eppendorf North America Inc	MP8 V2.0	3011342	Device	MP8	Pump Module
LE2693	TACM-TC4SC4-0034	Eppendorf North America Inc	TC4SCB V2.0	3011439	Device	TC4SCB	Temperature and Agitation Controller Module
LE1308	PRNT-9410-0001	Markem-Imaje Corp	9410	US19010415	Device	9410	Label Printer

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1306	BKDS-MediaJet-0002	Integra Biosciences Inc.	MediaJet	10318998	Device	MediaJet	Bulk Dispenser
LE0596	LIQH-Bravo-0003	Agilent Technologies Inc.	16050-101	USS2009400037	Device	Bravo	Liquid Handler
	MODX-FI-0001	Zymergen Inc			Module	Platform	Platform
	CDTR-UltimateDAD-0001	Thermo Electron North America LLC	5082.001	8126020	Device	UltimateDAD	Chromatography
	INJR-UltimateInjector-0001	Thermo Electron North America LLC	5840.002	8126988	Device	UltimateInjector	Chromatography
	MSSP-QEMS-0001	Thermo Electron North America LLC	EXR0726020	SN02631L	Device	QEMS	Mass Spectrometry System
	PUMP-UltimatePump-0001	Thermo Electron North America LLC	5040.0046	8126434	Device	UltimatePump	Chromatography
	TSCO-UltimateColumnOven-0001	Thermo Electron North America LLC	5730	6013410	Device	UltimateColumnOven	Column Oven (Component of Agilent HPLC system)
	PLTF-QE-0001	ThermoFisher Scientific Inc.			Platform	Platform	Platform (Automation Customized)
	ZRAC-XPeel-0001	Zymergen Inc	XPeel		Sub-Module	Platform	Plate Peeler
CTPC06785	PLTF-DasgipControlSystem-0008	Eppendorf North America Inc	DasgipControlSystem	G Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0027	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
	BIOR-Dasgip-0028	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2740	PUMP-MP8-0081	Eppendorf North America Inc	MP8 V2.0	3012733	Device	MP8	Pump Module
CTPC06792	PLTF-DasgipControlSystem-0010	Eppendorf North America Inc	DasgipControlSystem	J Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0031	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2741	PUMP-MP8-0082	Eppendorf North America Inc	MP8 V2.0	3012708	Device	MP8	Pump Module
	BIOR-Dasgip-0032	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2743	PUMP-MP8-0084	Eppendorf North America Inc	MP8 V2.0	3012749	Device	MP8	Pump Module
LE2705	TACM-TC4SC4-0036	Eppendorf North America Inc	TC4SCB V2.0	3011472	Device	TC4SCB	Temperature and Agitation Controller Module
CTPC06790	PLTF-DasgipControlSystem-0012	Eppendorf North America Inc	DasgipControlSystem	L Block	Platform	DasgipControlSystem	Platform (Automation Customized)
	BIOR-Dasgip-0034	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2701	PHDO-PH4PO4-0035	Eppendorf North America Inc	PH4PO4 V2.0	3011452	Device	PH4PO4	pH and DO Module

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	BIOR-Dasgip-0035	Eppendorf North America Inc	Dasgip		Platform	Dasgip	Bioreactor System
LE2699	TACM-TC4SC4-0035	Eppendorf North America Inc	TC4SCB V2.0	3011390	Device	TC4SCB	Temperature and Agitation Controller Module
LE2464	GSCR-ATGC-0001	Agilent Technologies Inc.	7890B (G3440B)	US19023016	Sub-Module	ATGC	
LE2463	INJR-ATGCInjector-0001	Agilent Technologies Inc.	G4513A	CN16360121	Sub-Module	ATGCInjector	Chromatography
LE2470	INJR-ATGCSampler-0001	Agilent Technologies Inc.	G4514A	CN18260081	Sub-Module	ATGCSampler	Chromatography
	PLTF-GC-0001	Agilent Technologies Inc.			Platform	GC	Platform (Automation Customized)
	MSSP-ATGCMS-0002	Agilent Technologies Inc.	5977B	US1818R008	Device	ATGCMS	Mass Spectrometry System
	MSSP-ATGCMS-0003	Agilent Technologies Inc.	5977B	US2038M032	Device	ATGCMS	Mass Spectrometry System
LE0662	PLSH-BioShake-0002	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0723	PLSH-Bioshake-0032	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0500	LIQH-EVOMCA96-0011	Tecan US Inc.	96 MCA Head	907005884	Device	EVOMCA96	Liquid Handler
LE0494	LIQH-EVOMCA96-0003	Tecan US Inc.	96 MCA Head	807002571	Device	EVOMCA96	Liquid Handler
LE0731	LIQH-Bravo384ST-0015	Agilent Technologies Inc.	04318-201	SG1824N002	Device	Bravo384ST	Liquid Handler
	GSCR-ATGC-0004	Agilent Technologies Inc.	7890B	US19023016	Device	ATGC	Chromatography
	INJR-ATGCInjector-0004	Agilent Technologies Inc.	G4513A	CN16360121	Device	ATGCInjector	Chromatography
	INJR-ATGCSampler-0004	Agilent Technologies Inc.	G4514A	CN18260081	Device	ATGCSampler	Chromatography
	PLTF-GCMS-0002	Agilent Technologies Inc.			Platform	GCMS	Platform (Automation Customized)
	GSCR-ATGC-0005	Agilent Technologies Inc.	8890	US2041A012	Device	ATGC	Chromatography
	INJR-ATGCHeadspace-0001	Agilent Technologies Inc.	7697A	CN18350082	Device	ATGCHeadspace	Chromatography
	INJR-ATGCInjector-0005	Agilent Technologies Inc.	G4513A	RO20527008	Device	ATGCInjector	Chromatography
	INJR-ATGCSampler-0005	Agilent Technologies Inc.	G4514A	RO20375050	Device	ATGCSampler	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	PLTF-HSGCMS-0001	Agilent Technologies Inc.			Platform	HSGCMS	Platform (Automation Customized)
LE0283	ACLV-Yam-0003	Yamato Scientific co., ltd.	SN-510C	J1604011		Yam	Autoclave
LE0419	ACLV-Yam-0004	Yamato Scientific co., ltd.	SQ-510C	J1712187		Yam	Autoclave
LE0808	ACLV-Yam-0005	Yamato Scientific co., ltd.	SQ-510C	J1806137		Yam	Autoclave
LE0994	ACLV-Yam-0006	Yamato Scientific co., ltd.	SQ-510C	J1806134		Yam	Autoclave
LE0264	AIRC-JunAir-0002	JUN AIR Inc	2xOF1202-40MQ6	616092344		JunAir	Air Compressor
LE2001	AIRC-JunAir-0004	JUN AIR Inc	OF302-25MQ2	319800104		JunAir	Air Compressor
LE2075	AIRC-JunAir-0005	JUN AIR Inc	2xOF1202-40MQ6	518802378		JunAir	Air Compressor
LE2083	AIRC-JunAir-0006	JUN AIR Inc	OF1202-40MQ3	617800617		JunAir	Air Compressor
LE2084	AIRC-JunAir-0007	JUN AIR Inc	2xOF1202-40MQ6	1616800604		JunAir	Air Compressor
	AIRC-JunAir-0010	JUN AIR Inc	2xOF1202-40MQ6	216801580		JunAir	Air Compressor
	ARSR-PCE-0001	PCE Holding GmbH	PCE-AS1	CY-141283		PCE	
LE2107	BALX-Explorer-0002	Mettler-Toledo, LLC	EX10202	C108216122			Balance (precision scale)
LE0147	BALX-Fact-0001	Mettler-Toledo, LLC	AB304-S/Fact	1127442736		Fact	Balance (precision scale)
None	BALX-LabForce-0001	Thomas Scientific	TS-E-6001	10232016136		LabForce	Balance (precision scale)
LE2126	BARO-2320-0001		2320EXT-EH	20093			
None	BATH-Branson-0001	Emerson Electric Co.	CPX5800H	BG0101839660B		Branson	Temp controlled water bath
None	BATH-Branson-0002	Emerson Electric Co.	M3800	BGI051882890B		Branson	Temp controlled water bath
None	BATH-Branson-0003	Emerson Electric Co.	CPX2800H	BGG031863320B		Branson	Temp controlled water bath
None	BATH-Branson-000X	Emerson Electric Co.	M3800	BGI032039430B		Branson	Temp controlled water bath
None	BATH-Isotemp-0002	Fisher Scientific	Isotemp205	210N0912		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0004	Fisher Scientific	FSGPD05	300222304		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0005	Fisher Scientific	FSGPD05	300222305		Isotemp	Temp controlled water bath

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	BATH-Isotemp-0006	Fisher Scientific	2239	300010220		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0007	Fisher Scientific	2239	300010220		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0009	Fisher Scientific	FSGPD05	300146818		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0010	Fisher Scientific	FSGPD05	300202506		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0011	Fisher Scientific	FSGPD05	300058916		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0013	Fisher Scientific	FSGPD05	300222304		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0014	Fisher Scientific	FS Drybath-Stdrd 2blck 100-120v	I6BF60022182		Isotemp	Temp controlled water bath
None	BATH-Isotemp-0015	Fisher Scientific	FSGPD02	300440154			Temp controlled water bath
None	BATH-Isotemp-0016	Fisher Scientific	FSGPD02	300435776			Temp controlled water bath
None	BATH-Labnet-0001	Corning Inc.	D1100	41A08065		Labnet	Temp controlled water bath
None	BATH-Labnet-0002	Corning Inc.	D1100	41A08017		Labnet	Temp controlled water bath
None	BATH-Labnet-0003	Corning Inc.	D1100	41A08065		Labnet	Temp controlled water bath
None	BATH-Thermo-0001	Thermo Fisher Scientific Inc.	2837	203349		Thermo	Temp controlled water bath
None	BATH-VWR-0001	VWR Internaitonal	12621-108	100201015		VWR	Temp controlled water bath
None	BATH-VWR-0003	VWR Internaitonal	WB02	W41790268		VWR	Temp controlled water bath
None	BATH-VWR-0004	VWR Internaitonal	WB05	W417C0389		VWR	Temp controlled water bath
None	BATH-VWR-0015	VWR Internaitonal	ANALOG 2 BLOCK HEATER 120V	100201015		VWR	Temp controlled water bath
None	BATH-VWR-0016	PolySciences, Inc.	WB20	W21551717		Poly	Temp controlled water bath
LE0050	BKDS-WellMate-0006	Matrix Technologies Corp	WellMate	689	Device	WellMate	Bulk Dispenser
LE1246	BKDS-WellMate-0007	Matrix Technologies Corp	WellMate	122	Device	WellMate	Bulk Dispenser

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2339	BSCX-EF-0003	Enviroflo, Inc	EF-2000-03	19-03111-0906			Bio Safety Cabinet (BSC)
LE2029	BSCX-NU-0007	Nuaire, Inc.	NU-540-600	1.93511E+11		NU	Bio Safety Cabinet (BSC)
LE0781	BSCX-NU-0008	Nuaire, Inc.	NU-425-600	1.63449E+11		NU	Bio Safety Cabinet (BSC)
LE2014	BSCX-NU-0010	Nuaire, Inc.	NU-540-600	1.92945E+11		NU	Bio Safety Cabinet (BSC)
LE0778	BSCX-NU-0011	Nuaire, Inc.	NU-540-600	1.78727E+11		NU	Bio Safety Cabinet (BSC)
LE0181	BSCX-NU-0012	Nuaire, Inc.	NU-425-600	1.70859E+11		NU	Bio Safety Cabinet (BSC)
LE2013	BSCX-NU-0013	Nuaire, Inc.	NU-540-600	1.92944E+11		NU	Bio Safety Cabinet (BSC)
	BSCX-NU-0014						
LE0229	BSCX-NU-0015	Nuaire, Inc.	NU-540-600	1.76057E+11		NU	Bio Safety Cabinet (BSC)
LE0942	BSCX-NU-0018	Nuaire, Inc.	NU-540-600	1.82593E+11		NU	Bio Safety Cabinet (BSC)
LE2751	CALM-DSC-0001	TA Instruments - Waters LLC	25	DSC2A-00956	Device	DSC	
None	CENT-54-0023	Eppendorf North America Inc	5415D	542536876		54	Centrifuge
None	CENT-54-0034	Eppendorf North America Inc	5453	5453ER488167		54	Centrifuge
None	CENT-54-0039	Eppendorf North America Inc	5453	5453K384061		54	Centrifuge
None	CENT-54-0040	Eppendorf North America Inc	5415D	54250070915		54	Centrifuge
None	CENT-54-0041	Eppendorf North America Inc	5415D	54250077891		54	Centrifuge
None	CENT-54-0042	Eppendorf North America Inc	5415D	542531587		54	Centrifuge
None	CENT-54-0043	Eppendorf North America Inc	5417C	541708954		54	Centrifuge
None	CENT-54-0044	Eppendorf North America Inc	5453	35686		54	Centrifuge
None	CENT-54-0045	Eppendorf North America Inc	5452	5452EL984378		54	Centrifuge
None	CENT-54-0053	Eppendorf North America Inc	5452	5452EL98478		54	Centrifuge
None	CENT-54-0063	Eppendorf North America Inc	5415D	542552881		54	Centrifuge
LE1826	CENT-54-0001	Eppendorf North America Inc	5702	5702BI830390		57	Centrifuge
LE2829	CENT-54-0005	Eppendorf North America Inc	5810R	5811IN988873			Centrifuge
LE2415	CENT-Allegra-0001	Beckman Coulter	392932	ALP09829		Allegra	Centrifuge
LE0165	CENT-Avanti-0003	Beckman Coulter	AvantiJ-E	JSE15J14		Avanti	Centrifuge
LE2057	CENT-Avanti-0008	Beckman Coulter	AvantiJ-E	JSE17H11		Avanti	Centrifuge
LE2031	CENT-Avanti-0010	Beckman Coulter	AvantiJ-E	JSE18E05		Avanti	Centrifuge
LE2425	CENT-Avanti-0015	Beckman Coulter	AvantiJ-E	JSE19C19		Avanti	Centrifuge
None	CENT-Mini-0003	VWR Internaitonal	C1603	A110-02325		Mini	Centrifuge
None	CENT-Mini-0004	SCILOGEX	D1008	HG4A009117		Mini	Centrifuge
None	CENT-Mini-0005	Accuflow Systems, Inc.	Myfuge	mini-fuge-10686		Mini	Centrifuge
None	CENT-Mini-0006	Fisher Scientific	Sprout	HSB29286		Mini	Centrifuge

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	CENT-Mini-0007	Fisher Scientific	Sprout	HSB29288		Mini	Centrifuge
LE2209	CHLL-Merlin-0001	ThermoFisher Scientific Inc.	Merlin M75	1122659301190709			Chiller
	CHLL-Merlin-0003	Thermo Fisher Scientific Inc.	Merlin M75	1122474501190304			Chiller
	CHLL-MicroCool-0005	Lauda Brinkmann	MC 1200	LWM422-15-0004		MicroCool	Chiller
LE1665	CHLL-MicroCool-0006	Lauda Brinkmann	MC 1200	S180006302		MicroCool	Chiller
LE1667	CHLL-MicroCool-0008	Lauda Brinkmann	MC 1200	S180000081		MicroCool	Chiller
LE1668	CHLL-MicroCool-0009	Lauda Brinkmann	MC 1200	S190002632		MicroCool	Chiller
LE1669	CHLL-MicroCool-0010	Lauda Brinkmann	MC 1200	S190002630		MicroCool	Chiller
LE1671	CHLL-MicroCool-0012	Lauda Brinkmann	MC 1200	S180012476		MicroCool	Chiller
LE2452	CHLL-MicroCool-0013	Lauda Brinkmann	MC 1200	S180006304		MicroCool	Chiller
LE2454	CHLL-MicroCool-0014	Lauda Brinkmann	MC 1200	S180013272		MicroCool	Chiller
LE2456	CHLL-MicroCool-0015	Lauda Brinkmann	MC 1200	S180002521		MicroCool	Chiller
	CHLL-MicroCool-0016	Lauda Brinkmann	MC 1200			MicroCool	Chiller
LE2455	CHLL-ThermoFlex-0002	Thermo Fisher Scientific Inc.	ThermoFlex 1400	1.2788E+14		ThermoFlex	Chiller
None	CLBE-387-0003	Labconco	3873021	170238820C		387	
LE2733	CMTR-SevenExcellence-0002	Mettler-Toledo, LLC	SevenExcellence	B850927230			
None	FFUX-Whisper-0006	Terra Universal Inc.	6601-1624-H	AS061880119		Whisper	Fan Filter Unit
None	FFUX-Whisper-0009	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152005		Whisper	Fan Filter Unit
LE2619	FFUX-Whisper-0010	Terra Universal Inc.	6601-1624-H	6601-1624-HP134673001		Whisper	Fan Filter Unit
LE2205	FFUX-Whisper-0011	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152006		Whisper	Fan Filter Unit
LE2207	FFUX-Whisper-0014	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152001		Whisper	Fan Filter Unit
LE2493	FLCR-Isolera-0001	Biotage LLC	Isolera One	DEBBH00134	Device	Isolera	
None	FRZR-Isotemp-0002	Fisher Scientific	GT05FFEEFSA	300415502		Isotemp	Freezer (-20C)
None	FRZR-Sears-0006	Sears Holdings	253.2244241	WB61447281		Sears	Freezer (-20C)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0329	FRZR-VWR-0004	VWR Internaitonal	MFP-30-TS	VWR-17A0011-1701		VWR	Freezer (-20C)
LE2334	Fume-AirClean-0003	Airclean Systems Inc	AC4000S	AC4000S-1290			Fume Hood
LE2833	Fume-AirClean-0008	Airclean Systems Inc	AC23824A	AC23824A-780			Fume Hood
	--	Airclean Systems Inc	AC23824A	AC23824A-808			Fume Hood
	--	Airclean Systems Inc	AC23824A	AC23824A-726			Fume Hood
LE0280	Fume-Genie-0001		None	EQ-088			Fume Hood
LE2109	Fume-Paramount-0001	Labconco	6963401	210308956 A			Fume Hood
LE2827	Fume-Protector-0012	Labconco	1.1061E+13	201001738C			Fume Hood
LE2828	Fume-Protector-0013	Labconco	1.1061E+13	2010208012C			Fume Hood
LE2134	Fume-Protector-0014	Labconco	180610200	210817143 B			Fume Hood
LE2754	HZMR-HazeGard-0001	Byk USA Inc.	haze-gard i	1334688	Device	HazeGard	
LE0170	ICEX-F330-0001	Hoshizaki America, Inc.	F-330BAH	F04121G		F330	Ice Maker
LE0420	ICEX-F330-0003	Hoshizaki America, Inc.	F-330BAJ	G00383B		F330	Ice Maker
LE2073	ICEX-F330-0004	Hoshizaki America, Inc.	F-330BAJ	G003918		F330	Ice Maker
LE0266	ICEX-F330-0005	Hoshizaki America, Inc.	F-330BAH	V11044F		F330	Ice Maker
LE2411	yes	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR17835	Device	GelDoc	
LE2048	IMSM-GelDoc-0003	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR17506	Device	GelDoc	
LE0108	IMSM-GelDoc-0004	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR12156	Device	GelDoc	
LE0348	INCS-Innova-0021	Eppendorf North America Inc	Innova 44R	SI44GQ304347		Innova	Incubator Shaker
LE0347	INCS-Innova-0022	Eppendorf North America Inc	Innova 44R	SI44GQ204344		Innova	Incubator Shaker
LE0292	INCS-Innova-0030	Eppendorf North America Inc	Innova 44R	SI44FL103665		Innova	Incubator Shaker
LE0293	INCS-Innova-0031	Eppendorf North America Inc	Innova 44R	SI44FL803664		Innova	Incubator Shaker
LE0411	INCS-Innova-0039	Eppendorf North America Inc	Innova 42R	SI42HK503845		Innova	Incubator Shaker
LE0424	INCS-Innova-0040	Eppendorf North America Inc	Innova 44R	SI44GN604167		Innova	Incubator Shaker
LE0425	INCS-Innova-0041	Eppendorf North America Inc	Innova 44R	SI44GM604166		Innova	Incubator Shaker
LE0426	INCS-Innova-0042	Eppendorf North America Inc	Innova 44R	SI44GN304170		Innova	Incubator Shaker
LE1612	INCS-Innova-0047	Eppendorf North America Inc	Innova 44R	SI44HR204946		Innova	Incubator Shaker
LE0468	INCS-Labnet-0001	Corning Inc.	211DS	3020518		Labnet	Incubator Shaker
LE0422	INCS-MaxQ-0002	Thermo Fisher Scientific Inc.	SHKE4000	300153672		MaxQ	Incubator Shaker
LE0157	INCS-VWR-0008	VWR Internaitonal	1585 R	5007416		VWR	Incubator Shaker
LE0453	INCX-VWR-0009	VWR Internaitonal	89511-422	42155944		VWR	Incubator Static / Gravity
None	INCX-VWR-0065	VWR Internaitonal	NACN: 10055-006	19010104		VWR	Incubator Static / Gravity
LE1632	LFHX-NU-0001	Nuaire, Inc.	NU-S240-630	1.92288E+11		NU	Laminar Flow Hood
LE0390	LFHX-NU-0002	Nuaire, Inc.	NU-S201-630	1.82381E+11		NU	Laminar Flow Hood
LE0391	LFHX-NU-0003	Nuaire, Inc.	NU-S201-630	1.8238E+11		NU	Laminar Flow Hood
LE1634	LFHX-NU-0005	Nuaire, Inc.	NU-S240-630	1.92289E+11		NU	Laminar Flow Hood
LE0105	LFHX-NU-0006	Nuaire, Inc.	NU-201-630	1.69625E+11		NU	Laminar Flow Hood

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1234	LIQH-Liquidator-0001	Mettler-Toledo Rainin, LLC	Liquidator 96	B808450048	Device	Liquidator	Liquid Handler
LE0526	LIQH-Mantis-0003	Formulatrix, Inc.	Mantis	136	Device	Mantis	Liquid Handler
LE1243	LIQH-Mantis-0004	Formulatrix, Inc.	Mantis V3.2	698	Device	Mantis	Liquid Handler
None	OVEN-DZF-0001	Hydrion Scientific	DZF-6020	MYH160107PCDC 6003Z2		DZF	Oven haha
None	OVEN-FisherBiotech-0001	Thermo Fisher Scientific Inc.	FBHI10	0998-0236		FisherBiotech	Oven
LE2126	OVEN-fisherbrand-0001	Thermo Fisher Scientific Inc.	151030521	42779841			Oven
LE1027	OVEN-Heratherm-0001	Thermo Fisher Scientific Inc.	627609	300232514		Heratherm	Oven
LE1011	OVEN-Heratherm-0003	Thermo Fisher Scientific Inc.	Heratherm OMH100	42324909		Heratherm	Oven
LE1018	OVEN-Heratherm-0005	Thermo Fisher Scientific Inc.	627609	300232508		Heratherm	Oven
LE1027	OVEN-Heratherm-0007	Thermo Fisher Scientific Inc.	627609	300232514		Heratherm	Oven
LE1017	OVEN-HTMA-0001	Thermo Fisher Scientific Inc.	HTMA6/28 200-208V 1PH+N	21-800695		HTMA	Oven
LE2624	OVEN-Lindberg-0001	ThermoFisher Scientific Inc.	VO1218A-1	1126495201190726			Oven
LE2625	OVEN-Lindberg-0002	ThermoFisher Scientific Inc.	VO1218A-1	1126484801190718			Oven
LE2626	OVEN-Lindberg-0003	ThermoFisher Scientific Inc.	VO1218A-1	1126377201190411			Oven
LE2124	OVEN-Lindberg-0005	Thermo Fisher Scientific Inc.	VO1218A-1	1145158601210423			Oven
LE2129	OVEN-Thermo-0001	Thermo Fisher Scientific Inc.	PR305225M	300258929			Oven
LE2123	Oven-Thermo-0002	Thermo Fisher Scientific Inc.	3608	300205228			Oven
LE2622	OVEN-Vacutherm-0001	ThermoFisher Scientific Inc.	VT 6060 P	42361735			Oven
LE2623	OVEN-Vacutherm-0002	ThermoFisher Scientific Inc.	VT 6060 P	42600216			Oven
	OVEN-Vacutherm-0003		3618-S	300454345			Oven
LE1021	OVEN-VWR-0003	VWR International	89511-412	42300617		VWR	Oven
LE1022	OVEN-VWR-0004	VWR Internaitonal	89511-412	42301468		VWR	Oven
LE2079	OVEN-VWR-0005	VWR Internaitonal	89511-410	42397948		VWR	Oven
LE2078	OVEN-VWR-0006	VWR Internaitonal	89511-412	42386104		VWR	Oven
LE1016	OVEN-VWR-0007	VWR International	89511-412	42301452			Oven

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2328	OVEN-VWR-0008	VWR Internaitonal	89511-406	42586809		VWR	Oven
LE0140	Yes	Thermo Fisher Scientific Inc.	2720	272S5153106		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0142	PCRX-2720-0002	Thermo Fisher Scientific Inc.	2720	27255153110		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0141	PCRX-2720-0003	Thermo Fisher Scientific Inc.	2720	272S5151635		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0041	PCRX-2720-0004	Thermo Fisher Scientific Inc.	2720	272S4182037		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0040	PCRX-2720-0008	Thermo Fisher Scientific Inc.	2720	272S4182406		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2420	PCRX-ProFlex-0005	Thermo Fisher Scientific Inc.	ProFlex (Triple-lid 96 Well)	297805299/297823310		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2067	PCRX-ProFlex-0019	Thermo Fisher Scientific Inc.	ProFlex	2978018031026/297850347		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2068	PCRX-ProFlex-0020	Thermo Fisher Scientific Inc.	ProFlex	297808191/297850580		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2069	PCRX-ProFlex-0021	Thermo Fisher Scientific Inc.	ProFlex	2978018061646/297850805		ProFlex	Thermo Cycler for Polymerase Chain

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Reaction Amplification of DNA/RNA
LE2070	PCRX-ProFlex-0022	Thermo Fisher Scientific Inc.	ProFlex	2978018061621/297850775		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2071	PCRX-ProFlex-0023	Thermo Fisher Scientific Inc.	ProFlex	2978019013085/297850961		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0917	PCRX-ProFlex-0024	Thermo Fisher Scientific Inc.	ProFlex	2978018082101/297850844		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0918	PCRX-ProFlex-0025	Thermo Fisher Scientific Inc.	ProFlex	2978018082099/297850844		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2044	PCRX-ProFlex-0026	Thermo Fisher Scientific Inc.	ProFlex	297809043/297850657		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2045	PCRX-ProFlex-0027	Thermo Fisher Scientific Inc.	ProFlex	2978019023549/297850980		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2046	PCRX-ProFlex-0028	Thermo Fisher Scientific Inc.	ProFlex	2978019023550/297850987		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2047	PCRX-ProFlex-0029	Thermo Fisher Scientific Inc.	ProFlex	297809042/297850648		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0354	PCRX-ProFlex-0030	Thermo Fisher Scientific Inc.	ProFlex	297805457/297850405		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0081	PCRX-ProFlex-0031	Thermo Fisher Scientific Inc.	ProFlex	297802253/297850044		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2053	PCRX-ProFlex-0032	Thermo Fisher Scientific Inc.	ProFlex	2978019013088/297850959		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0187	PCRX-ProFlex-0033	Thermo Fisher Scientific Inc.	ProFlex	297804696/297850373		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2427	PCRX-ProFlex-0034	Thermo Fisher Scientific Inc.	ProFlex	2978019084664/297851054		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2428	PCRX-ProFlex-0035	Thermo Fisher Scientific Inc.	ProFlex	2978019084667/297851098		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2429	PCRX-ProFlex-0036	Thermo Fisher Scientific Inc.	ProFlex	2978019084662/297851094		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2430	PCRX-ProFlex-0037	Thermo Fisher Scientific Inc.	ProFlex	2978019084665/297851092		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2206	PCRX-ProFlex-0038	ThermoFisher Scientific Inc.	ProFlex	297808980/297850661		ProFlex	Thermo Cycler for Polymerase Chain Reaction

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Amplification of DNA/RNA
LE2092	PCRX-ProFlex-0039	Thermo Fisher Scientific Inc.	ProFlex	297089197/297850665		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2341	PCRX-ProFlex-0040	Thermo Fisher Scientific Inc.	ProFlex	2978019084663/297851093		Thermocycler	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2417	PCRX-Tpro-0001	Analytik Jena AG	070-851	2606271		Tpro	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0080	PCRX-Veriti-0001	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990226335		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2438	PCRX-Veriti-0001	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235029		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2439	PCRX-Veriti-0002	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235031		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0067	PCRX-Veriti-0003	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990226342		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0182	PCRX-Veriti-0004	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990232073		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0183	PCRX-Veriti-0005	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2996229738		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0184	PCRX-Veriti-0006	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990229738		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2441	PCRX-Veriti-0007	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235030		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2442	PCRX-Veriti-0008	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990235027		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2408	PCRX-Veriti-0009	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990239133		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2418	PCRX-Veriti-0010	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237329		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2419	PCRX-Veriti-0011	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237244		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2424	PCRX-Veriti-0012	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238889		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0322	PCRX-Veriti-0013	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990229733		Veriti	Thermo Cycler for Polymerase Chain Reaction

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Amplification of DNA/RNA
LE2072	PCRX-Veriti-0014	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238692		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2208	PCRX-Veriti-0015	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238705		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0920	PCRX-Veriti-0016	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238817		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0921	PCRX-Veriti-0017	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238892		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0919	PCRX-Veriti-0018	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990238890		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2040	PCRX-Veriti-0025	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240864		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2041	PCRX-Veriti-0026	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990236842		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2042	PCRX-Veriti-0027	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240871		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2043	PCRX-Veriti-0028	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240510		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0185	PCRX-Veriti-0029	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990231162		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2050	PCRX-Veriti-0030	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990240156		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0186	PCRX-Veriti-0031	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990231163		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0188	PCRX-Veriti-0032	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990231300		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0333	PCRX-Veriti-0033	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990232824		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2051	PCRX-Veriti-0034	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237715		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2052	PCRX-Veriti-0035	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990237711		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0335	PCRX-Veriti-0036	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990232825		Veriti	Thermo Cycler for Polymerase Chain Reaction

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Amplification of DNA/RNA
LE2432	PCRX-Veriti-0037	Thermo Fisher Scientific Inc.	Veriti 96-Well(9902)	2990239080		Veriti	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0691	PLSL-PlateLoc-0011	Agilent Technologies Inc.	01867-201	SGS17PLC10401	Device	PlateLoc	Plate Sealer
LE0580	PLSL-PlateLoc-0013	Agilent Technologies Inc.	01867-201	SGS17PLC11502	Device	PlateLoc	Plate Sealer
LE0699	PLSL-PlateLoc-0019	Agilent Technologies Inc.	G5585A	SG1747A008	Device	PlateLoc	Plate Sealer
LE2752	POLM-AxoScan-0001	Axometrics	LED-1-589	28	Device	AxoScan	
LE0628	PRNT-Mach4-0007	Computype Inc.	MACH4/600 B	0043119 A27	Device	Mach4	Label Printer
LE0626	PRNT-Mach4-0008	Computype Inc.	MACH4/600 B	0043120 A27	Device	Mach4	Label Printer
LE0627	PRNT-Mach4-0009	Computype Inc.	MACH4/600 B	0039397 Z18	Device	Mach4	Label Printer
LE0744	PRNT-Mach4-0011	Computype Inc.	MACH4S/60 0B	0061015 C10	Device	Mach4	Label Printer
LE0708	PRNT-Mach4-0012	Computype Inc.	MACH4S/60 0B	61057	Device	Mach4	Label Printer
LE0704	PRNT-Mach4-0013	Computype Inc.	MACH4/600 B	0044740 B11	Device	Mach4	Label Printer
LE0706	PRNT-Mach4-0014	Computype Inc.	MACH4S/60 0B	61060	Device	Mach4	Label Printer
LE1205	yes	Computype Inc.	MACH45/60 0B	36073	Device	Mach4	Label Printer
LE2755	RFRM-2010-0001	Metricon Corporation	2010/M	23033	Device	2010/M	
LE2054	RODI-Prima-0007	Veolia Water UK Limited	PR030BPM1-US	PR00011732		Prima	Lab water purification system
LE2610	RODI-Prima-0008	Veolia Water UK Limited	PURELAB Prima 30	OS00011386		Prima	Lab water purification system
LE2227	SCLE-CSW-0001	Cambridge Scale Works Inc	CSW-10AT	22065-20			Scale
LE0840	SCLE-ICS425-0003	Mettler-Toledo, LLC	ICS425k	B952842056		ICS425	Scale
LE0309	SCLE-ICS425-0007	Mettler-Toledo, LLC	ICS425/PBK 989	B646294826-7LT/B645249669		ICS425	Scale
	SCLE-ICS425-0008	Mettler-Toledo, LLC	ICS425k-35LA/f	B533313950		ICS425	Scale
LE0134	SCLE-ICS425-0009	Mettler-Toledo, LLC	ICS425k-15LA/f	B528154482		ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0312	SCLE-ICS425-0010	Mettler-Toledo, LLC	ICS425/PBK 989	B645249666/B646294823-7LT		ICS425	Scale
LE0250	SCLE-ICS425-0011	Mettler-Toledo, LLC	ICS425k-15LA/f	B632855724		ICS425	Scale
LE0249	SCLE-ICS425-0012	Mettler-Toledo, LLC	ICS425k-35LA/f	B632855725		ICS425	Scale
LE0311	SCLE-ICS425-0013	Mettler-Toledo, LLC	ICS425/PBK 989	B645249664/B646294821-7LT		ICS425	Scale
LE0251	SCLE-ICS425-0014	Mettler-Toledo, LLC	ICS425k-15LA/f	B637029800		ICS425	Scale
LE0310	SCLE-ICS425-0015	Mettler-Toledo, LLC	ICS425k-15LA/f	B440107445		ICS425	Scale
LE0304	SCLE-ICS425-0016	Mettler-Toledo, LLC	ICS425/PBK 989	B646294825-7LT/B645249668		ICS425	Scale
LE0306	SCLE-ICS425-0017	Mettler-Toledo, LLC	ICS425k-15LA/f	B533313947		ICS425	Scale
LE0303	SCLE-ICS425-0018	Mettler-Toledo, LLC	ICS425k-35LA/f	B533313951		ICS425	Scale
LE0305	SCLE-ICS425-0019	Mettler-Toledo, LLC	ICS425k-15LA/f	B533313948		ICS425	Scale
	SCLE-ICS425-0020	Mettler-Toledo, LLC	ICS425k-15LA/f	B440107446		ICS425	Scale
LE0313	SCLE-ICS425-0021	Mettler-Toledo, LLC	ICS425/PBK 989	B645249665/B646294822-7LT		ICS425	Scale
LE2075	SCLE-ICS425-0022	Mettler-Toledo, LLC	ICS425k-15LA/f	B715963051		ICS425	Scale
LE2076	SCLE-ICS425-0023	Mettler-Toledo, LLC	ICS425k-15LA/f	B715963052		ICS425	Scale
LE2074	SCLE-ICS425-0024	Mettler-Toledo, LLC	ICS425k-15LA/f	B618418834		ICS425	Scale
	SCLE-ICS425-0025	Mettler-Toledo, LLC	ICS425-3xS/f	B738722827		ICS425	Scale
	SCLE-ICS425-0026	Mettler-Toledo, LLC	ICS425k-35LA/f	B528154481		ICS425	Scale
LE0880	SCLE-ICS425-0027	Mettler-Toledo, LLC	ICS425k-15LA/f	B908280576		ICS425	Scale
LE1653	SCLE-ICS425-0028	Mettler-Toledo, LLC	ICS425k-15LA/f	B924805493		ICS425	Scale
LE1654	SCLE-ICS425-0029	Mettler-Toledo, LLC	ICS425k-15LA/f	B725278452		ICS425	Scale
LE1655	SCLE-ICS425-0030	Mettler-Toledo, LLC	ICS425k-15LA/f	B745951847		ICS425	Scale
LE1656	SCLE-ICS425-0031	Mettler-Toledo, LLC	ICS425k-15LA/f	B924805494		ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1658	SCLE-ICS425-0033	Mettler-Toledo, LLC	ICS425k-15LA/f	B814661057		ICS425	Scale
LE0410	SCLE-ICS425-0034	Mettler-Toledo, LLC	ICS425k-15LA/f	B751185709		ICS425	Scale
LE2235	SCLE-ICS425-0040	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566748	Device	ICS425	Scale
LE2236	SCLE-ICS425-0041	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566758	Device	ICS425	Scale
LE2237	SCLE-ICS425-0042	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566744	Device	ICS425	Scale
LE2238	SCLE-ICS425-0043	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567721	Device	ICS425	Scale
LE2239	SCLE-ICS425-0044	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567681	Device	ICS425	Scale
LE2240	SCLE-ICS425-0045	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566746	Device	ICS425	Scale
LE2242	SCLE-ICS425-0047	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566746	Device	ICS425	Scale
LE2243	SCLE-ICS425-0048	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566751	Device	ICS425	Scale
LE2244	SCLE-ICS425-0049	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567710	Device	ICS425	Scale
LE2245	SCLE-ICS425-0050	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566755	Device	ICS425	Scale
LE2246	SCLE-ICS425-0051	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566754	Device	ICS425	Scale
LE2247	SCLE-ICS425-0052	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566743	Device	ICS425	Scale
LE2248	SCLE-ICS425-0053	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566752	Device	ICS425	Scale
LE2249	SCLE-ICS425-0054	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566753	Device	ICS425	Scale
LE2250	SCLE-ICS425-0055	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567714	Device	ICS425	Scale
LE2251	SCLE-ICS425-0056	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567691	Device	ICS425	Scale
LE2252	SCLE-ICS425-0057	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567693	Device	ICS425	Scale
LE2253	SCLE-ICS425-0058	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567690	Device	ICS425	Scale
LE2254	SCLE-ICS425-0059	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567684	Device	ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2255	SCLE-ICS425-0060	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567713	Device	ICS425	Scale
LE2256	SCLE-ICS425-0061	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567719	Device	ICS425	Scale
LE2257	SCLE-ICS425-0062	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550863	Device	ICS425	Scale
LE2258	SCLE-ICS425-0063	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567695	Device	ICS425	Scale
LE2259	SCLE-ICS425-0064	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567716	Device	ICS425	Scale
LE2260	SCLE-ICS425-0065	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567683	Device	ICS425	Scale
LE2261	SCLE-ICS425-0066	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567686	Device	ICS425	Scale
LE2262	SCLE-ICS425-0067	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567720	Device	ICS425	Scale
LE2265	SCLE-ICS425-0070	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567708	Device	ICS425	Scale
LE2266	SCLE-ICS425-0071	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567687	Device	ICS425	Scale
LE2267	SCLE-ICS425-0072	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567689	Device	ICS425	Scale
LE2268	SCLE-ICS425-0073	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567685	Device	ICS425	Scale
LE2269	SCLE-ICS425-0074	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550862	Device	ICS425	Scale
LE2270	SCLE-ICS425-0075	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567692	Device	ICS425	Scale
LE2271	SCLE-ICS425-0076	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550860	Device	ICS425	Scale
LE2272	SCLE-ICS425-0077	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567712	Device	ICS425	Scale
LE2273	SCLE-ICS425-0078	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567694	Device	ICS425	Scale
LE2274	SCLE-ICS425-0079	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567711	Device	ICS425	Scale
LE2275	SCLE-ICS425-0080	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567707	Device	ICS425	Scale
LE2276	SCLE-ICS425-0081	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567709	Device	ICS425	Scale
LE2277	SCLE-ICS425-0082	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567718	Device	ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2278	SCLE-ICS425-0083	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363076	Device	ICS425	Scale
LE2282	SCLE-ICS425-0087	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363069	Device	ICS425	Scale
LE2283	SCLE-ICS425-0088	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363073	Device	ICS425	Scale
LE2284	SCLE-ICS425-0089	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363082	Device	ICS425	Scale
LE2285	SCLE-ICS425-0090	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369134	Device	ICS425	Scale
LE2286	SCLE-ICS425-0091	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363072	Device	ICS425	Scale
LE2287	SCLE-ICS425-0092	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363079	Device	ICS425	Scale
LE2288	SCLE-ICS425-0093	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369141	Device	ICS425	Scale
LE2289	SCLE-ICS425-0094	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363081	Device	ICS425	Scale
LE2290	SCLE-ICS425-0095	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369130	Device	ICS425	Scale
LE2291	SCLE-ICS425-0096	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363080	Device	ICS425	Scale
LE2292	SCLE-ICS425-0097	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369133	Device	ICS425	Scale
LE2293	SCLE-ICS425-0098	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363068	Device	ICS425	Scale
LE2294	SCLE-ICS425-0099	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363077	Device	ICS425	Scale
LE2295	SCLE-ICS425-0100	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369132	Device	ICS425	Scale
LE2296	SCLE-ICS425-0101	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363071	Device	ICS425	Scale
LE2297	SCLE-ICS425-0102	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369139	Device	ICS425	Scale
LE2298	SCLE-ICS425-0103	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405181	Device	ICS425	Scale
LE2299	SCLE-ICS425-0104	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405182	Device	ICS425	Scale
LE2300	SCLE-ICS425-0105	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405179	Device	ICS425	Scale
LE2301	SCLE-ICS425-0106	Mettler-Toledo, LLC	ICS425k-3XS/f	B837405180	Device	ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2302	SCLE-ICS425-0107	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375925	Device	ICS425	Scale
LE2303	SCLE-ICS425-0108	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363083	Device	ICS425	Scale
LE2304	SCLE-ICS425-0109	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375931	Device	ICS425	Scale
LE2305	SCLE-ICS425-0110	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369173	Device	ICS425	Scale
LE2306	SCLE-ICS425-0111	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369175	Device	ICS425	Scale
LE2307	SCLE-ICS425-0112	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375929	Device	ICS425	Scale
LE2308	SCLE-ICS425-0113	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369174	Device	ICS425	Scale
LE2309	SCLE-ICS425-0114	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363070	Device	ICS425	Scale
LE2310	SCLE-ICS425-0115	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375927	Device	ICS425	Scale
LE2311	SCLE-ICS425-0116	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363074	Device	ICS425	Scale
LE2312	SCLE-ICS425-0117	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369178	Device	ICS425	Scale
LE2314	SCLE-ICS425-0119	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369137	Device	ICS425	Scale
LE2315	SCLE-ICS425-0120	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375924	Device	ICS425	Scale
LE2318	SCLE-ICS425-0123	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369177	Device	ICS425	Scale
LE2319	SCLE-ICS425-0124	Mettler-Toledo, LLC	ICS425k-3XS/f	B939363078	Device	ICS425	Scale
LE2320	SCLE-ICS425-0125	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375930	Device	ICS425	Scale
LE2321	SCLE-ICS425-0126	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375926	Device	ICS425	Scale
LE2322	SCLE-ICS425-0127	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369176	Device	ICS425	Scale
LE2323	SCLE-ICS425-0128	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375928	Device	ICS425	Scale
LE2324	SCLE-ICS425-0129	Mettler-Toledo, LLC	ICS425k-3XS/f	B941375923	Device	ICS425	Scale
LE2341	SCLE-ICS425-0131	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550859		ICS425	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2342	SCLE-ICS425-0132	Mettler-Toledo, LLC	ICS425k-3XS/f	B922735833		ICS425	Scale
LE2343	SCLE-ICS425-0133	Mettler-Toledo, LLC	ICS425k-3XS/f	B915550866		ICS425	Scale
LE2344	SCLE-ICS425-0134	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567706		ICS425	Scale
LE2345	SCLE-ICS425-0135	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550853		ICS425	Scale
LE2346	SCLE-ICS425-0136	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550852		ICS425	Scale
LE2347	SCLE-ICS425-0137	Mettler-Toledo, LLC	ICS425k-3XS/f	B916550867		ICS425	Scale
LE2348	SCLE-ICS425-0138	Mettler-Toledo, LLC	ICS425k-3XS/f	B917567688		ICS425	Scale
LE2349	SCLE-ICS425-0139	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369142		ICS425	Scale
LE2350	SCLE-ICS425-0140	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369135		ICS425	Scale
LE2351	SCLE-ICS425-0141	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369136		ICS425	Scale
LE2352	SCLE-ICS425-0142	Mettler-Toledo, LLC	ICS425k-3XS/f	B940369138		ICS425	Scale
LE2353	SCLE-ICS425-0143	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744414		ICS425	Scale
LE2354	SCLE-ICS425-0144	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744416		ICS425	Scale
LE2355	SCLE-ICS425-0145	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744415		ICS425	Scale
LE2356	SCLE-ICS425-0146	Mettler-Toledo, LLC	ICS425k-3XS/f	B845744420		ICS425	Scale
LE2357	SCLE-ICS425-0147	Mettler-Toledo, LLC	ICS425k-3XS/f	B738722838		ICS425	Scale
LE2361	SCLE-ICS425-0151	Mettler-Toledo, LLC	ICS425k-3XS/f	B723205192		ICS425	Scale
LE2362	SCLE-ICS425-0152	Mettler-Toledo, LLC	ICS425k-3XS/f	B723205191		ICS425	Scale
LE2364	SCLE-ICS425-0154	Mettler-Toledo, LLC	ICS425k-3XS/f	B723205190		ICS425	Scale
None	SCLE-Ohaus-0001	Mettler-Toledo, LLC	CL2000	None		Ohaus	Scale
None	SCLE-Ohaus-0002	Mettler-Toledo, LLC	CL2000	None		Ohaus	Scale
None	SCLE-Ohaus-0003	Mettler-Toledo, LLC	EP64C	L116 1128130823		Ohaus	Scale
None	SCLE-Ohaus-0004	Mettler-Toledo, LLC	STX2202	B909281924		Ohaus	Scale

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	SCLE-Ohaus-0005	Mettler-Toledo, LLC	STX2202	B549788151		Ohaus	Scale
None	SCLE-Ohaus-0006	Mettler-Toledo, LLC	R31P30	8339040088		Ohaus	Scale
None	SCLE-Ohaus-0007	Mettler-Toledo, LLC	R31P1502	8339020426		Ohaus	Scale
None	SCLE-Ohaus-0008	Mettler-Toledo, LLC	R31P6	8339030307		Ohaus	Scale
LE2225	SCLE-PBA655-0001	Mettler-Toledo, LLC	PBA655-BB30	B941408727			Scale
LE2226	SCLE-PBA655-0002	Mettler-Toledo, LLC	PBA655-BB30	B941408733			Scale
	SCLE-Ranger-0001	OHAUS	R41ME30	8342026216			Scale
LE2204	SNIC-Ultrasonic-0001	Qsonica LLC	Q700	150N17071			Sonicator
LE2410	SPEC-GENESYS-0005	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W232302	Device	GENESYS	Spectrophotometer
LE0470	SPEC-GENESYS-0006	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W201321	Device	GENESYS	Spectrophotometer
LE0471	SPEC-GENESYS-0007	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W205304	Device	GENESYS	Spectrophotometer
LE0267	SPEC-GENESYS-0009	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6U174211	Device	GENESYS	Spectrophotometer
LE0915	SPEC-GENESYS-0010	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6W150304	Device	GENESYS	Spectrophotometer
LE0409	SPEC-GENESYS-0011	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L5W033310	Device	GENESYS	Spectrophotometer
LE2049	SPEC-GENESYS-0012	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6U110213	Device	GENESYS	Spectrophotometer
LE0253	SPEC-GENESYS-0013	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6V153211	Device	GENESYS	Spectrophotometer
LE2865	SPEC-UV-0003	Shimadzu Scientific Instruments Inc	UV-2600i	A125595800316	Device	UV-2600i	Spectrophotometer
LE2735	STAN-Dropometer-0001		UV-2000S	DRPM4-AS2-PSE1	Device	Dropometer	
	Super-Incubator-0001				Device		Incubator
	TLUM-VWR-0001	VWR Internaitonal	89131-472	M121424		VWR	
LE2611	TUBC-Eraser-0002	The Eraser Company, Inc.	WC601B	JN19100		Eraser	Tubing Cutter
	TUBW-SCD-0003	Terumo BCT	SCD IIB	1B00865		SCD	Tubing Cutter
LE1395	TUBW-SCD-0004	Terumo BCT	SCD IIB	1B00866		SCD	Tubing Cutter
LE0225	TUBW-SCD-0005	Terumo BCT	SCD IIB	6795		SCD	Tubing Cutter
	TUBW-SCD-0006	Terumo BCT	SCD IIB	1B00863		SCD	Tubing Cutter
LE1391	TUBW-SCD-0007	Terumo BCT	SCD IIB	6591			Tubing Cutter
LE1392	TUBW-SCD-0008	Terumo BCT	SCD IIB	6917			Tubing Cutter
LE1268	TUDC-Aperio-0001	Brooks Automation	Aperio 8	46-6501-294	Device	Aperio	Tube Decapper

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0107	ULTX-Glacier-0008	Nuaire, Inc.	NU-9668GC	15047A0097		Glacier	-80 Freezer
LE2217	ULTX-SU78-0001		SU780XLE	19100-11049			-80 Freezer
	ULTX-TSX-0030	Thermo Fisher Scientific Inc.	TSX60086A	1120203401200724			-80 Freezer
LE2335	VBSE-900-0001		900-EXTRACT	29219			Ventilated Balance Safety Enclosure
LE0784	VBSE-ETA-0002	Flow Sciences, INC	ETA483024ACA	07-AB-26-02		ETA	Ventilated Balance Safety Enclosure
LE0783	VBSE-ETA-0003	Flow Sciences, INC	ETA483024ACA	07-AB-26-03		ETA	Ventilated Balance Safety Enclosure
	VBSE-ETA-0006	Flow Sciences, INC	ETA483024ACA	06-AA-29-10		ETA	Ventilated Balance Safety Enclosure
None	VBSE-XPert-0003		Catalog No.: 3930432	211020634 E		ETA	Ventilated Balance Safety Enclosure
LE0803	VCCR-CentriVap-0003	Labconco	CentriVap(7970010)	181268083 I		CentriVap	
LE0804	VCCR-CentriVap-0004	Labconco	CentriVap(7970010)	181268084 I		CentriVap	
LE0176	VCCR-CentriVap-0005	Labconco	CentriVap(7970010)	160424421 G		CentriVap	
LE1400	VGSC-SilPac-0005	SilPac	None	EQIDVGSC5			
		Apogee	APOGEE 300 BAKE	2201006			
		Gardco	Automatic Drawdown Machine II	N/A			
		Instron	68TM-30				
		TA Instrument	HR30				
		Fisher Scientific	H2 Generator 14950641	21DHG5006			
LE4064		Mettler-Toledo, LLC	HC103/03	B824988352		HC	
LE4063		Mettler-Toledo, LLC	HC103/03	B919636303		HC	
		Brookfield	TC-550SD-115	1709003988			
		FlackTek	DAC 330-100 SE	2110560012			
		Heidolph	Hei-Torque Core	200162330			
		Hoshizaki America, Inc.	F-330BAJ				
		Huber	Ministat 230	S404997			
		Mettler Toledo	T5	B946596026			
		Ohaus	EX10202	C113449288			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Ray Ran	MFI RR/6MPCA	RR/6MPCA000247			
		Taber	5155	20181624			
		Thermo Scientific	Lab Line Vac Oven 3618-5	300464484			
		Thermo Scientific	Lab Line Vac Oven 3618-5	300467619			
		Thermo Scientific	Thermolyne	FB1415M			
		Apogee	APOGEE 300 BAKE	2202006			
		BioLogic	SP200 Potentiostat	782			
		Cannon	miniPV-H	6007-A 4418			
		CONCOA	Intelliswitch 539 5395222-01-580	19113CK			
		FLACKTEK	DAC 330-100 PRO	2010120009			
		FLACKTEK	DAC150.1 FVZ-K	1169A17S03			
		Gardco	Automatic Drawdown Machine	N/A			
		Heidolph	Hei-TORQUE VALUE 100	200428055			
		LABCONCO	3930432	190678228 E			
		Mettler Toledo	C30S Coulometric KF Titrator	B918595197			
		ThermoFisher	623957	300257556			
		ThermoFisher	TS-18823	3200100029			
		THINKY	MIXER ARE-310	ARE 22374			
		TA Instrument	TGA550	550-0018			
		Buchi	R300				
		Buchi	R300				
		Buchi	R300	P1842			
		applied biosystems	Veriti 96w thermal cycler				
LE4202		Tuttnauer	6695150-1A	21060900			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Sussman	ES-100	ESM1242350-Y21			
		Terra Universal	4102-47-3--6441	4102-47-30064412488961			
		Agilent	G7120A	DEBA201487			
		Agilent	G7162A	DEAC902499			
		Biotage	Selekt	SEL191500161			
		Heidolph	Hei-VAP ML ADV 562-00000-01-2	200197950			
		Savant	DNA130-115	1154606801181204			
		Eberbach	Platform Shaker E6121.00	101716			
		Mettler Toledo	ME4002TE/00	B935191023			
		Rlga	PureFlex 2	FLB00013857			
		Buchi	ROTOVAP R-300 EL	1100038912			
		Thermo Fisher Scientific Inc.	QuantStudio 7 Pro Real-Time PCR System	2.77872E+12			
		Eppendorf	6335	6335CH0004002			
		Nuaire	NU-540-600				
		True Manufacturing	T-23DT-HC	10136727			
		True Manufacturing	T-35-G-LD	90377884			
		Tuttnauer	69F-1A	21060901			
		VWR Internaitonal	MFP-30-TS	vwr-170332-1708			
LE1379		Thermo Fisher Scientific Inc.	10FCEETSA	1.16321E+15			Flammable Freezer/Fridge Combo
		Thermo Fisher Scientific Inc.	Savant RVT5105	201205110			Refridgerated vapor trap
		Elma	103 8838	S1000033584			Noise Protection Box
		Elma	103 8838	S1000033585			Noise Protection Box
		Elma	103 8838	S1000025750			Noise Protection Box
		Elma	103 8838	S1000030533			Noise Protection Box
		Elga	LA613	TNK00013925			Noise Protection Box
		Spectroline	XL-1500 UV Crosslinker	2161174			
		JunAir	1770008	720314183			Air compressor

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		applied biosystems	GeneApp PCR System 9700	80559182990			PCR System
	NO Name	Mettler-Toledo Rainin, LLC	L-20 XLS				
	NO Name	Mettler-Toledo Rainin, LLC	L-200	B0201804A			
	NO Name	BrandTech Scientific, Inc.					
None	O2MO-OX600-0001	RKI Intruments	OX-600	52I0176403-5RN		OX600	
None	O2MO-OX600-0002	RKI Intruments	OX-600			OX600	
None	O2MO-OX600-0003	RKI Intruments	OX-600	52J00005201-25RN		OX600	
None	O2MO-OX600-0004	RKI Intruments	OX-600	52I0176603-3RN		OX600	
None	O2MO-OX600-0005	RKI Intruments	OX-600	52I0176301-5RN		OX600	
None	O2MO-OX600-0006	RKI Intruments	OX-600	52I0176403-2RN		OX600	
None	O2MO-OX600-0007	RKI Intruments	OX-600	52J0005703-2RN		OX600	
None	O2MO-OX600-0009	RKI Intruments	OX-600	52I0176403-18RN		OX600	
None	O2MO-OX600-0011	RKI Intruments	OX-600	52L0055001-20RN			
None	O2MO-OX600-0012	RKI Intruments	OX600	52L0055001-13RN			
	Z-HeatWand						
	Z-Hotplate						
	Z-Minifuge						
	Z-pHMeter						
LE0505	LIQH-EVOMCA96-0006	Tecan US Inc.	96 MCA Head	1007003522	Device	EVOMCA96	Liquid Handler
LE0491	LIQH-EVOMCA96-0017	Tecan US Inc.	96 MCA Head	1404003424	Device	EVOMCA96	Liquid Handler
LE0711	LIQH-EVOMCA96-0019	Tecan US Inc.	96 MCA Head	1310007287	Device	EVOMCA96	Liquid Handler
XXXX	LIQH-MCA384AdapterFixed-0002	Tecan US Inc.	30032064 125uL	11076	Device	MCA384AdapterFixed	Liquid Handler
	ELPO-GeminiX2-0005	BTX of Harvard Biosciences	Gemini X2	G311122	Device	GeminiX2	Electroporator
LE0725	ELPO-GenePulser-0002	Bio-Rad Laboratories	GenePulser XCell	617BR01152	Device	GenePulserXcell	Electroporator
LE0095	ELPO-MicroPulser-0001	Bio-Rad Laboratories	MicroPulser	411BR 09740	Device	MicroPulser	Electroporator
LE0535	ELPO-MicroPulser-0002	Bio-Rad Laboratories	MicroPulser	411BR 10559	Device	MicroPulser	Electroporator
LE0169	ELPO-MicroPulser-0003	Bio-Rad Laboratories	MicroPulser	411BR 10596	Device	MicroPulser	Electroporator
LE0702	ELPO-MicroPulser-0004	Bio-Rad Laboratories	MicroPulser	411BR 10730	Device	MicroPulser	Electroporator

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0537	ELPO-MicroPulser-0005	Bio-Rad Laboratories	MicroPulser	411BR 11599	Device	MicroPulser	Electroporator
LE1305	ELPO-MicroPulser-0006	Bio-Rad Laboratories	MicroPulser	617BR 01152	Device	MicroPulser	Electroporator
LE1426	PLSH-Teleshake-0001		50094525	IBS08201	Device	Teleshake	Plate Shaker
LE0018	SPEC-NanoDrop-0001	Thermo Fisher Scientific Inc.	ND-1000	7639	Device	NanoDrop	Spectrophotometer
LE0472	SPEC-NanoDrop-0008	Thermo Fisher Scientific Inc.	NanoDrop One	AZY1811376	Device	NanoDrop	Spectrophotometer
LE0233	TE-3301	Alpha Technics	4500	A11115			
	TE-3302	Alpha Technics	SP 230	T08791			
	TE-3303	Analytik Jena US LLC	J-225	48812			
	TE-3306	Cole-Parmer	4093	160616964			
LE0206	TE-3321	Vaisala Inc.	HMP76B	M3910116			
	TE-3323	Cole-Parmer	1052	160499583			
	TE-3324	Cole-Parmer	1052	160499607			
	TE-3325	Cole-Parmer	1052	160499599			
	TE-3326	Cole-Parmer	1052	160499600			
	TE-3327	Testo International	625	60697590/03090745			
	TE-3328	Testo International	625	60764462/03091657			
	TE-3329	TSI Incorporated	9545-A	9545A1639002			
	TE-3330	FLUKE Corporation	5628	3629			
	TE-3331	FLUKE Corporation	5628	3634			
	TE-3332	FLUKE Corporation	5628	3521			
	TE-3333	FLUKE Corporation	5628	3551			
	TE-3334	Vaisala Inc.	HMP77	M4820165			
	TE-3335	Monarch Instruments	Pocket Laser Tach 200	1946696			
LE02098	TE-3336	Alpha Technics	4690	611300			
LE2098	TE-3337	Alpha Technics	1437401	T10898			
LE2099	TE-3338	Alpha Technics	1437301	T10885			
	TE-3339	TSI Incorporated	4043H	40431724004			
	TE-3341	Cole-Parmer	35519-046	170380257			
	TE-3342	VWR Scientific	89369-146	170211167			
	TE-3343	VWR Scientific	89369-146	170211170			
LE2099	TE-3344	Alpha Technics	4690	611350			
	TE-3345	Vaisala Inc.	HMP77	N2910153			
	TE-3346	Cole-Parmer	651	170549725			
	TE-3347	Cole-Parmer	650	170651528			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	TE-3348	ThermoFisher Scientific Inc.	SPECTRONIC Standards 2 Kit	SA01923			
	TE-3353		Type K	None			
	TE-3354	Cole-Parmer	10816-260	181108273			
	TE-3356	Cole-Parmer	68349-08	1805220214			
	TE-3359	Cole-Parmer	650	181793217			
	TE-3360	Cole-Parmer	650	181793221			
	TE-3361	Cole-Parmer	650	181793215			
	TE-3362	Cole-Parmer	650	181793222			
	TE-3363	Cole-Parmer	651	170769706			
	TE-3364	Cole-Parmer	651	170769697			
	TE-3365	Cole-Parmer	651	170769700			
	TE-3366	Testo International	625	61308784/03328275			
	TE-3367	Testo International	625	61308807/03324515			
	TE-3368	Cole-Parmer	20250-21	181013066			
	TE-3369	Cole-Parmer	20250-21				
	TE-3370	Cole-Parmer	651	181809996			
	TE-3371	Cole-Parmer	651	191995472			
	TE-3372	Cole-Parmer	651	191857497			
	TE-3373	Cole-Parmer	651	181809997			
	TE-3374	Cole-Parmer	651	192694862			
	TE-3375	Cole-Parmer	651	192694861			
None	TE-3377		HiTemp140	R42863			
None	TE-3378	Cole-Parmer	20250-65	201102924			
	TE-3379	Vaisala Inc.	HMP77	T2830145			
	TE-3380	Vaisala Inc.	HMP77	T2830144			
LE0475	VACP-RV-0003	Edwards Vacuum Inc	RV12 / BRANDED AS LABCONCO 195	N03885600			
LE0164	VACP-Welch-0001	Welch	2042B-01	21600001128		Welch	
LE0269	VACP-Welch-0002	Welch	2026	0316 00000568		Welch	
LE2214	VACP-Welch-0003	Welch	2026	202601		Welch	
None	SNIC-CSU-0001	Tuttnauer USA Co.	CSU-1	26908			
LE0135	BKDS-Pipeline-0001	Essen BioScience	4354	1536		Pipeline	
LE2444	BKDS-Pipeline-0002	Essen BioScience	4354	1461		Pipeline	
	PRNT-A2600P-0003	CAB	A2+/600P	0175648-A24			

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		STERIS	AMSCO 600LS				
		Steris	reliance 500XLS				
		steris	reliance 500XLS				
	Bio Safety Cabinet	NUAIRE					
LE0632	PLSH-BioShake-0008	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0504	LIQH-EVOMCA96-0010	Tecan US Inc.	96 MCA Head	1702007714	Device	EVOMCA96	Liquid Handler
LE0643	PLSH-BioShake-0012	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1210	LIQH-EVOMCA96-0016	Tecan US Inc.	96 MCA Head	4012	Device	EVOMCA96	Liquid Handler
LE0501	LIQH-EVOMCA96-0014	Tecan US Inc.	96 MCA Head	810007645	Device	EVOMCA96	Liquid Handler
LE0610	LIQH-EVO-0011	Tecan US Inc.	EVO 2 - 200	1610005414	Device	EVO	Liquid Handler
LE2713	CDTR-AcquityRI-0002	Waters	186015070	186015070	Module	AcquityRI	Chromatography
LE2711	INJR-AcquityInjector-0002	Waters	186015051	186015051	Module	AcquityInjector	Chromatography
LE2710	PUMP-AcquityPump-0002	Waters	186015058	186015058	Module	AcquityPump	Chromatography
LE2714	TSCO-AcquityColumnOven-0002	Waters	186015056	186015056	Module	AcquityColumn Oven	Column Oven (Component of Agilent HPLC system)
LE2712	TSCO-AcquityColumnOven-0003	Waters	186015054	186015054	Module	AcquityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-APC-0002	Waters			Platform	APC	Platform (Automation Customized)
	CDTR-InfinityDAD-0029	Agilent Technologies Inc.	G7117A	DEBAV02426	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0034	Agilent Technologies Inc.	G7167B	DEBAS02236	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0034	Agilent Technologies Inc.	G7120A	DEBA202221	Device	InfinityPump	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	TSCO-InfinityColumnOven-0032	Agilent Technologies Inc.	G1316C	DEBAC10645	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0030	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0030	Agilent Technologies Inc.	G7117A	DEBAV02392	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0035	Agilent Technologies Inc.	G7167B	DEBAS02244	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0035	Agilent Technologies Inc.	G7120A	DEBAY01132	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0033	Agilent Technologies Inc.	G1316C	DEEAH00231	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0031	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0001	Agilent Technologies Inc.	G7117C	DEAEK06427	Sub-Module	InfinityDAD	Liquid Chromatography Mass Spectrometry
LE2460	INJR-InfinityInjector-0001	Agilent Technologies Inc.	G7129A	DEAEQ15464	Sub-Module	InfinityInjector	Liquid Chromatography Mass Spectrometry
LE2462	MSSP-ATLCQTOF-0001	Agilent Technologies Inc.	G6545B	SG1847E101	Sub-Module	ATLCQTOF	Mass Spectrometry System
	PUMP-InfinityPump-0001	Agilent Technologies Inc.	G7112B	DEAE900889	Sub-Module	InfinityPump	Liquid Chromatography Mass Spectrometry
LE2458	TSCO-InfinityColumnOven-0001	Agilent Technologies Inc.	G7116A	DEAEM02634	Sub-Module	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-LCMS-0001	Agilent Technologies Inc.			Platform	LCMS	Platform (Automation Customized)
		Buchi	Vac Pump V-300	11000041032			
LE2477	CDTR-InfinityDAD-0010	Agilent Technologies Inc.	G7117B	DEBAW00111	Device	InfinityDAD	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2479	INJR-InfinityInjector-0012	Agilent Technologies Inc.	G7167B	DEBAQ00140	Device	InfinityInjector	Chromatography
LE2480	PUMP-InfinityPump-0012	Agilent Technologies Inc.	G7120A	DEBAY00175	Device	InfinityPump	Chromatography
LE2467	TSCO-InfinityColumnOven-0010	Agilent Technologies Inc.	G1316C	DE93000924	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0008	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityRID-0003	Agilent Technologies Inc.	G7162A	DEAC903054	Device	InfinityRID	Chromatography
	DGAS-InfinityDegasser-0001	Agilent Technologies Inc.	G1379B	JP02414229	Device	InfinityDegasser	Chromatography
	INJR-InfinityInjector-0013	Agilent Technologies Inc.	G7167B	DEBAQ00294	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0013	Agilent Technologies Inc.	G1312B	DEACB05264	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0011	Agilent Technologies Inc.	G1316C	DE93000463	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0009	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0012	Agilent Technologies Inc.	G7117A	DEBACV01771	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0015	Agilent Technologies Inc.	G7167B	DEBAS00814	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0015	Agilent Technologies Inc.	G7120A	DEBA200148	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0013	Agilent Technologies Inc.	G1316C	DEBAC00264	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0011	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0013	Agilent Technologies Inc.	G7117A	DEBAV01949	Device	InfinityDAD	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	INJR-InfinityInjector-0016	Agilent Technologies Inc.	G7167B	DEBAQ01354	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0016	Agilent Technologies Inc.	G7120A	DEBAY00113	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0014	Agilent Technologies Inc.	G1316C	DEEAI00279	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0012	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityRID-0005	Agilent Technologies Inc.	G7162A	DEAC903041	Device	InfinityRID	Chromatography
	INJR-InfinityInjector-0019	Agilent Technologies Inc.	G7167B	DEBAR00136	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0019	Agilent Technologies Inc.	G4220A	DEBAA04304	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0017	Agilent Technologies Inc.	G1316C	DEBBL12226	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0015	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0016	Agilent Technologies Inc.	G7117A	DEBAV01974	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0020	Agilent Technologies Inc.	G7167B	DEBAQ00169	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0020	Agilent Technologies Inc.	G7120A	DEBA201447	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0018	Agilent Technologies Inc.	G1316C	DEEAI00289	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0016	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0019	Agilent Technologies Inc.	G7117A	DEBAV01889	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0023	Agilent Technologies Inc.	G7167B	DEBAQ01657	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0023	Agilent Technologies Inc.	G7120A	DEBA201204	Device	InfinityPump	Chromatography

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	TSCO-InfinityColumnOven-0021	Agilent Technologies Inc.	G1316C	DEBACO5301	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0019	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	CDTR-InfinityDAD-0022	Agilent Technologies Inc.	G7117A	DEBAV02222	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0026	Agilent Technologies Inc.	G7167B	DEBAQ03558	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0026	Agilent Technologies Inc.	G7120A	DEBA201060	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0024	Agilent Technologies Inc.	G1316C	DEEAH00232	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0022	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
	INJR-InfinityInjector-0028	Agilent Technologies Inc.	G7167B	DEBAQ03580	Device	InfinityInjector	Chromatography
	PUMP-InfinityPump-0028	Agilent Technologies Inc.	G7120A	DEBA200593	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0026	Agilent Technologies Inc.	G1316C	DEEAH00235	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-HPLC-0024	Agilent Technologies Inc.			Platform	HPLC	Platform (Automation Customized)
LE2403	ACLV-Amsco-0003	STERIS Corporation	630LS	32101907		Amsco	Autoclave
LE0862	BALX-ME-0020	Mettler-Toledo, LLC	ME104TE/00	B852005353		ME	Balance (precision scale)
LE1007	BALX-ME-0022	Mettler-Toledo, LLC	ME104TE/00	B904136106		ME	Balance (precision scale)
LE0689	BKDS-Wellmate-0001	Matrix Technologies Corp	WellMate	696	Device	WellMate	Bulk Dispenser
LE0047	BKDS-WellMate-0002	Matrix Technologies Corp	WellMate	1251	Device	WellMate	Bulk Dispenser
LE1206	BKDS-WellMate-0003	Matrix Technologies Corp	WellMate	357	Device	WellMate	Bulk Dispenser

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1622	INCS-Multitron-0010	Infors-HT	Multitron Pro	C9910117PT3		Multitron	Incubator Shaker
LE1622	INCS-Multitron-0011	Infors-HT	Multitron Pro	C9920117PC3		Multitron	Incubator Shaker
LE1622	INCS-Multitron-0012	Infors-HT	Multitron Pro	C9930117PC3		Multitron	Incubator Shaker
	LYOX-FreeZone-0001	Labconco	7670020	150610885		FreeZone	Lyophilizer
LE2747	MEAN-DMA-0001	TA Instruments - Waters LLC	850	0850-00152	Device	DMA	
LE2748	MEAN-DMA-0002	TA Instruments - Waters LLC	850	0850-00557	Device	DMA	
	PLTF-LCMS-0004	Waters	Acuity UPLC	LCB0393			Platform (Automation Customized)
LE2204	SNIC-Ultrasonic-0001	Qsonica LLC	Q700	150N17071			Sonicator
LE2753	SPEC-Sphere-0001	X-Rite Incorporated	Ci7800	2594	Device	Ci7800	Spectrophotometer
LE2745	THAN-TGA-0001	TA Instruments - Waters LLC	550	0550-0550	Device	TGA	
LE2746	THAN-TGA-0002	TA Instruments - Waters LLC	5500	5500-0491	Device	TGA	
LE2749	THAN-TMA-0001	TA Instruments - Waters LLC	Q400	0400-1697	Device	TGA	
LE2750	THAN-TMA-0002	TA Instruments - Waters LLC	450EM	0450-0151	Device	TGA	
LE0111	TISX-Qiagen-0001	Qiagen	20.747.0001	1215140102D			
LE1389	TUBW-SCD-0002	Terumo BCT	SCD IIB	1B00864		SCD	Tubing Cutter
		Buchi	Vac Pump V-300	11000042981			
		Buchi	Yes	1100042442			
		Fischer	Fischerscope hHM2000 S	89110			
		VAC Vacuum Atmospheres Company	GENESIS 109035	174			
		VAC Vacuum Atmospheres Company	GENESIS 109035	169			
		VWR International	ERV-20	VWR-WB72723606-1712			
		Infors	Labfors 5	S-000129998			
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				
		Infors	Labfors 5				

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Infors	Labfors 5				
		Agilent	G7167B	DEBAQ002294			
		Biotage	Selekt	SEL204800772			
		Buchi	ROTOVAP R-300 EL	1100038910			
		Room 5130	Foxy 200	205M20034			
		Heidolph	Hei-VAP Expert/Ult.M L Base 574-00000-01-0	200412382			
		Heidolph	Hei-VAP Expert/Ult.M L Base 574-00000-01-1	200382963			
		Heidolph	Hei-VAP Expert/Ult.M L Base 574-00000-01-1	200424692			
		Agilent	G6550A	SG1238B001			
		LABCONCO	112637002	220734936A			Walk-in fume hood
LE0665	PLSH-BioShake-0015	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE1214	PLSH-BioShake-0038	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1412	PLSH-BioShake-0055	QInstruments GmbH	D30	12338	Device	BioShake	Plate Shaker
LE1301	PLSH-BioShake-0056	QInstruments GmbH	D3000	11172	Device	BioShake	Plate Shaker
LE0495	LIQH-EVOMCA96-0001	Tecan US Inc.	96 MCA Head	1603005351	Device	EVOMCA96	Liquid Handler
LE1262	LIQH-EVO-0017	Tecan US Inc.	EVO 2 - 200	1901007741	Device	EVO	Liquid Handler
LE1288	PLSH-Bioshake-0050	QInstruments GmbH	D3000	11597	Device	BioShake	Plate Shaker
LE1311	PLSH-BioShake-0052	QInstruments GmbH	D30	13813	Device	BioShake	Plate Shaker
LE1280	LIQH-EVOMCA96-0021	Tecan US Inc.	96 MCA Head for BSL-2	1902009787	Device	EVOMCA96	Liquid Handler
LE2494	PLSH-Bioshake-0070		D30	13816	Device	BioShake	Plate Shaker
LE2495	PLSH-Bioshake-0071	QInstruments GmbH	D3000	14685	Device	BioShake	Plate Shaker

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0493	LIQH-EVOMCA96-0008	Tecan US Inc.	96 MCA Head	1610005413	Device	EVOMCA96	Liquid Handler
LE1247	LIQH-EVO-0019	Tecan US Inc.	EVO 2 - 200	1904008545	Device	EVO	Liquid Handler
LE0672	PLSH-BioShake-0029	QInstruments GmbH	D3000	8060	Device	BioShake	Plate Shaker
LE0091	PLRE-M1000-0002	Tecan US Inc.	Infinite M1000	908004918	Device	M1000	Plate Reader
LE1201	PLSH-BioShake-0028	QInstruments GmbH	D3000	10929	Device	BioShake	Plate Shaker
LE0630	PLRE-M1000-0007	Tecan US Inc.	Infinite M1000 PRO	1706011276	Device	M1000	Plate Reader
LE1275	LIQH-Echo-0008	Labcyte Inc.	Echo 550	E5XX-18120	Device	Echo	Liquid Handler
	PLTF-Echo-0004	Zymergen Inc	Echo		Platform	Platform	Platform (Automation Customized)
LE0625	PLHA-PreciseArm-0002	Precise Automation	PF00-MA-00400	F0C-1701-8D-00751	Device	PreciseArm	Plate Handler
	PLTF-EchoBravo-0002	Zymergen Inc	EchoBravo		Platform	Platform	Platform (Automation Customized)
LE0601	LIQH-Echo-0003	Labcyte Inc.	Echo 550	E5XX-1741	Device	Echo	Liquid Handler
LE0600	PLHA-PreciseArm-0003	Precise Automation	PF00-MA-00400	F0C-1704-9D-00808	Device	PreciseArm	Plate Handler
LE0606	PLSL-PlateLoc-0010	Agilent Technologies Inc.	01867-201	SGS17PLC11103	Device	PlateLoc	Plate Sealer
	PLTF-EchoBravo-0003	Zymergen Inc	EchoBravo		Platform	Platform	Platform (Automation Customized)
LE0629	PLHA-PreciseArm-0006	Precise Automation	PF00-MA-00400	F0C-1706-9D-00835	Device	PreciseArm	Plate Handler
LE0323	PLRE-M1000-0005	Tecan US Inc.	Infinite M1000 PRO	1510000769	Device	M1000	Plate Reader
LE0675	PLSH-Bioshake-0025	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
	PLTF-M1000-0002	Zymergen Inc	M1000		Platform	Platform	Platform (Automation Customized)
LE1245	BKDS-ViaFill-0008	Integra Biosciences Inc.	ViaFill	56180211	Device	ViaFill	Bulk Dispenser
LE0022	PLHA-BenchCel-0005	Agilent Technologies Inc.	18692.206	70.00035.2060/62.00754.0000	Device	BenchCel	Plate Handler
	PLTF-MPP-0001	Zymergen Inc	MPP		Platform	Platform	Platform (Automation Customized)
LE0540	BKDS-ViaFill-0003	Integra Biosciences Inc.	ViaFill	56170168	Device	ViaFill	Bulk Dispenser

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1248	BKDS-ViaFill-0007	Integra Biosciences Inc.	ViaFill	56180214	Device	ViaFill	Bulk Dispenser
LE0692	PLHA-PreciseArm-0005	Precise Automation	PF00-MA-00400	F0C-1611-8C-00710	Device	PreciseArm	Plate Handler
LE0615	PLSL-PlateLoc-0005	Agilent Technologies Inc.	01867-201	SGS13PLC14502	Device	PlateLoc	Plate Sealer
	PLTF-MPP-0003	Zymergen Inc	MPP		Platform	Platform	Platform (Automation Customized)
	CDTR-InfinityDAD-0034	Agilent Technologies Inc.	G7117B	DEBAW01023	Device	InfinityDAD	Chromatography
	INJR-InfinityInjector-0041	Agilent Technologies Inc.	G7167B	DEBAS00304	Device	InfinityInjector	Chromatography
	MSSP-ATLCQQQ-0002	Agilent Technologies Inc.	G6495A	SG1441D002	Device	ATLCQQQ	Mass Spectrometry System
	PUMP-InfinityPump-0041	Agilent Technologies Inc.	G7120A	DEBAY00283	Device	InfinityPump	Chromatography
	TSCO-InfinityColumnOven-0037	Agilent Technologies Inc.	G7116B	DEBA402022	Device	InfinityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-QQQ-0002	Agilent Technologies Inc.			Platform	QQQ	Platform (Automation Customized)
LE2212	CHLL-Huber-0001	Chemspeed Ltd.	Unistat tango	378237	Device	UnistatTango	Chiller
LE2213	CHLL-Huber-0002	Chemspeed Ltd.	Unistat tango	380543	Device	UnistatTango	Chiller
LE1444	SLDH-FLEX-0001	Chemspeed Ltd.	FLEX FORMAX	XC-0002	Device	Flex	
	ZRAC-AmbiStore-0001	Zymergen Inc	AmbiStore		Sub-Module	Platform	Plate Storage
	ZRAC-Cytomat-0001	Zymergen Inc	Cytomat		Sub-Module	Platform	Incubator
	ZRAC-Echo-0001	Zymergen Inc	Echo		Sub-Module	Platform	Liquid Handler
	ZRAC-HiG-0002	Zymergen Inc	E15		Sub-Module	Platform	Centrifuge
	ZRAC-Spark-0001	Zymergen Inc	Spark		Sub-Module	Platform	Plate Reader
	ZRAC-SteriStore-0001	Zymergen Inc			Sub-Module	Platform	
LE0695	BKDS-ViaFill-0005	Integra Biosciences Inc.	ViaFill	56180173	Device	ViaFill	Bulk Dispenser
	ZRAC-ViaFill-0001	Zymergen Inc	ViaFill		Sub-Module	Platform	Bulk Dispenser
LE2876	Enzyscreen-0002	Enzyscreen B.V.	Growth Profiler 960	ENZYGP960015	Platform	GrowthProfiler	Platform
LE2015	INCS-Multitron-0084	Infors-HT	Multitron Pro	D1970717PC3		Multitron	Incubator Shaker
LE0524	LIQH-Bravo-0008	Agilent Technologies Inc.	16050-102	43.00159.1402	Device	Bravo	Liquid Handler

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
	MOAN-HC-0001	Mettler-Toledo, LLC	HC103/03	B752208484		HC	Moisture Analyzer
LE0705	PLRE-Spark-0002	Tecan US Inc.	Spark	1807011176	Device	Spark	Plate Reader
LE0701	PLRE-Spark-0003	Tecan US Inc.	Spark	1806005862	Device	Spark	Plate Reader
LE0589	PLSL-PlateLoc-0004	Agilent Technologies Inc.	01867-201	SGS16PLC11205	Device	PlateLoc	Plate Sealer
LE1296	PLSL-PlateLoc-0030	Agilent Technologies Inc.	G5585A	SG1834A010	Device	PlateLoc	Plate Sealer
LE0846	REFR-Atosa-0011	Atosa USA	MGF8401GR	MGF8401GRAUS100317121100C40001		Atosa	4C refrigerator (Single-Door/Deli)
LE0143	REFR-TRUE-0006	True Manufacturing Co., Inc.	T-49G-LD	8538541		TRUE	4C refrigerator (Single-Door/Deli)
LE0118	REFR-TRUE-0008	True Manufacturing Co., Inc.	T-49G-LD	8608597		TRUE	4C refrigerator (Single-Door/Deli)
LE0168	REFR-TRUE-0009	True Manufacturing Co., Inc.	T-49G-LD	8838763		TRUE	4C refrigerator (Single-Door/Deli)
LE1033	REFR-TRUE-0018	True Manufacturing Co., Inc.	TSD_47G_HC	9621071		TRUE	4C refrigerator (Single-Door/Deli)
LE2616	RODI-Flex-0008	Veolia Water UK Limited	PURELAB Flex 2	FLB00010956		Flex	Lab water purification system
LE4078	SEQU-GridION-0001	Oxford Nanopore Technologies Ltd	GridION x5	GXB03590	Device	GridION	Sequencer
LE0529	SEQU-MiSeq-0001	Illumina	MiSeq	M01087	Device	MiSeq	Sequencer
LE2409	SHKR-Fisherbrand-0001	Thermo Fisher Scientific Inc.	2217759	180731001		Fisherbrand	Shaker
None	SHKR-Fisherbrand-0002	Fisher Scientific	2216101	170118011		Room 5130	Shaker
None	SHKR-TYZD-0001		TYZD-III	2016120312			Shaker
None	SHKR-XPT-0001	Banvue Point International, Inc.	BDRAA115S	0316BDR000892		XPT	Shaker
TBD	SPEC-CGQ-0001	aquila biolabs GmbH	CGQ-BASE-16	CGQ-BS-16-BV-0031	Device	CGQ	Spectrophotometer
None	SPEC-Epoch-0001	Biotek	Epoch				Spectrophotometer
LE0109	SPEC-GENESYS-0004	ThermoFisher Scientific Inc.	GENESYS 10S UV-Vis	2L6T139204	Device	GENESYS	Spectrophotometer
LE1390	TUBW-SCD-0001	Terumo BCT	SCD IIB	6500		SCD	Tubing Cutter
LE2412	VCCR-SpeedVac-0001	Thermo Fisher Scientific Inc.	SPD2030-220	1154659001190611		SpeedVac	
LE2443	VSCD-Masterflex-0008	Cole-Parmer	Masterflex L/S	C18005334		Masterflex	Peristaltic Pump
LE2615	VSCD-Masterflex-0009	Cole-Parmer	Masterflex L/S	B15001410		Masterflex	Peristaltic Pump
		Biotage	V10 Touch	V102103898			
LE0726	FLUR-Qubit-0003	ThermoFisher Scientific Inc.	3	2321602679	Device	Qubit	Fragment Analyzer

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0756	FLUR-Qubit-0005	ThermoFisher Scientific Inc.	3	2321610645	Device	Qubit	Fragment Analyzer
LE0740	FLUR-Qubit-0007	ThermoFisher Scientific Inc.	3	2321611431	Device	Qubit	Fragment Analyzer
LE0624	LIQH-Bravo384ST-0006	Agilent Technologies Inc.	04318-201	12.00270.1051	Device	Bravo384ST	Liquid Handler
LE0048	LIQH-Bravo-0001	Agilent Technologies Inc.	16050-102	43.00094.1002	Device	Bravo	Liquid Handler
LE0129	LIQH-Bravo-0002	Agilent Technologies Inc.	16050-102	USS2009240001	Device	Bravo	Liquid Handler
LE1217	PLSH-BioShake-0040	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0556	LIQH-Bravo96LT-0014	Agilent Technologies Inc.	G5055A	SG1737N010	Device	Bravo96LT	Liquid Handler
LE0616	LIQH-Bravo-0005	Agilent Technologies Inc.	16050-102	SGS16BLH21309	Device	Bravo	Liquid Handler
LE1229	LIQH-Bravo384ST-0013	Agilent Technologies Inc.	04318-201	12.00407.1051	Device	Bravo384ST	Liquid Handler
LE0602	LIQH-Bravo-0006	Agilent Technologies Inc.	16050-102	SGS17BLH20305	Device	Bravo	Liquid Handler
LE1215	PLSH-BioShake-0033	QInstruments GmbH	D3000	8842	Device	BioShake	Plate Shaker
LE1427	PLSH-Teleshake-0002		50134882	IBS13195	Device	Teleshake	Plate Shaker
LE0542	LIQH-Bravo-0009	Agilent Technologies Inc.	G5563A	SG1739B002	Device	Bravo	Liquid Handler
LE0757	LIQH-Bravo-0010	Agilent Technologies Inc.	G5563A	SG1820B002	Device	Bravo	Liquid Handler
LE0758	LIQH-Bravo-0011	Agilent Technologies Inc.	G5563A	SG1826B004	Device	Bravo	Liquid Handler
LE0730	LIQH-Bravo96LT-0011	Agilent Technologies Inc.	04730-202	12.00325.1042	Device	Bravo96LT	Liquid Handler
LE0749	LIQH-Bravo-0012	Agilent Technologies Inc.	G5563A	SG1830B004	Device	Bravo	Liquid Handler
LE0619	LIQH-Bravo96LT-0002	Agilent Technologies Inc.	04730-202	USS2009370020	Device	Bravo96LT	Liquid Handler
LE1310	PLSH-BioShake-0051	QInstruments GmbH	D30	13814	Device	BioShake	Plate Shaker
LE2497	LIQH-EVOMCA96-0024	Tecan US Inc		2011008330	Device	EVOMCA96	Liquid Handler
LE1211	PLSH-BioShake-0034	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0498	LIQH-EVOMCA96-0005	Tecan US Inc.	96 MCA Head	1705006158	Device	EVOMCA96	Liquid Handler
LE0497	LIQH-EVOMCA96-0004	Tecan US Inc.	96 MCA Head	1705006166	Device	EVOMCA96	Liquid Handler
LE1202	PLSH-BioShake-0045	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0496	LIQH-EVOMCA96-0002	Tecan US Inc.	96 MCA Head	807002571	Device	EVOMCA96	Liquid Handler
LE0735	PLSH-BioShake-0036	QInstruments GmbH	D30		Device	BioShake	Plate Shaker

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0499	LIQH-EVOMCA96-0013	Tecan US Inc.	96 MCA Head	1702007718	Device	EVOMCA96	Liquid Handler
LE0660	PLSH-BioShake-0017	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0709	PLSH-BioShake-0031	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1263	LIQH-EVOMCA96-0020	Tecan US Inc.	96 MCA Head	1901006144	Device	EVOMCA96	Liquid Handler
LE0593	LIQH-EVO-0013	Tecan US Inc.	EVO 2 - 200	1702007719	Device	EVO	Liquid Handler
LE0638	PLSH-BioShake-0020	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0639	PLSH-BioShake-0021	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE1249	LIQH-EVOMCA96-0022	Tecan US Inc.	96 MCA Head	1904008544	Device	EVOMCA96	Liquid Handler
LE1410	PLSH-BioShake-0058	QInstruments GmbH	D30	9252	Device	BioShake	Plate Shaker
LE1303	PLSH-BioShake-0059	QInstruments GmbH	D3000	10928	Device	BioShake	Plate Shaker
LE1300	PLSH-Bioshake-0064		D30	12336	Device	BioShake	Plate Shaker
LE1365	PLSH-Bioshake-0065		D3000	12159	Device	BioShake	Plate Shaker
XXXX	LIQH-MCA384AdapterFixed-0001	Tecan US Inc.	30032064 125uL	11078	Device	MCA384AdapterFixed	Liquid Handler
XXXX	LIQH-MCA384AdapterFixed-0003	Tecan US Inc.	30032065 15uL	15025	Device	MCA384AdapterFixed	Liquid Handler
LE1302	PLSH-BioShake-0060	QInstruments GmbH	D30	12340	Device	BioShake	Plate Shaker
LE1411	PLSH-BioShake-0061	QInstruments GmbH	D3000	12322	Device	BioShake	Plate Shaker
	MODX-FI-0001	Zymergen Inc			Module	Platform	Platform
LE2719	TLCP-PlateExpress-0001	Interchim	Plate Express	PE-5220-0526	Device	PlateExpress	
LE2718	MSSP-Expression-0001	Advion Inc	Expression LCMS	CMS-5020-1232	Device	Expression	Mass Spectrometry System
LE0137	PLHA-BenchCel-0004	Agilent Technologies Inc.	18692.216	70.00104.2160/62.00867.0000	Device	BenchCel	Plate Handler
	PLTF-Barcodinator-0001	Zymergen Inc	Barcodinator		Platform	Platform	Platform (Automation Customized)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2744	PLSH-Bioshake-0074	QInstruments GmbH	D3000	21164	Device	BioShake	Plate Shaker
	PLTF-M1000-0001	Zymergen Inc	M1000		Platform	Platform	Platform (Automation Customized)
LE0560	BKDS-ViaFill-0002	Integra Biosciences Inc.	ViaFill	56170150	Device	ViaFill	Bulk Dispenser
LE0688	PLHA-BenchCel-0001	Agilent Technologies Inc.	18692-206	70.00189.2060/62.01448	Device	BenchCel	Plate Handler
	PLTF-MPP-0002	Zymergen Inc	MPP		Platform	Platform	Platform (Automation Customized)
LE0065	PLHA-BenchCel-0003	Agilent Technologies Inc.	18692.214	70.00062.2140/62.00800	Device	BenchCel	Plate Handler
	PLTF-PWash-0001	Zymergen Inc	PWash		Platform	Platform	Platform (Automation Customized)
	ZRAC-Fluent-0001	Zymergen Inc	Fluent		Sub-Module	Platform	Liquid Handler
	ZRAC-HiG-0001	Zymergen Inc	HiG		Sub-Module	Platform	Centrifuge
	ZRAC-MultiFlo-0001	Zymergen Inc	MultiFlo FX		Sub-Module	Platform	Bulk Dispenser
	ZRAC-PlateLoc-0001	Zymergen Inc	PlateLoc		Sub-Module	Platform	Plate Sealer
	ZRAC-Thermocycler-0002	Zymergen Inc	Thermocycler		Sub-Module	Platform	Thermocycler
	ZRAC-Thermocycler-0003	Zymergen Inc	Thermocycler		Sub-Module	Platform	Thermocycler
LE0695	BKDS-ViaFill-0005	Integra Biosciences Inc.	ViaFill	56180173	Device	ViaFill	Bulk Dispenser
	ZRAC-ViaFill-0001	Zymergen Inc	ViaFill		Sub-Module	Platform	Bulk Dispenser
	ANCH-COY-0003	Coy Laboratory Products Inc	734/475-2200	AC19-109			Anaerobic chamber
LE0387	BALX-ME-0018	Mettler-Toledo, LLC	ME4002TE	B751164888		ME	Balance (precision scale)
LE1650	BALX-ME-0019	Mettler-Toledo, LLC	ME4002TE	B751164889		ME	Balance (precision scale)
LE1014	BALX-ML-0001	Mettler-Toledo, LLC	ML6002T/00	B843655248		ML	Balance (precision scale)
LE1015	BALX-MS-0006	Mettler-Toledo, LLC	MS104TS/00	B840537752		MS	Balance (precision scale)
	BALX-Navigator-0001	Ohaus Corp	NVT4201	8341355030			Balance (precision scale)
LE1636	BALX-XS-0001	Mettler-Toledo, LLC	XSR304	B915526578		XS	Balance (precision scale)
None	BATH-VWR-0006	VWR Internaitonal	WB05	W417C0376		VWR	Temp controlled water bath

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	BATH-VWR-0007	VWR Internaitonal	WB05	W417C0378		VWR	Temp controlled water bath
None	BATH-VWR-0008	VWR Internaitonal	WB05	W417C0381		VWR	Temp controlled water bath
None	BATH-VWR-0009	PolySciences, Inc.	WB05	W417B0179		VWR	Temp controlled water bath
None	BATH-VWR-0011	VWR Internaitonal	WB05	W417B0203		VWR	Temp controlled water bath
None	BATH-VWR-0012	VWR Internaitonal	WB02	None		VWR	Temp controlled water bath
None	BATH-VWR-0013	VWR Internaitonal	WB02	W11440182		VWR	Temp controlled water bath
None	BATH-VWR-0014	VWR Internaitonal	WB05	W41770205		VWR	Temp controlled water bath
LE1239	BKDS-PlatePourer-0002	Kreo Technologies	PPC	113010	Device	PlatePourer	Bulk Dispenser
LE0551	BKDS-ViaFill-0001	Integra Biosciences Inc.	ViaFill	56170152	Device	ViaFill	Bulk Dispenser
LE0553	BKDS-ViaFill-0004	Integra Biosciences Inc.	ViaFill	56170151	Device	ViaFill	Bulk Dispenser
LE1276	BKDS-ViaFill-0006	Integra Biosciences Inc.	ViaFill	56180175	Device	ViaFill	Bulk Dispenser
	BIOR-microMatrix-0001	Applikon Biotechnology	micro-Matrix	Z310040010	Device	micro-Matrix	Bioreactor System
LE2337	BSCX-EF-0001	Enviroflo, Inc	EF-2000-01	19-03111-0729			Bio Safety Cabinet (BSC)
LE2338	BSCX-EF-0002	Enviroflo, Inc	EF-2000-02	19-03111-0830			Bio Safety Cabinet (BSC)
LE0254	CENT-54-0054	Eppendorf North America Inc	5424	5424GI874785		54	Centrifuge
LE0085	CENT-Avanti-0001	Beckman Coulter	AvantiJ-E	JSE14J14		Avanti	Centrifuge
LE2058	CENT-Avanti-0009	Beckman Coulter	AvantiJ-E	JSE17H12		Avanti	Centrifuge
LE2637	FFUX-Whisper-0012	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152007		Whisper	Fan Filter Unit
LE0259	FRAG-ZAG-0002	Agilent Technologies Inc.	ZAG	Z7521	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0613	FRAG-ZAG-0003	Agilent Technologies Inc.	ZAG	Z7534	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0614	FRAG-ZAG-0004	Agilent Technologies Inc.	ZAG	Z7535	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0536	FRAG-ZAG-0005	Agilent Technologies Inc.	ZAG	Z7555	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE0719	FRAG-ZAG-0007	Agilent Technologies Inc.	ZAG	Z7572	Device	ZAG	Fragmented DNA analyzer (ZAG)
LE2618	ICEX-F330-0006	Hoshizaki America, Inc.	F-330BAH	H01276G		F330	Ice Maker
LE0349	INCS-Innova-0020	Eppendorf North America Inc	Innova 44R	SI44GQ204344		Innova	Incubator Shaker

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE0939	INCS-MaxQ-0003	Thermo Fisher Scientific Inc.	4338 MAXQ - 4000	300228356		MaxQ	Incubator Shaker
LE0440	INCS-Mini-0001	Benchmark Electronics	Incu-Shaker Mini	1612N205BC278		Mini	Incubator Shaker
LE0432	INCS-Multitron-0077	Infors-HT	Multitron Pro	D2020717PT3		Multitron	Incubator Shaker
LE0432	INCS-Multitron-0078	Infors-HT	Multitron Pro	D2030717PC3		Multitron	Incubator Shaker
LE0432	INCS-Multitron-0079	Infors-HT	Multitron Pro	D2040717PC3		Multitron	Incubator Shaker
LE2015	INCS-Multitron-0083	Infors-HT	Multitron Pro	D1960717PT3		Multitron	Incubator Shaker
LE2015	INCS-Multitron-0085	Infors-HT	Multitron Pro	D1980717PC3		Multitron	Incubator Shaker
LE2017	INCS-Multitron-0086	Infors-HT	Multitron IV	E0210519FT3		Multitron	Incubator Shaker
LE2017	INCS-Multitron-0087	Infors-HT	Multitron	E0220519FC3		Multitron	Incubator Shaker
LE2017	INCS-Multitron-0088	Infors-HT	Multitron	E0230519FC3		Multitron	Incubator Shaker
LE0046	INCX-VWR-0001	VWR Internaitonal	89511-422	41692011		VWR	Incubator Static / Gravity
LE1610	INCX-VWR-0063	VWR Internaitonal	89511-422	43277604		VWR	Incubator Static / Gravity
LE1609	INCX-VWR-0064	VWR Internaitonal	89511-422	42377602		VWR	Incubator Static / Gravity
	INCX-IPP-0001	Memmert GmbH + Co. KG	IPP110plus			IPP	Incubator Static / Gravity
LE0076	LIQH-Echo-0001	Labcyte Inc.	Echo 550	E5XX-1455	Device	Echo	Liquid Handler
None		Eppendorf North America Inc	MixMate(5353)	5353EM317575		MixMate	Mixer
None	MIXR-MixMate-0006	Eppendorf North America Inc	MixMate(5353)	5353HK219933		MixMate	Mixer
LE2604	MIXR-MixMate-0007	Eppendorf North America Inc	MixMate(5353)	5353HG019688		MixMate	Mixer
None	MIXR-MixMate-0008	Eppendorf North America Inc	MixMate(5353)	5353FL318256		MixMate	Mixer
LE2613	MOAN-MA-0001	Sartorius Stedim NA Inc.	MA37-1US	38602609			Moisture Analyzer
LE2120	MOAN-MA-0002	Sartorius Stedim NA Inc.	MA37-1US	41508217			Moisture Analyzer
LE0235	MSSP-PrimaPro-0001	ThermoFisher Scientific Inc.	Prima PRO	3803346	Device	PrimaPro	Mass Spectrometry System
LE2498	MSSP-PrimaPro-0002	ThermoFisher Scientific Inc.	Prima PRO	5399207	Device	PrimaPro	Mass Spectrometry System

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1385	O2MO-Beacon-0001	RKI Intruments	Beacon 410A	B410A-211005			Oxygen Monitor
LE1385	O2MO-Beacon-0002	RKI Intruments	Beacon 410A	B410A-212014			Oxygen Monitor
LE0040	PCRX-2720-0008	Thermo Fisher Scientific Inc.	2720	272S4182406		2720	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0195	PCRX-ProFlex-0001	Thermo Fisher Scientific Inc.	ProFlex	297806408/297850478		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0196	PCRX-ProFlex-0002	Thermo Fisher Scientific Inc.	ProFlex	297804922/297850412		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2437	PCRX-ProFlex-0003	Thermo Fisher Scientific Inc.	ProFlex	2978019013091/297850964		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2416	PCRX-ProFlex-0004	Thermo Fisher Scientific Inc.	ProFlex	2978018010594 / 297850757		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2420	PCRX-ProFlex-0005	Thermo Fisher Scientific Inc.	ProFlex (Triple-lid 96 Well)	297805299/297823310		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2063	PCRX-ProFlex-0015	Thermo Fisher Scientific Inc.	ProFlex	2978018010638/297850777		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2064	PCRX-ProFlex-0016	Thermo Fisher Scientific Inc.	ProFlex	297804890/297850630		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2065	PCRX-ProFlex-0017	Thermo Fisher Scientific Inc.	ProFlex	2978018061754/297850405		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE2066	PCRX-ProFlex-0018	Thermo Fisher Scientific Inc.	ProFlex	297809310/297850817		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE0099	PLHA-PreciseArm-0001	Precise Automation	PF00-MA-00400	F0X-1412-8K-00393	Device	PreciseArm	Plate Handler
LE0568	PLHA-PreciseArm-0004	Precise Automation	PF00-MA-00400	F0B-1604-8C-00549	Device	PreciseArm	Plate Handler
LE0713	PLSL-PlateLoc-0021	Agilent Technologies Inc.	G5585A	SG1836A004	Device	PlateLoc	Plate Sealer
LE1357	PLSL-PlateLoc-0024	Agilent Technologies Inc.	01867-201	SG1839A006	Device	PlateLoc	Plate Sealer
LE0617	PRNT-Mach4-0005	Computype Inc.	MACH4/600 B	0041150 Z48	Device	Mach4	Label Printer
LE1550	PUMP-MP8-0049	Eppendorf North America Inc	MP8 V2.0	3012195	Device	MP8	Pump Module
LE1547	PUMP-MP8-0052	Eppendorf North America Inc	MP8 V2.0	3012194	Device	MP8	Pump Module
LE2738	PUMP-MP8-0079	Eppendorf North America Inc	MP8 V2.0	3012736	Device	MP8	Pump Module
LE2739	PUMP-MP8-0080	Eppendorf North America Inc	MP8 V2.0	3012729	Device	MP8	Pump Module
LE0847	REFR-Atosa-0012	Atosa USA	MGF8401GR	MGF8401GRAUS100318041200C40007		Atosa	4C refrigerator (Single-Door/Deli)
LE0848	REFR-Atosa-0013	Atosa USA	MGF8401GR	MGF8401GRAUS100317123100C40002		Atosa	4C refrigerator (Single-Door/Deli)
LE0849	REFR-Atosa-0014	Atosa USA	MGF8401GR	MGF8401GRAUS100318041200C40015		Atosa	4C refrigerator (Single-Door/Deli)
LE0850	REFR-Atosa-0015	Atosa USA	MGF8401GR	MGF8401GRAUS100317031600C44284		Atosa	4C refrigerator (Single-Door/Deli)
None	REFR-ColdRoom-0007	Cold Room Solutions	CPX2-C1	190993		ColdRoom	4C refrigerator (Single-Door/Deli)
LE1807	REFR-Diamond-0002	Nor-Lake, Inc.	NSBDR261SSS/0	NLS-9666376-1905		Diamond	4C refrigerator (Single-Door/Deli)
LE0287	REFR-Sears-0001	Sears Holdings	25370722410	WA54801628		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0002	Sears Holdings	25370722410	WA63303388		Sears	4C refrigerator (Single-Door/Deli)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	REFR-Sears-0004	Sears Holdings	253.7072241	WA61202179		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0005	Electrolux	FRU17B2JW22	WA13302093		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0006	Midea	WHS-160RSS1	D81-24164702-16920-210280		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0007	Midea	WHS-160RSS1	D81-17447301-16518-210179		Sears	4C refrigerator (Single-Door/Deli)
	REFR-Sears-0011	Sears Holdings	UCR-0604	014135-12-0032-0202		Sears	4C refrigerator (Single-Door/Deli)
None	REFR-Sears-0012	Midea	WHS-160RSS1	D81-40426501-17730-210011		Sears	4C refrigerator (Single-Door/Deli)
LE1623	REFR-TRUE-0001	True Manufacturing Co., Inc.	TSD-47G-HC-LD	9601575		TRUE	4C refrigerator (Single-Door/Deli)
LE0438	REFR-TRUE-0010	True Manufacturing Co., Inc.	T-49G-HC	9191694		TRUE	4C refrigerator (Single-Door/Deli)
LE2019	REFR-TRUE-0015	True Manufacturing Co., Inc.	TSD_47G_HC	9610371		TRUE	4C refrigerator (Single-Door/Deli)
LE0296	REFR-TRUE-0016	True Manufacturing Co., Inc.	T-49G-LD	8825606		TRUE	4C refrigerator (Single-Door/Deli)
LE1034	REFR-TRUE-0019	True Manufacturing Co., Inc.	TSD_47G_HC	9616431		TRUE	4C refrigerator (Single-Door/Deli)
LE1037	REFR-TRUE-0022	True Manufacturing Co., Inc.	TSD_47G_HC	9616429		TRUE	4C refrigerator (Single-Door/Deli)
LE0174	REFR-TRUE-0030	True Manufacturing Co., Inc.	T-49G-LD	8838771		TRUE	4C refrigerator (Single-Door/Deli)
LE0332	REFR-TRUE-0031	True Manufacturing Co., Inc.	TSD_47G_LD	8963349		TRUE	4C refrigerator (Single-Door/Deli)
LE2602	REFR-TRUE-0039	True Manufacturing Co., Inc.	TS-23-HC	9684406		TRUE	4C refrigerator (Single-Door/Deli)
None	REFR-VWR-0001	VWR Internaitonal	HCUCFS-0504G	HQ-VWR-18C2978-1803-V52		VWR	4C refrigerator (Single-Door/Deli)
LE1020	REFR-VWR-0005	VWR Internaitonal	EFV-20	VWR-WB84076570-1811		VWR	4C refrigerator (Single-Door/Deli)
LE2606	RODI-Chorus-0001	Veolia Water UK Limited	PC220DIBPM2	CRS00003645			Lab water purification system
LE2614	RODI-Chorus-0003	Veolia Water UK Limited	PC220DIBPPM3	CRS00005626			Lab water purification system
LE2617	RODI-Chorus-0004	Veolia Water UK Limited	PC220DIBPM2	CRS00004002			Lab water purification system
LE1802	RODI-Chorus-0005	Veolia Water UK Limited	PC220DIBPM2	CRS00003979			Lab water purification system

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1823	RODI-Flex-0005	Veolia Water UK Limited	PURELAB Flex 2	FLB0008698		Flex	Lab water purification system
LE2607	RODI-Flex-0006	Veolia Water UK Limited	PURELAB Flex 2	FLB00011898		Flex	Lab water purification system
	RODI-Prima-0005	Veolia Water UK Limited	PURELAB Prima 30			Prima	Lab water purification system
LE1824	RODI-Prima-0006	Veolia Water UK Limited	PURELAB Prima 30	PR00013815		Prima	Lab water purification system
	RPCR-QuantStudio-0001	ThermoFisher Scientific Inc.	QuantStudio 7	2.78E+12	Device	QuantStudio	Real- Time PCR Thermal Cycler
LE0765	SEQU-MiSeq-0002	Illumina	MiSeq	M06675	Device	MiSeq	Sequencer
LE0751	SEQU-MiSeq-0003	Illumina	MiSeq	M06726	Device	MiSeq	Sequencer
LE1254	SEQU-PippinHT-0001	Sage Science Inc.	HT00418	HT00418	Device	PippinHT	Sequencer
LE1315	SEQU-PippinHT-0002	Sage Science Inc.		HT00495	Device	PippinHT	Sequencer
	SLDH-PowderDispenser-0001	Labman Automation Ltd	Zpow Powder Dispensing Robot		Device	PowderDispenser	Bulk Dispenser
LE2636	VCCR-SpeedVac-0002	Labconco	7970010	180862547H		SpeedVac	
		V&P Scientific, Inc.	VP 710C5-7A	711455			Stirrer
		V&P Scientific, Inc.	VP 710C5-7A	71195			Stirrer
		Analytictikjena	UVP UVGL-55	E121719			
LE4201		Steris	500XLS	3631921007			
		Conviron	GEN 1000	210078			
		Sphere Fluidics	Research Cyto-Mine				
		Infors	Labfors 5				
		Conviron	286059-SU	2019050033			Growth Chamber
		BioRad	C1000 Touch	CT057370			Thermocycler
None	AIRP-RabbitAir -0001	RabbitAir	SPA-700A	15102F571961300012		RabbitAir	
None	AIRP-RabbitAir -0002	RabbitAir	SPA-700A	15402F571961300015		RabbitAir	
None	AIRP-RabbitAir -0003	RabbitAir	SPA-700A	15302DFP1842700038		RabbitAir	
None	AIRP-RabbitAir -0004	RabbitAir	SPA-700A	15302DFP1540100023		RabbitAir	

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
None	AIRP-RabbitAir - 0005	RabbitAir	SPA-700A	152 02DFP 16B30 00032		RabbitAir	
LE0667	PLSH-BioShake-0001	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0653	PLSH-BioShake-0006	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0633	PLSH-BioShake-0009	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0634	PLSH-BioShake-0010	QInstruments GmbH	D30		Device	BioShake	Plate Shaker
LE0651	PLSH-BioShake-0022	QInstruments GmbH	D3000	8189	Device	BioShake	Plate Shaker
LE0641	PLSH-BioShake-0024	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0622	PLSH-Bioshake-0026	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE1231	PLSH-BioShake-0030	QInstruments GmbH	D3000	6763	Device	BioShake	Plate Shaker
LE1216	PLSH-BioShake-0039	QInstruments GmbH	D3000	8843	Device	BioShake	Plate Shaker
LE1218	PLSH-BioShake-0041	QInstruments GmbH	D3000	8845	Device	BioShake	Plate Shaker
LE1221	PLSH-BioShake-0042	QInstruments GmbH	D30	9250	Device	BioShake	Plate Shaker
LE1222	PLSH-BioShake-0043	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE1287	PLSH-Bioshake-0049	QInstruments GmbH	D30	12339	Device	BioShake	Plate Shaker
LE1358	PLSH-BioShake-0062	QInstruments GmbH	D30	13819	Device	BioShake	Plate Shaker
LE1359	PLSH-BioShake-0063	QInstruments GmbH	D3000	14809	Device	BioShake	Plate Shaker
LE1314	PLSH-Bioshake-0067		D3000	14688	Device	BioShake	Plate Shaker
LE1458	PLSH-Bioshake-0069	QInstruments GmbH	D3000	12168	Device	BioShake	Plate Shaker
LE1224	PLSH-Bioshake-0072	QInstruments GmbH	D30	6733	Device	BioShake	Plate Shaker
LE0618	LIQH-Bravo96LT-0005	Agilent Technologies Inc.	04730-202	SGS16DTH31402	Device	Bravo96LT	Liquid Handler
LE0732	LIQH-Bravo96LT-0016	Agilent Technologies Inc.	G5055A	SG1825N001	Device	Bravo96LT	Liquid Handler

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1204	LIQH-Bravo96LT-0018	Agilent Technologies Inc.	G5055A	SG1826N004	Device	Bravo96LT	Liquid Handler
LE0591	LIQH-Bravo96LT-0020	Agilent Technologies Inc.	04730-202	SGS13DTH32101	Device	Bravo96LT	Liquid Handler
LE1286	LIQH-Bravo96LT-0021	Agilent Technologies Inc.	G5055A	SG1913N002	Device	Bravo96LT	Liquid Handler
LE0737	ELPO-GeminiX2-0002	BTX of Harvard Biosciences	Gemini X2	G-311117	Device	GeminiX2	Electroporator
LE0694	ELPO-GeminiX2-0003	BTX of Harvard Biosciences	Gemini X2	G-221320	Device	GeminiX2	Electroporator
LE0805	ELPO-GeminiX2-0004	BTX of Harvard Biosciences	Gemini X2	G-311106	Device	GeminiX2	Electroporator
LE1297	ELPO-HT200-0002	BTX of Harvard Biosciences	HT200	HT200-0378	Device	HT200	Electroporator
LE0549	ELPO-HT200-0003	BTX of Harvard Biosciences	HT200	HT200-0346	Device	HT200	Electroporator
LE1298	ELPO-HT200-0004	BTX of Harvard Biosciences	HT200	HT200-0400	Device	HT200	Electroporator
LE0110	SPEC-NanoDrop-0009	ThermoFisher Scientific Inc.	NanoDrop 2000		Device	NanoDrop	Spectrophotometer
	TE-3340	Cole-Parmer	35519-046	170380268			
LE1301	PLSH-BioShake-0056	QInstruments GmbH	D3000	11172	Device	BioShake	Plate Shaker
LE0179	MICS-DMLB-0001	Leica Microsystems	DMLB	501080 195502		DMLB	Microscope
LE0561	PLSL-PlateLoc-0008	Agilent Technologies Inc.	1.0048	1.00480.0002	Device	PlateLoc	Plate Sealer
LE0866	INCS-Multitron-0015	Infors-HT	Multitron Pro	D7091018PC3		Multitron	Incubator Shaker
LE2089	BALX-ME-0028	Mettler-Toledo, LLC	ME403E	B910330523		ME	Balance (precision scale)
	ZRAC-Thermocycler-0001	Zymergen Inc	Thermocycler		Sub-Module	Platform	Thermocycler
LE0631	PLSH-BioShake-0007	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
LE0646	PLSH-BioShake-0011	QInstruments GmbH	D3000		Device	BioShake	Plate Shaker
None	FFUX-Whisper-0003	Terra Universal Inc.	6601-1624-H	6601-1624-HP157152003		Whisper	Fan Filter Unit
None	FFUX-Whisper-0004	Terra Universal Inc.	6601-1624-H	6601-1624-157152010		Whisper	Fan Filter Unit
LE0827	INCS-Innova-0009	Eppendorf North America Inc	Innova 44R	SI44HP604864		Innova	Incubator Shaker
LE0998	INCS-Innova-0016	Eppendorf North America Inc	Innova 44R	SI44II005049		Innova	Incubator Shaker
LE0986	INCS-Innova-0017	Eppendorf North America Inc	Innova 44R	SI44II105053		Innova	Incubator Shaker
LE2870	INJR-SPS-0001	Agilent Technologies Inc.	G8410A	AU204110328	Module	SPS	Chromatography
LE2873	MSSP-ICPMS-0001	Agilent Technologies Inc.	G8422A	SG21122036	Module	ATICP	Mass Spectrometry System

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE2874	PUMP-ICPPump-0001	Agilent Technologies Inc.	X3705-64000	IT21125181	Module	ICPPump	Chromatography
	PLTF-ICPMS-0001	Agilent Technologies Inc.			Platform	ICPMS	Platform (Automation Customized)
LE0866	INCS-Multitron-0013	Infors-HT	Multitron Pro	D7071018PT3		Multitron	Incubator Shaker
LE0866	INCS-Multitron-0014	Infors-HT	Multitron Pro	D7081018PC3		Multitron	Incubator Shaker
LE0837	SCLE-ICS425-0002	Mettler-Toledo, LLC	ICS425k-15LA/f	B952846533		ICS425	Scale
None	SHKR-Fisherbrand-0002	Fisher Scientific	2216101	170118011		Fisherbrand	Shaker
None	SHKR-TYZD-0001		TYZD-III	2016120312			Shaker
None	SHKR-XPT-0001	Banvue Point International, Inc.	BDRAA115S	0316BDR000892		XPT	Shaker
LE2736	SPEC-UV-0001	Labsphere Inc	UV-2000S	222215013	Device	UV-2000S	Spectrophotometer
LE0274	VCCR-CentriVap-0002	Labconco	CentriVap(7970010)	150610460		CentriVap	
LE0474	VACP-RV-0002	Edwards Vacuum Inc	RV5	200585579			
LE0860	SPEC-NanoDrop-0002	Thermo Fisher Scientific Inc.	NanoDrop One	AZY1812299	Device	NanoDrop	Spectrophotometer
LE0562	PRNT-Mach4-0006	Computype Inc.	MACH4/600 B	0042166 A11	Device	Mach4	Label Printer
LE4078	SEQU-GridION-0001	Oxford Nanopore Technologies Ltd	GridION x5	GXB03590	Device	GridION	Sequencer
		Thermo Fisher Scientific Inc.	ARCTIC A10 - 1525108	1121692301200414			Refrigerated Circulators
		Infors	Labfors 5				
LE2499	SPEC-NanoDrop-0009	ThermoFisher Scientific Inc.	Nanodrop 2000	T976	Device	NanoDrop	Spectrophotometer
LE0742	LIQH-AssistViaflo-0001	Integra Biosciences Inc.	Integra 12-channel Viaflo (with Assist bluetooth module)	7039067	Device	IntegraAssistHead	Liquid Handler
LE0741	LIQH-AssistBase-0001	Integra Biosciences Inc.	Integra Assist Plus	21122185	Device	IntegraAssist	Liquid Handler
LE0455	BALX-ME-0002	Mettler-Toledo, LLC	ME4002TE	B735601598		ME	Balance (precision scale)
LE2082	BALX-ME-0003	Mettler-Toledo, LLC	ME403TE	B639089885		ME	Balance (precision scale)

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
LE1604	BALX-ME-0005	Mettler-Toledo, LLC	ME104TE	B907246079		ME	Balance (precision scale)
LE1003	CENT-54-0030	Eppendorf North America Inc	5424R	5404HK831022		54	Centrifuge
LE0798	CENT-58-0002	Eppendorf North America Inc	5810R	5811HO485740		58	Centrifuge
LE0325	INCS-Innova-0027	Eppendorf North America Inc	Innova 44R	SI44FR403950		Innova	Incubator Shaker
LE0326	INCS-Innova-0028	Eppendorf North America Inc	Innova 44R	SI44FR403949		Innova	Incubator Shaker
LE0327	INCS-Innova-0029	Eppendorf North America Inc	Innova 44R	SI44FR403948		Innova	Incubator Shaker
LE0988	INCS-Innova-0033	Eppendorf North America Inc	Innova S44i	S44III202121		Innova	Incubator Shaker
LE0989	INCS-Innova-0034	Eppendorf North America Inc	Innova S44i	S44III602122		Innova	Incubator Shaker
LE1293	BKDS-ViaFill-0009	Integra Biosciences Inc.	ViaFill	56180202	Device	ViaFill	Bulk Dispenser
LE1227	BKDS-WellMate-0004	Matrix Technologies Corp	WellMate	1360	Device	WellMate	Bulk Dispenser
LE1261	COPK-Qpix-0005	Molecular Devices LLC	QPix420	QPIX420-3065	Device	QPix	Colony Picker
LE0530	FRAG-Bioanalyzer-0001	Agilent Technologies Inc.	G2938C	DE54704601	Device	Bioanalyzer	Fragmented DNA analyzer (ZAG)
LE0506	IMSY-ImagingCabinet-0001	Alpha Innotech Corporation	Multi-Image Light Cabinet	401525	Device	ImagingCabinet	Imaging System
LE2018	INCS-Multitron-0089	Infors-HT	Multitron	E0770619FT3		Multitron	Incubator Shaker
LE2018	INCS-Multitron-0090	Infors-HT	Multitron	E0780619FC3		Multitron	Incubator Shaker
LE2018	INCS-Multitron-0091	Infors-HT	Multitron	E0790619FC3		Multitron	Incubator Shaker
LE1012	OVEN-Heratherm-0004	Thermo Fisher Scientific Inc.	Heratherm OMH180	42335884		Heratherm	Oven
LE0855	PCRX-ProFlex-0010	Thermo Fisher Scientific Inc.	ProFlex	2978018051587/29 7850814		ProFlex	Thermo Cycler for Polymerase Chain Reaction Amplification of DNA/RNA
LE1209	PLRE-Spark-0005	Tecan US Inc.	Spark	1810004246	Device	Spark	Plate Reader
LE2233	SCLE-ICS425-0038	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566745	Device	ICS425	Scale
LE2234	SCLE-ICS425-0039	Mettler-Toledo, LLC	ICS425k-3XS/f	B945566750	Device	ICS425	Scale
LE0204	VSCD-Masterflex-0002	Cole-Parmer	Masterflex L/S	D18004379		Masterflex	Peristaltic Pump
LE2086	VSCD-Masterflex-0003	Cole-Parmer	Masterflex L/S	M18000864		Masterflex	Peristaltic Pump

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
		Labconco	Xpert Balance enclosure	210310105 E			
		Tuttnauer	Transfer Carriage				
LE0739	FLUR-Qubit-0004	ThermoFisher Scientific Inc.	4	2.32E+12	Device	Qubit	Fragment Analyzer
LE0754	FLUR-Qubit-0006	ThermoFisher Scientific Inc.	4	2.32E+12	Device	Qubit	Fragment Analyzer
LE0476	VACP-RV-0004	Edwards Vacuum Inc	RV12	A65501906			
LE0473	VACP-RV-0005	Edwards Vacuum Inc	RV12	210142660			
LE2203	MICS-OMAX-0001	OMAX	OMAX 40X-2500X	G017052253		MZ	Microscope
LE2634	MICS-OMAX-0002	OMAX	OMAX	G016072381		MZ	Microscope
LE0896	CENT-58-0004	Eppendorf North America Inc	5810R	5811HQ986367		58	Centrifuge
LE0180	MICS-MZ-0001	Leica Microsystems	MZ16	10445367k		MZ	Microscope
LE0273	MICS-CX-0001	Olympus Controls	CX41RF	8E04525		CX	Microscope
LE2426	IMSM-GelDoc-0001	Bio-Rad Laboratories, Inc.	Gel Doc XR	721BR16393	Device	GelDoc	
LE0753	IMSM-GelDoc-0006	Bio-Rad Laboratories, Inc.	ChemiDoc	734BR5697	Device	ChemiDoc	
LE0777	BSCX-NU-0001	Nuaire, Inc.	NU-540-600	1.73724E+11		NU	Bio Safety Cabinet (BSC)
LE0328	CENT-54-0019	Eppendorf North America Inc	5430	5427FN023810		54	Centrifuge
LE0478	CENT-54-0050	Eppendorf North America Inc	5430R	5428HN326738		54	Centrifuge
LE2830	CENT-59-0002	Eppendorf North America Inc	5920R	5948JR803162			Centrifuge
LE2715	CDTR-AcquityPDA-0001	Waters	186015053	186015053	Module	AcquityPDA	Chromatography
LE2716	CDTR-AcquityRI-0001	Waters	186015070	186015070	Module	AcquityRI	Chromatography
LE2722	INJR-AcquityInjector-0001	Waters	186015051	186015051	Module	AcquityInjector	Chromatography
LE2721	PUMP-AcquityPump-0001	Waters	186015058	186015058	Module	AcquityPump	Chromatography
LE2723	TSCO-AcquityColumnOven-0001	Waters	186015054	186015054	Module	AcquityColumn Oven	Column Oven (Component of Agilent HPLC system)
	PLTF-APC-0001	Waters			Platform	APC	Platform (Automation Customized)
LE0338	INCX-VWR-0018	VWR Internaitonal	89511-422	41773714		VWR	Incubator Static / Gravity
LE2423	PCRX-ProFlex-0008	Thermo Fisher Scientific Inc.	ProFlex	297808975/297850660		ProFlex	Thermo Cycler for Polymerase Chain

Asset Tag	Asset Name	Manufacturer	Model	Serial Number	Asset Type	Model Class	Device Type
							Reaction Amplification of DNA/RNA
LE0539	PLSL-PlateLoc-0017	Agilent Technologies Inc.	G5585A	SG1740A002	Device	PlateLoc	Plate Sealer
		Olympus	BX53F	OK15116			
LE0830	CENT-54-0048	Eppendorf North America Inc	5430R	5424GO278074		54	Centrifuge
None	BATH-Isotemp-0003	Fisher Scientific	FSGPD05	300181358		Isotemp	Temp controlled water bath
LE0029	RODI-MilliQ-0001	EMD Millipore Corp	Milli-Q	F3JA17330 C		MilliQ	Lab water purification system
		Keyence	VHX-7100	3E120015			

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Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
CDTR-AcquityELSD-0001	Waters	2424 ELS Detector	A19VEL125M	Building 430	AcquityELSD	Chromatography	PLTF-ARC-0001
CDTR-AcquityPDA-0002	Waters	2998 PDA Detector	J16VPD292A	Building 430	AcquityPDA	Chromatography	PLTF-ARC-0001
CDTR-AcquityQDa-0001	Waters	QDa Detector	KAD3004	Building 430	AcquityQDa	Chromatography	PLTF-ARC-0001
CDTR-NexeraPDA-0001	Shimadzu Scientific Instruments Inc	SPD-M40	L22275700333	Building 430	NexeraPDA	Chromatography	PLTF-LCMS-0002
CDTR-ThermoPDA-0001	Thermo Fisher Scientific	ThermoPDA	8154261	Building 430	ThermoPDA	Chromatography	PLTF-LCMS-0003
COMP-NexeraControlSystem-0001	Shimadzu Scientific Instruments Inc	CBM-40	L22115700397	Building 430	NexeraControlSystem	Chromatography	PLTF-LCMS-0002
FLCR-EZPrep-0001	Teledyne Isco Inc	Combiflash EZ Prep	217D02435	Building 430	EZPrep	Chromatography	
FRCL-AcquityFC-0001	Waters	Fraction Collector III	F18WFC779J	Building 430	AcquityFC	Chromatography	PLTF-ARC-0001
FRCL-ThermoFC-0001	Thermo Fisher Scientific	ThermoFC	061805AFC3000	Building 430	ThermoFC	Chromatography	PLTF-LCMS-0003
INJR-AcquityInjector-0003	Waters	Sample Manager FTN-R	J16VSM734N	Building 430	AcquityInjector	Chromatography	PLTF-ARC-0001
INJR-ThermoSampler-0001	Thermo Fisher Scientific	ThermoSampler	8152906	Building 430	ThermoSampler	Chromatography	PLTF-LCMS-0003
LIQH-NexeraLH-0001	Shimadzu Scientific Instruments Inc	LH-40	L22285700053	Building 430	NexeraLH	Chromatography	PLTF-LCMS-0002

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
MSSP-LCMS2020-0001	Shimadzu Scientific Instruments Inc	LCMS-2020	O010155755138	Building 430	LCMS2020	Chromatography	PLTF-LCMS-0002
MSSP-ThermoLCMS-0001	Thermo Fisher Scientific	ThermoLCMS	ISQEC1808001	Building 430	ThermoLCMS	Chromatography	PLTF-LCMS-0003
PCRX-C1000-0004	Bio-Rad Laboratories	C1000Touch	786BR04320	Building 430	C1000	Thermocycler	
PLRE-SynergyHTX-0001	BioTek Instruments Inc.	Synergy HTX	1901244	Building 430	SynergyHTX	Plate Reader	
PLTF-ARC-0001				Building 430	ARC	Chromatography	
PLTF-LCMS-0002				Building 430	LCMS	Chromatography	
PLTF-LCMS-0003				Building 430	LCMS	Chromatography	
PUMP-AcquityPump-0003	Waters	Quaternary Solvent Manager-R	J16VQS682N	Building 430	AcquityPump	Chromatography	PLTF-ARC-0001
PUMP-NexeraPump-0001	Shimadzu Scientific Instruments Inc	LC-20AP	L20545770634	Building 430	NexeraPump	Chromatography	PLTF-LCMS-0002
PUMP-NexeraPump-0002	Shimadzu Scientific Instruments Inc	LC-20AP	L20545770617	Building 430	NexeraPump	Chromatography	PLTF-LCMS-0002
PUMP-ThermoPump-0001	Thermo Fisher Scientific	ThermoPump	7250423	Building 430	ThermoPump	Chromatography	PLTF-LCMS-0003
PUMP-ThermoPump-0002	Thermo Fisher Scientific	ThermoPump	8154059	Building 430	ThermoPump	Chromatography	PLTF-LCMS-0003
TSCO-AcquityColumnOven-0004	Waters	AcquityColumnCompartment	G16VCH264G	Building 430	AcquityColumnOven	Chromatography	PLTF-ARC-0001
TSCO-ThermoColumnCompartment-0001	Thermo Fisher Scientific	ThermoColumnCompartment	6021676	Building 430	ThermoColumnCompartment	Chromatography	PLTF-LCMS-0003
ThermoScientific Dionex UltiMate 3000 HPLC				Building 430			
- Solvent Rack			7250423	Building 430			
- Pump			8154059	Building 430			
- Autosampler			8152906	Building 430			
- Column Compartment			6021676	Building 430			
- Diode Array Detector			8154261	Building 430			
- Mass Spectrometer			ISQEC1808001	Building 430			
- Automated Fraction Collector			061805AFC3000	Building 430			
- PEAK Genius NM32LA-100V Nitrogen Generator			771045070	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
- Computer Station (Tower + Monitor)				Building 430			
Sorvall Legend XFR Centrifuge		Floor	42209197	Building 430			
Sorvall Legend XFR Centrifuge		Floor	42209198	Building 430			
Savant SpeedVac SPD2030 Integrated Vacuum Concentrator		SPD2030-220 Integrated SpeedVac	1154579201180920	Building 430			
Savant SpeedVac SPD2030 Integrated Vacuum Concentrator		SPD2030-220 Integrated SpeedVac	1154752501200328	Building 430			
Savant SpeedVac SPD300DDA Vacuum Concentrator		SPD300DDA-115 SpeedVac DDA Concentrator	1154633001190313	Building 430			
- Savant RVT5105 Refrigerated Vapor Trap			190170672 E				
- VLP120 Vacuum Pump		VLP120	190633731				
Labconco Bench Top Freeze Dryer		FreeZone 2.5L -50C	200797321 B	Building 430			
- Chemistry Hybrid Pump		RC6	102977009				
Clare Chemical Research DarkReader transilluminator		DR-89X	14725	Building 430			
Thermo Scientific™ 1300 Series Class II, Type A2 Biological Safety Cabinet Packages, 120V 50/60Hz		1377	3E+08	Building 430			
Thermo Scientific 1300 Series Class II, Type A2 Biological Safety Cabinet		1375	300154959	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Packages, 120V 50/ 60Hz							
Labconco Purifier Vertical Clean Bench			160931233 D	Building 430			
Thermo Scientific Sorvall ST16 Centrifuge		Benchtop	42389447	Building 430			
Thermo Scientific Heracell Vios 160i CO2 Incubator			42382320	Building 430			
Invitrogen EVOS M5000 Imaging System			B2820-225A-0124	Building 430			
INFORS HT Multitron		MS032T6	C7960816BT2 - T,M,B	Building 430			
INFORS HT Multitron		MS032T6	C7950816BT2 - T,M,B	Building 430			
INFORS HT Multitron		MS032T6	D4221217BT2 - t,m,b	Building 430			
INFORS HT Multitron		MS032T6	E0850619BT2 - t,m,b	Building 430			
HERAtherm Refrigerated Incubator		IMP180	42143087	Building 430			
HERAtherm Refrigerated Incubator		IMP180	42137075	Building 430			
Buchi Rotavapor				Building 430			
- R-205 Stand/Tower		R-205	4132060110008	Building 430			
- V-500 Vacuum Pump		R-205	411343010022	Building 430			
- B-490 Heating Bath		R-205	415432040039	Building 430			
- V-800 Vacuum Controller		R-205	409004200002	Building 430			
Buchi Rotavapor (3)				Building 430			
- R-300 EL Stand/Tower		R-300	1000277170	Building 430			
- B-305 Heating Bath		R-300	1000276199	Building 430			
- V-300 Vacuum Pump		R-300	1000277173	Building 430			
Thermo Scientific Forma 88000 Series		88600A	0160088901160920	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Ultra-Low Freezer (-80C)							
Thermo Scientific TSX Series Ultra-Low Freezer (-80C)		TSX60086A	1154888301200511	Building 430			
ThermoScientific (-20C, Flammable, undercounter model)		05FFEETSA	1162964901170929	Building 430			
ThermoScientific (-20C, undercounter model)		05LFEETSA	0158846001160916	Building 430			
Thermo Scientific Value Lab Refrigerator (+4C, undercounter model)		GT05LREETSA	300398933	Building 430			
ThermoScientific REVCO Chromatography Refrigerator (+4C, Deli)		REC4504A	0155710501160913	Building 430			
Bio-Rad C1000 Touch Thermal Cycler + Dual 48/48 Fast Reaction Module			CT033849	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT030369	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT030371	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT027975	Building 430			
Bio-Rad C1000 Touch Thermal Cycler		C1000 Touch Thermal Cycler	CT022637	Building 430			
Bio-Rad CFX384 Real-Time System		CFX384 Optics Module	786BR04749	Building 430			
Bio-Rad CFX384 Real-Time System		CFX384 Optics Module	786BR04320	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Mettler Toledo Analytical Balance		ML104T	B634915234	Building 430			
LAXCO Microscope		LMI3-PH2	L3118-452-0129	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge			42211102	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge			41999074	Building 430			
Bio-Rad MicroPulser		MicroPulser	411BR10747	Building 430			
FisherScientific accuSpin Micro 17 Centrifuge			42057685	Building 430			
SEDEX 75			9970150B	Building 430			
Yellow Flammable Cabinet		BS 28	Capacity 28 Gallons	Building 430			
Ivitrogen iBlot 2 Gel Transfer Device		IB21001	0309191199	Building 430			
BioTek Synergy HTX Multi-Mode Microplate Reader		S1LFTA	1901244	Building 430			
Mettler Toledo Analytical Balance		ML104T/00	B750126256	Building 430			
Mettler Toledo Analytical Balance NewClassic MS		NewClassic MF MS105	B902067192	Building 430			
Mettler Toledo MS		MS8001TS/00	B749096575	Building 430			
Mettler Toledo MS		MS8001TS/00	B619457269	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	41847337	Building 430			
FisherScientific accuSpin Micro 17		75002461	42057688	Building 430			
ThermoScientific Maxi Mix III		M65825	C1046170605333	Building 430			
Frisherbrand Isotemp (-20C, Flammable)		20FFEEFSA	116364390119121 6	Building 430			
ThermoScientific (-20C, Flammable, undercounter model)		05FFEETSA	114508910120051 5	Building 430			
ThermoScientific NanoDrop One'c		NanoDrop One/One C	AZY1601693	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
Eppendorf MixMate			5353KJ322279	Building 430			
Biospec Products MiniBeadBeater-16		607	BSP87063	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	42211101	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	41999073	Building 430			
FisherScientific accuSpin Micro 17		75002461	42290052	Building 430			
Bodine Electric Company Gearmotor		42A5BEPM - FX3	5046UHBL 0022	Building 430			
Bransonic Ultrasonic Bath		CPX1800H	BGC062055780B	Building 430			
Fisherbrand Isotemp Shaking Water Bath		FSGPD10	3E+08	Building 430			
Buchi Rotavapor (2)				Building 430			
- R-205 EL Stand/Tower		R-205 EL	411713115020	Building 430			
- V-800 Vacuum Controller		R-205 EL	0500009733	Building 430			
- V-500 Vacuum Pump		R-205 EL	0400018869	Building 430			
- B-490 Heating Bath		R-205 EL	0400026668	Building 430			
Kenmore Refrigerator (+4C/-20C)		253.6041261E	BA84930685	Building 430			
Fisherbrand Isotemp (+4C, undercounter model)		05LFEEFSA	1163086201190805	Building 430			
ThermoScientific (+4C, undercounter model)		05LREETSA	1150532601190219	Building 430			
Kenmore Freezer (-20C)		253.21042410	WB63150770	Building 430			
Kenmore Freezer (-20C)		253.21042411	WB64738958	Building 430			
Frisherbrand Isotemp (-20C, Flammable)		20FFEEFSA	1163643901191216	Building 430			
Kenmore Refrigerator (+4C)		253.70722410	WA80101177	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
ThermoScientific (-20C, undercounter model)		05LFEETSA	0158859401160920	Building 430			
Frisherbrand Isotemp (-20C, undercounter model)		05LFEEFSA	1163086301190805	Building 430			
ThermoScientific (-20C, Flammable, undercounter model)		05FFEETSA	1145089101200515	Building 430			
Kenmore Freezer (-20C)		253.21042413	WB80650883	Building 430			
Fisherbrand Isotemp Drybath		FS Drybath Stdrd 2block 100 - 120V	J9BF60022313	Building 430			
Fisherbrand Isotemp Drybath		FS Drybath Stdrd 2block 100 - 120V	J9BF60022293	Building 430			
FisherScientific Isotemp GPD 02 Water Bath		FSGPD02	300101696	Building 430			
ThermoScientific NanoDrop One'c		NanoDrop One/One C	AZY1601693	Building 430			
Eppendorf MixMate			5353KJ322279	Building 430			
Chemglass AREX 6 DIGITAL PRO Magnetic Stirrer		Heating Magnetic Stirrer CG-1997-V	491138	Building 430			
Corning LSE Orbital Shaker			21040182	Building 430			
Fisherbrand Multi-Purpose Tube Rotator		88861049	JCCF61049091	Building 430			
Fisherbrand Multi-Purpose Tube Rotator		88861049	JCCF61049117	Building 430			
ThermoScientific Tube Revolver		88881001	J9CT81001116	Building 430			
ThermoScientific Tube Revolver		88881001	K2CT81001162	Building 430			
ThermoScientific Tube Revolver		88881001	K2CT81001163	Building 430			
Fisherbrand CPX180 Ultrasonic Bath 1.9L			BXC041915720B	Building 430			
Fisherbrand Isotemp Stirrplate			C3720003051809338	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
ThermoScientific Magnetic Stirrer		RT Basic-22	J2KT11030	Building 430			
Blue Acid Cabinet				Building 430			
Isotemp GPD 20 Deluxe Water Bath		FSGPD20	300101151	Building 430			
Isotemp GPD 28 Deluxe Water Bath		FSGPD28	300170132	Building 430			
ThermoScientific Orion Star A111*f* pH Meter				Building 430			
FisherScientific Isotemp StirrPlate (Small)		sp88854200	C34200280616392 40	Building 430			
FisherScientific Isotemp StirrPlate (Large)		sp88850200	C30200120516303 30	Building 430			
FisherScientific Ultrasonic Bath 9.5L		15337427	BXP051644460B	Building 430			
BRADY Sign & Label Printer		BBP33		Building 430			
ThermoScientific Sorvall Legend Micro 17R Centrifuge		75002441	42003420	Building 430			
Invitrogen HulaMixer Sample Mixer		HulaMixer	01015617030215	Building 430			
axiSPIN		axi-105	01020219110948	Building 430			
ThomasScientific Mini Dry Bath		BSH200		Building 430			
ThomasScientific Mini Dry Bath		BSH200		Building 430			
Biospec Products MiniBeadBeater-16		607	BSP87063	Building 430			
FisherScientific Isotemp StirrPlate (Large)		SP88850200	C30200120516303 50	Building 430			
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	42211101	Building 430			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Model Class	Device Type	Parent Asset: Asset Name
ThermoScientific Sorvall Legend Micro 17 Centrifuge		75002431	41999073	Building 430			
FisherScientific accuSpin Micro 17		75002461	42290052	Building 430			
ThermoScientific Drybath Stdrd 2blck 100-120V			G4BT70002047	Building 430			
Scientific Industries Mini-100 Orbital Genie		SI-M100 MINI-100	MRB10-1220	Building 430			
Ohaus Ranger 4000		R41ME3	8337240580	Building 430			
PippinPulse Electrophoresis Power Supply			PP00339	Building 430			
- Laptop				Building 430			
PippinPulse Electrophoresis Power Supply			PP00302	Building 430			
- Laptop				Building 430			
PippinPulse Electrophoresis Power Supply			PP00329	Building 430			
- Laptop				Building 430			
Micronic Push Cap Capper		CP400	MIC-CP400-465	Building 430			
4? x Blenders				Building 430			
2 x Microwave				Building 430			
FisherScientific Isotemp GPD 02		FSGPD02	300101325	Building 430			
FisherScientific Isotemp GPD 02			300101695	Building 430			
Fisher Scientific Mini Plate Spinner			17191045	Building 430			
Labnet Rocker 35			18020342	Building 430			
Nikon SMZ745T Microscope			1906027	Building 430			
Talboys Standard Orbital Shaker		1000	2.01E+08	Building 430			

Boston

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
3D Printer	R QIDI Technology	X-CF Pro	YB120034	100 Acorn Park Drive	Acorn Park-680		
Automatic Coater (1)	MTI Corporation		CF35-21-10	100 Acorn Park Drive	Acorn Park-664		
Automatic Coater (2)	MTI Corporation		5/15-21-FC-16	100 Acorn Park Drive	Acorn Park-664		
Balances (1)	Mettler Toledo	Ms304TS/00	11008	100 Acorn Park Drive	Acorn Park-664		
Balances (2)	Mettler Toledo	XSR225DU	0321FN0621 & 0821FN0674	100 Acorn Park Drive	Acorn Park-664		
Balances (4)	Mettler Toledo	ML1602T/00		100 Acorn Park Drive			
Balances (3)	RadWag	PS 1000.R1	SM7977002600260	100 Acorn Park Drive	Acorn Park-664		
Carver Press	Carver	Model 4386 (CH) Bench Top	0M42035	100 Acorn Park Drive	Acorn Park-680		
Centrifuge	Thermo Fisher Scientific Inc.	Sorvall Legend XTR		100 Acorn Park Drive			
Digital Microscope	Keyence	VHX-S770	BN19636298	100 Acorn Park Drive	Acorn Park-680		
DMA	TA Instruments	DMA850	1352996	100 Acorn Park Drive	Acorn Park-664		
DSA	Kruss	DSA100	81302459	100 Acorn Park Drive	Acorn Park-680		
DSC	TA Instruments	DSC2500	NA	100 Acorn Park Drive	Acorn Park-664		
EDS	JEOL	SEM above	B622.0328	100 Acorn Park Drive	Acorn Park-680		
FT-IR	Thermo Fisher Scientific Inc.	Nicolet iS50 FT-IR	MY21099232	100 Acorn Park Drive	Acorn Park-664		
Heratherm Ovens (1)	Heratherm	NA	30011959	100 Acorn Park Drive	Acorn Park-664		
Heratherm Ovens (2)	Heratherm	NA	15HT#0408	100 Acorn Park Drive	Acorn Park-664		
Instron	Instron	6800 Single Column Table Model	1060	100 Acorn Park Drive	Acorn Park-680		
Laminator	Akiles	ProLam R27	C111359854	100 Acorn Park Drive	Acorn Park-680		
Lyophilizer	Labconco	710402000		100 Acorn Park Drive			FreeZone 4.5 Liter -84C Benchtop Freeze Dryer
MOCON (1)	MOCON	Ox-TRAN	J3143446	100 Acorn Park Drive	Acorn Park-680		
MOCON (2)	MOCON	Ox-TRAN	20050258	100 Acorn Park Drive	Acorn Park-680		
Moisture Balance	Mettler Toledo	HC103	C110316234	100 Acorn Park Drive	Acorn Park-664		
Particle Sizer	Beckman Coulter	LS 13 320	76428	100 Acorn Park Drive	Acorn Park-680		
Pendulum Hardness	BYK	byko-swing	12#0707	100 Acorn Park Drive	Acorn Park-663		
pH Meter	Mettler Toledo	SevenExcellence	CRS00004083	100 Acorn Park Drive	Acorn Park-664		
PLRE-EnVision-0001	PerkinElmer	EnVision 2105		100 Acorn Park Drive		EnVision	Plate Reader

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
Probe Sonicator	Branson	550	CF044628	100 Acorn Park Drive	Acorn Park-680		
Rheometer	TA Instruments	HR20	20060013	100 Acorn Park Drive	Acorn Park-664		
Rheometer Furnace	TA Instruments	Rheometer above	41987586	100 Acorn Park Drive	Acorn Park-664		
Rotovap	Buchi	R-300	A14-12-197	100 Acorn Park Drive	Acorn Park-664		
SEM	JEOL	JSM-IT700HR	C111331821	100 Acorn Park Drive	Acorn Park-680		
SpeedMixer	Flacktek	DAC 1200-500 VAC	GT1624N0418	100 Acorn Park Drive	Acorn Park-664		
SPEX Mills (1)	SPEX	5120 Mixer/Mill	1050364	100 Acorn Park Drive	Acorn Park-664		
Sputter Coater	Denton	Desk V	220530757F	100 Acorn Park Drive	Acorn Park-680		
TGA	TA Instruments	Discovery TGA5500	AUP2110123	100 Acorn Park Drive	Acorn Park-664		
UV-Vis	Agilent	Cary 60	5B120112	100 Acorn Park Drive	Acorn Park-680		
Vacuum Oven	ThermoFisher	LIndberg Blue M	1.60067E+14	100 Acorn Park Drive	Acorn Park-664		
Fume-Kewaunee-0002	Kewaunee Scientific Corp	Fume Hood	680-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Kewaunee-0003	Kewaunee Scientific Corp	Fume Hood	659-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Kewaunee-0004	Kewaunee Scientific Corp	Fume Hood	653-03	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Moot-0001	Kewaunee Scientific Corp	Fume Hood	35987-02	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-Moot-0002	Kewaunee Scientific Corp	Fume Hood	35987-01	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0010	Hamilton Laboratory Solutions	SafeAire	664-2	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0011	Hamilton Laboratory Solutions	SafeAire	664-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0016	Hamilton Laboratory Solutions	SafeAire	653-1	100 Acorn Park Drive	100 Acorn Park Drive		
Fume-SafeAire-0017	Hamilton Laboratory Solutions	SafeAire	653-2	100 Acorn Park Drive	100 Acorn Park Drive		
REFR-ColdRoom-00010		Cold Room	DEBAC06451	100 Acorn Park Drive	100 Acorn Park Drive		
REFR-ColdRoom-0009		Cold Room	DSC2-01686	100 Acorn Park Drive	100 Acorn Park Drive		
Autocalve	Yamato Scientific co., ltd.	SQ810C		100 Acorn Park Drive			
Autocalve (2)	Tuttnauer	3870M-B/L		100 Acorn Park Drive			

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
BSCX-SG-0010	Baker Brothers	SterilGard	1.96051E+11	100 Acorn Park Drive	100 Acorn Park Drive		
Cast Film Line	Xplore	Cast Film Line	2110780007	100 Acorn Park Drive	Acorn Park-664		
CENT-58-0005	Eppendorf North America Inc	5810R	5811AG562783	100 Acorn Park Drive	100 Acorn Park Drive		
CHLL-MicroCool-0011	Lauda Brinkmann	MC 1200	S180002522	100 Acorn Park Drive	100 Acorn Park Drive	MicroCool	
Compounder	Xplore	MicroCompounder	USW189153012	100 Acorn Park Drive	Acorn Park-664		
COPK-RapidPick-0001	Hudson Robotics	CP7200	AZY1501063	100 Acorn Park Drive		RapidPick	
Digital Microscope (2)	Keyence	VHX-S770E		100 Acorn Park Drive	Acorn Park-680		
Fiber Line	Xplore	Fiber Line	11009	100 Acorn Park Drive	Acorn Park-664		
FLUR-Qubit-0002	Thermo Fisher Scientific Inc.	Qubit 2.0	2286610785	100 Acorn Park Drive	100 Sixth Floor	Qubit	
FRAG-LabChipGX-0001	PerkinElmer	LabChip GX Touch HT	3SGF052019	100 Acorn Park Drive		LabChipGX	Fragment Analyzer
ICEX-Scotsman-0001	Scotsman Ice Systems	AFE424A1A	1.71013E+13	100 Acorn Park Drive	100 Acorn Park Drive		
INCS-MaxQ-0004	Thermo Fisher Scientific Inc.	SHKA4000-7	0104-8871	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-GCA-0001	GCA Corp	4EG	10AL4	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-Thelco-0001	Thelco Corp	3512	136120-86	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-Thelco-0002	Thelco Corp	5DG	9408-406	100 Acorn Park Drive	100 Acorn Park Drive		
INCX-VWR-0066	VWR Internaitonal	1545		100 Acorn Park Drive	100 Acorn Park Drive		
INCX-VWR-0067	VWR Internaitonal	414005-134	1100023161C009	100 Acorn Park Drive	100 Acorn Park Drive		
Injection Molder	Xplore	Injection Molder	68SC5B23641	100 Acorn Park Drive	Acorn Park-664		
Inverted Microscope	Carl Zeiss	Axio Observer 3		100 Acorn Park Drive			
LFHX-LF-0002	Liberty Industries Inc.	LFU	13376	100 Acorn Park Drive	100 Acorn Park Drive		
Light Microscope	Olympus	BX53M	Rheometer above	100 Acorn Park Drive	Acorn Park-680		
LIQH-OT2-0001		OT-2 Robot	742210	100 Acorn Park Drive	100 Sixth Floor	OT2	Liquid Handler
MICS-Eclipse-0002	Nikon Instruments Inc.	Eclipse Ti2	1007751	100 Acorn Park Drive	100 Acorn Park Drive		

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
MICS-SMZ-0001	Nikon Instruments Inc.	SMZ800N	840BR010467	100 Acorn Park Drive	100 Acorn Park Drive		
MPLC-NGC-0001	Bio-Rad Laboratories	Qeust 10	1126484901190718	100 Acorn Park Drive	100 Sixth Floor	NGC	Medium Pressure Liquid Chromatography
N2 Generator	Peak Scientific	NM32LA		100 Acorn Park Drive			
NMR	JEOL	400Hz NMR	MP1517000080008	100 Acorn Park Drive	Acorn Park-663		
NMRS-Bruker-0001	Bruker Optics	BZH208-50-67E	3860001050	100 Acorn Park Drive		Bruker	Nuclear magnetic resonance spectroscopy
Oven	Memmert GmbH + Co. KG	UF260		100 Acorn Park Drive			
OVEN-Lindberg-0004	ThermoFisher Scientific Inc.	VO1218A-1	G4-005754	100 Acorn Park Drive	100 Acorn Park Drive		
OVEN-QUINCY-0001	Quincy Labs	40GC-0001	1000297	100 Acorn Park Drive	100 Acorn Park Drive		
OVEN-SHEL-0001	Sheldon Manufacturing, Inc.	1370FX	262701134	100 Acorn Park Drive	100 Acorn Park Drive		
OxySense	Oxysense	520i	210049	100 Acorn Park Drive	Acorn Park-664		
PLRE-FiltermaxF5-0001	Molecular Devices LLC	Filtermax F5	3.53201E+11	100 Acorn Park Drive	100 Sixth Floor	FiltermaxF5	Plate Reader
PROA-Jess-0001	ProteinSimple	Jess		100 Acorn Park Drive		Jess	Protein Analyzer
PUMP-MP8-0001	Eppendorf North America Inc	MP8	3005095	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
PUMP-MP8-0002	Eppendorf North America Inc	MP8	3005334	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
PUMP-MP8-0003	Eppendorf North America Inc	MP8	3005264	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
PUMP-MP8-0004	Eppendorf North America Inc	MP8	1.62161E+14	100 Acorn Park Drive	100 Sixth Floor	MP8	Pump Module
Spectrophotometer	Thermo Fisher Scientific Inc.	NanoDrop One		100 Acorn Park Drive			
Spectrophotometer (2)	Thermo Fisher Scientific Inc.	767467		100 Acorn Park Drive			GENESYS 20
SPEX Mills (2)	SPEX	5120 Mixer/Mill	JS-3224	100 Acorn Park Drive	Acorn Park-664		

Asset Name	Asset Manufacturer: Account Name	Model	Serial Number	Root Location: Location Name	Location Name	Model Class	Device Type
TSCO-InfinityColumnOven-0034	Agilent Technologies Inc.	G1316C	0850-00577	100 Acorn Park Drive	100 Sixth Floor	InfinityColumnOven	Chromatography
Ultra Low Freezer	Thermo Fisher Scientific Inc.	88600A		100 Acorn Park Drive			
VACP-GAST-0001	Robinair	DOA-P701-AA	5343-0245	100 Acorn Park Drive	100 Acorn Park Drive		
VACP-Robinair-0001	Robinair		NM1648003860386	100 Acorn Park Drive	100 Acorn Park Drive		
Water Purification System	Elga	PC20DIBPM2		100 Acorn Park Drive			

Excluded Assets

1. All actions, causes of actions or claims of the Sellers arising under any legal theory against Purchaser or any of Purchaser's Affiliates.

2. All cash and cash equivalents, including restricted cash.

3. All payments owed by the Purchaser or any of its Affiliates to the Sellers, whether billed or unbilled at the time of the Closing, under the Employee Leasing Agreement, Use and Occupancy Agreement for the Stanford Lease, Intercompany IP license agreement and any other agreement or arrangements between the Sellers and the Purchaser or its Affiliates.

4. EquipNet receivable associated with Phase 1 and Phase 2 Excluded Assets.

5. EquipNet Phase 3 excess equipment as mutually agreed upon among the Parties acting reasonably and all proceeds if not collected at time of Closing.

6. Any and all rights, whether billed or unbilled, for reimbursement or contribution under existing insurance policies of the Sellers, provided that any such rights for reimbursement or contribution that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset.

7. Any rights accruing under this Agreement and the Ancillary Agreements.

8. All books and records that (i) constitute privileged communications between the Sellers and Sellers' counsel or other professional advisors and (ii) relate solely and exclusively to Excluded Assets, other than pursuant to any common interest agreement to be entered into by the Parties.

9. All Contracts other than Assigned Contracts, if any.

10. Deposits held by the Sellers in connection with any Contracts that are not Assigned Contracts.

11. All Seller Plans.

12. Amounts invoiced that are outstanding as receivables as of the date hereof owed to Sellers under any agreements and arrangements of the Sellers (including the agreement by and between Lodo Therapeutics Corporation on the one hand and Genentech, Inc. and F. Hoffman-La Roche Ltd. on the other, dated as of April 20, 2018).

13. Approximately $800,000 due under the contract between Zymergen Inc. and Archer-Daniels-Midland Company for the bonus that was recognized as revenue in

December 2020.

14. The insurance policies described on Schedule 1.2(a)(i); provided that any rights of Purchaser or its Affiliates to coverage under a policy listed on Schedule 1.2(a)(i) that relate to claims on the Acquired Assets arising after the Closing Date shall not constitute an Excluded Asset.

Schedule 1.2(a)(i)

[*See Attached*]

Zymergen's Coverage							
Coverage Type	Coverage Period	Carrier Name	Policy number	Coverage	Premium	Premium payable	Due date
Directors & Officers Liability Run Off Policy $55 Million Total Limits [$35M ABC + $20M Side A DIC]	10/19/2022 - 10/19/2028	Chubb	8261-8398	$5M	$1,530,000.00	$0.00	n/a
		Beazley	V33B29220101	$5M xs $5M	$1,300,500.00	$0.00	n/a
		XL Specialty Insurance Company	ELU174487-21	$5M xs $10M	$1,083,150.00	$0.00	n/a
		AIG	01-207-34-29	$5M xs $15M	$866,520.00	$0.00	n/a
		AXIS Insurance Company	P-001-001035598-01	$5M xs $20M	$693,216.00	$0.00	n/a
		Vantage Risk Specialty Insurance Company	P03ML0000017190	$5M xs $25M	$464,622.00	$0.00	n/a
		Gotham Insurance Compnay / Prosight	EX202200002247(ER)	$5M xs $30M	$283,500.00	$0.00	n/a
		Hudson Insurance Company	HN-0303-7381	$5M xs $35M	$312,000.00	$0.00	n/a
		Old Republic Insurance Company	ORPRO 12 102814	$5M xs $40M	$202,500.00	$0.00	n/a
		Berkley Insurance Company	BPRO8078496	$5M xs $45M	$135,000.00	$0.00	n/a
		Markel American Insurance Company	MKLM6EL0008988	$5M xs $50M	$94,500.00	$0.00	n/a
				Taxes & fees	$24,313.97	$0.00	n/a
Employment Practices Liability Run-ff policy $3M Total Limits	10/19/2022 -10/19/2025	Nationwide	PHF2108934	$3M	$149,969.00	$0.00	n/a
Fiduciary Liability Run off policy $1M Total Limits	10/19/2022 - 10/19/2028	Axis Insurance Company	P-001-000679730-01	$1M	$9,404.00	$0.00	n/a
Zymergen's Coverage							
E&O $3M Primary Limit	9/22/2022-9/22/2023	Lloyds Underwriters	B0146 HCUSA2200277	Errors & Omissions R&D E&O - Primary	$105,775 ($109,212.69 including taxes)	$0.00	n/a
E&O Clinical trials coverage	9/22/2022-9/22/2025	Lloyds Underwriters	BSJ0532660596	E&O Clinical Trials ($3M limit)	$136,000 (including admin fee)	$0.00	n/a
Cyber Run-off $2M Total Limits	11/22/2022-11/22/2024	Coalition / Arch Specialty Insurance Company	C-4LQ2-218564-CYBER-2021	Cyber Security Run-off policy	$17,113.68	$0.00	n/a
Pollution	3/12/2021-3/12/2024	Chubb Group	G72514233 001	Premises pollution $4M aggregate	$44,431.00	$0.00	n/a
Zymergen Sureity							
ERISA Bond	10/13/2022-10/13/2023	The Hartford	57BDDGV6986	Commercial crime	$201.00 (2022-2023)	$500 estimate	45212

EXHIBIT C

Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **ZYMERGEN INC.**, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11661 (___) (Jointly Administered)

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (II) APPROVING THEASSET PURCHASE AGREEMENT AND (III) AUTHORIZING THE DEBTORS TOASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion, dated [October] [●], 2023 [Docket No. [●]] (the "**Motion**"), of the above-captioned Debtors and Debtors in possession (the "**Debtors**") for the entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 1005, 2002, 6004, 6006, 9007, 9014 and 9019 and Local Rules 2002-1, 6004-1 (i) approving the Asset Purchase Agreement by and between the Debtors and [Ginkgo Bioworks Holdings, Inc.] (together with its permitted designees, successors and permitted assigns in accordance with the APA, the "**Purchaser**"), dated [●], 2023 (substantially in the form attached hereto as **Exhibit A**, the "**APA**"),[2] whereby the Debtors have agreed to sell (the "**Sale**"), and Purchaser has agreed to acquire, [substantially all of the Debtors' assets] (collectively, and as specifically set forth and defined in the APA, the "**Acquired Assets**") other than the Excluded Assets, and the Debtors have agreed to transfer and Purchaser has agreed to assume certain of the Debtors' liabilities (collectively, and specifically set forth and defined in the APA, the "**Assumed Liabilities**")

[1] The Debtors in these chapter 11 cases, along with the Debtors' federal tax identification numbers, are Zymergen Inc. (2439), Lodo Therapeutics Corporation (8730), enEvolv, Inc. (2402), and Genesis Acquisition Sub, LLC (3640). The corporate headquarters and the mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA.

(collectively, and including the Sale and all other actions taken or required to be taken in connection with the implementation and consummation of the APA, the "**Transactions**"); (ii) authorizing and approving the Sale of the Acquired Assets, free and clear, to the maximum extent permitted under section 363(f) of the Bankruptcy Code, of any and all Encumbrances (other than Permitted Post-Closing Encumbrances), including any Encumbrances arising out of bulk transfer law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, avoidance actions, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of this chapter 11 case (the "**Case**"), and whether imposed by agreement, understanding, law, equity or otherwise (each of the foregoing collectively or individually, and including to the extent not already specified above, Successor or Transferee Liability (as defined in Paragraph 22 below), but excluding the Assumed Liabilities the "**Adverse Interests**"), with all such Adverse Interests to attach to the net proceeds of the Sale, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject with respect to such net proceeds to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto; (iii) authorizing the assumption and assignment to Purchaser of certain executory contracts and unexpired leases of the Debtors in accordance with the APA, the Bidding Procedures Order (as defined herein) and this Order; (iv) establishing assumption and rejection procedures for certain executory contracts and unexpired leases and (v) granting other relief; and the Court having entered an order approving the bidding procedures (the "**Bidding Procedures**") and granting certain related relief on [●], 2023 Docket No. [●] (the "**Bidding**

Procedures Order")[; and an auction (the "**Auction**") having been held on [●], 2023 in accordance with the Bidding Procedures Order]; and Purchaser having been deemed the Successful Bidder (as defined in the Bidding Procedures Order) by the Debtors, in consultation with counsel to the official committee of unsecured creditors appointed in the Case (the "**Committee**"), pursuant to the Bidding Procedures Order; and the Court having conducted a hearing on the Motion on [●], 2023 (the "**Sale Hearing**") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence filed in support thereof, the APA, the Bidding Procedures Order, the record of the hearing before the Court on [●], 2023; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and it appearing that due notice of the Motion, the terms and provisions of this Order, the APA, the Bidding Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. § 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rules 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Transactions, APA, Sale Hearing, Auction and the Cure Amounts

C. Actual written notice of the Sale Hearing, the terms and provisions of this Order, the Auction, the Motion and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities including to the following parties: (i) the office of the United States Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel to Purchaser), (iv) all known creditors, (v) any party that has asserted or that the Debtors believe may assert a lien in the Debtors' assets; (vi) all parties who have filed a notice of appearance and request for service of papers in the Case pursuant to Bankruptcy Rule 2002; (vii) each of the Debtors' current landlords and each counterparty to the Debtors' Contracts (as defined in the APA); and (vii) the United States Internal Revenue Service (collectively, the "**Notice Parties**").

D. [The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the relief requested in the Motion relating to the Sale in [●] on [●], 2023.]

E. Proper, timely, adequate and sufficient notice of the Motion, the terms and provisions of this Order and the Sale Hearing has been provided in accordance with section 102(1), 105(a), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 6004, and in compliance with the Local Rules and the Bidding Procedures Order, including to the Notice

Parties. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale Hearing, the APA, the Transactions or this Order is required. The disclosures made by the Debtors concerning the APA, the Auction, the Transactions, this Order and the Sale Hearing were good, complete and adequate.

F. The Debtors have served cure notices (the "**Cure Notices**") upon all executory contract and lease counterparties notifying such parties: (i) that the Debtors may seek to assume and assign certain contracts and leases on the Closing Date of the Sale or thereafter until the Designation Deadline as provided in the APA and (ii) of the proposed Cure Amounts. The service of such notices was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for such contracts and leases. Each of the contract and lease counterparties has had an opportunity to object to the Cure Amounts set forth in the Cure Notices.

Highest and Best Offer

G. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors conducted a marketing process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. [The Auction contemplated by the Bidding Procedures was held on [●], 2023. At the conclusion of the Auction, Purchaser was selected as the Successful Bidder by the Debtors, in consultation with counsel to the Committee.] The process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase all of the Acquired Assets and assume all of the Assumed Liabilities.

H. The Acquired Assets were adequately marketed by the Debtors, the consideration provided by Purchaser under the APA constitutes or provides the highest or otherwise best offer and provides fair and reasonable consideration to the Debtors for the sale of all Acquired Assets, the assumption of all Assumed Liabilities, and the performance of the other covenants set forth in the APA, and the Transactions will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Purchaser is the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' business judgment.

I. Approval of the Motion and the APA and the consummation of the Transactions contemplated thereby is in the best interests of the Debtors, their respective creditors, estates and other parties in interest and there is substantial risk of deterioration of the value of the Acquired Assets if the Sale is not consummated quickly. The Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Transactions and the performance of its obligations under the APA.

J. The consummation of the Transactions outside a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to Purchaser's consummation of the Transactions.

Good Faith of Purchaser

L. The APA and the Transactions contemplated thereunder were proposed, negotiated and entered into by and between the Debtors, on the one hand, and Purchaser, on the other hand, without collusion or fraud of any kind, in good faith and at arm's length.

M. In accordance with section 365 of the Bankruptcy Code, including sections 365(b)(1) and 365(f)(2) of Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the APA.

N. The APA was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person, and the consideration to be paid was not controlled by any agreement among bidders.

No Fraudulent Transfer

O. The consideration provided by Purchaser pursuant to the APA for the Transactions, including its purchase of all Acquired Assets and the assumption of all Assumed Liabilities and the performance of the covenants contained in the APA, constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and under the laws of the United States, any state, territory, possession or the District of Columbia.

P. There has been no showing that any of the Debtors or Purchaser (i) has entered into the APA or proposes to consummate the Transactions for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors or (ii) is entering into the APA or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Q. By virtue of the consummation of the Transactions contemplated by the APA, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest

in each Debtor, (i) the Purchaser and its affiliates, present officers, directors, partners, shareholders and their respective heirs, successors and assigns (each such entity individually and taken together, the "**Purchaser Group**") is not a continuation of the Debtors or their estates, there is no continuity between Purchaser and the Debtors, there is not substantial continuity between Purchaser and the Debtors, there is no common identity between the Debtors and Purchaser, there is no continuity of enterprise between the Debtors and Purchaser, Purchaser is not a mere continuation of the Debtors or their estates, and Purchaser does not constitute a successor to the Debtors or their estates, (ii) Purchaser is not holding itself out to the public as a continuation of the Debtors or their estates and (iii) the Transactions do not amount to a consolidation, merger or *de facto* merger of Purchaser and the Debtors and/or the Debtors' estate.

Validity of Transfer

R. The Debtors have authorized the execution and delivery of the APA, the sale of all Acquired Assets to Purchaser, the assumption of all Assumed Liabilities by Purchaser and each of the other Transactions. The Debtors (i) have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Transactions and (iii) have taken all action necessary to authorize and approve the APA and to consummate the Transactions, and no further consents or approvals are required for the Debtors to consummate the Transactions contemplated by the APA, except as otherwise set forth therein.

S. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Liabilities of the Debtors or any other Adverse Interests against the Debtors or their property, including the liabilities of the Debtors specifically excluded under the APA (the "**Excluded Liabilities**"), and Purchaser and its successors and assigns are released from any and all claims, causes of action, obligations, liabilities, demands, damages, losses, costs and expenses

of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the Acquired Assets, except for liabilities and obligations arising expressly under, or expressly assumed by Purchaser under, the APA.

T. The consummation of the Sale and the other Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(b)(1) and 365(f)(2) of the Bankruptcy Code, and with respect to Assigned Contracts (as defined herein), all of the applicable requirements of such sections have been or will be complied with in respect of the Transactions as of the effective date of assignment.

U. The Acquired Assets constitute property of the Debtors' estates and title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date or such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests.

Section 363 Is Satisfied

V. Entry into the APA and consummation of the Transactions contemplated thereby constitute the exercise of the Debtors' sound business judgment consistent with its fiduciary duties and such acts are in the best interests of the Debtors, their creditors, their estates and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business reasons and justifications and (ii) compelling circumstances for the sale of the Acquired Assets to Purchaser pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the Transactions are not

consummated quickly; (ii) the APA constitutes the highest and best offer for the Acquired Assets; (iii) the APA and the consummation of the Transactions contemplated thereby present the best opportunity to realize the value of the Acquired Assets and avoid decline and devaluation of the Acquired Assets; and (iv) unless the sale of the Acquired Assets is consummated expeditiously as provided for in the Motion and pursuant to the APA, creditors' recoveries may be diminished.

W. The Debtors may sell and assign the Acquired Assets free and clear, to the maximum extent permitted by law, of all Adverse Interests, and the Transactions will not subject Purchaser or any of Purchaser's assets to any liability for any Adverse Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), because, with respect to each creditor asserting an Adverse Interest, one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests who did not object or who withdrew their objections to the Sale or the Transactions are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Adverse Interests are adequately protected — thus satisfying section 363(e) of the Bankruptcy Code — by having their Adverse Interests, if any, attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such Adverse Interest holder had before the Sale, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

X. Purchaser would not have entered into the APA and would not consummate the sale of all Acquired Assets, thus adversely affecting the Debtors, their estates, creditors,

employees and other parties in interest, if the sale of the Acquired Assets was not free and clear, of all Adverse Interests or if the Purchaser Group would be liable for any Adverse Interests.

Y. The sale of the Acquired Assets to Purchaser will be, as of the Closing Date and such later date as such Acquired Assets are transferred under the APA, a legal, valid and effective transfer of such assets, and each such transfer and assignment vests or will vest Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of all Adverse Interests. A sale of the Acquired Assets other than one free and clear of all Adverse Interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated by the APA is in the best interests of the Debtors, their estates, creditors and all other parties in interest.

Assumption and Assignment of the Assigned Contracts

Z. The assumption and assignment of the Assigned Contracts (as defined below) pursuant to the terms of the Bidding Procedures Order, this Order and the APA are integral to the APA, are in the best interests of the Debtors and their estates, creditors and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met or will meet all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors and/or Purchaser, as applicable under the APA, have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date of the Closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default existing prior to the date of the Closing under any of the Assigned

Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The assumption and assignment to Purchaser of each of the Assigned Contracts shall be free and clear of all Adverse Interests against Purchaser.

BB. Purchaser has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, Purchaser, notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

CC. No default exists in the Debtors' performance under the Assigned Contracts as of the date of the Closing other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

DD. Good and sufficient reasons for approval of the APA have been articulated by the Debtors. The Debtors have demonstrated compelling circumstances for the Sale outside (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a plan of reorganization or liquidation (as the case may be), by demonstrating that, among other things, the immediate consummation of the Sale is necessary and appropriate to preserve and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets and preserve the viability of the businesses to which the Acquired Assets relate, it is critical that the Transactions close within the time constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 4001, 6004, and 6006.

EE. The Transactions are in the best interests of the Debtors, their estates, creditors, interest holders and all other parties in interest in the Case.

No *Sub Rosa* Plan

FF. Entry into the Transactions neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan of reorganization for the Debtors. Nothing in the APA creates any third party beneficiary rights in any entity not a party to the APA. Entry into the APA does not constitute a *sub rosa* chapter 11 plan.

NOW THEREFORE, ITS IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved, subject to the terms and conditions set forth herein. The Sale and the other Transactions contemplated by the APA are approved.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion are deemed to consent to the relief sought therein, including all non-Debtor parties to the Debtors' Contracts.

3. Findings of fact and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

4. Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

Approval of the APA

5. The APA and all of the Transactions contemplated therein are approved. The failure specifically to include any particular provision of the APA in this Order shall not

diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, with such amendments thereto as may be made by the parties in accordance with this Order.

6. The Debtors are authorized to (i) take any and all actions necessary or appropriate to perform, consummate, implement and fully close the Transactions in accordance with the terms and conditions set forth in the APA and this Order, and (ii) to assume and assign any and all Assigned Contracts as and when provided in the APA.

7. All persons and entities are prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the Transactions, including the ability of the Debtors to transfer the Acquired Assets to Purchaser in accordance with the APA and this Order.

8. All amounts, if any, to be paid by the Debtors to Purchaser pursuant to the APA, including any allowed claims for breach thereof, shall (i) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) be protected as provided in the APA and the Bidding Procedures Order, (iii) not be altered, amended, discharged or affected by any plan proposed or confirmed in the Case without the prior written consent of Purchaser and (iv) be due and payable if and when any of the Debtors' obligations arise under the APA without further order of the Court.

9. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the APA, this Order and the Transactions.

10. [Nothing contained in any chapter 11 plan confirmed in this Case, the order confirming any such chapter 11 plan, or any other order entered in this Case, shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.] [NTD: May get pushback from the Court.]

11. Each and every federal, state and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions, including all agreements entered into in connection therewith, and this Order.

12. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of the Case.

13. Upon Closing, this Order shall be construed and shall constitute, for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets to the Purchaser under the APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser.

Sale and Transfer Free and Clear of Adverse Interests

14. Upon Closing (or thereafter as of the filing of an Assumption Notice with respect to any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures[3] described herein), all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Purchaser pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Adverse Interests, with all

[3] The "**Post-Closing Assumption and Assignment Procedures**" shall mean those procedures for assumption and assignment of Debtors' Contracts described in Paragraphs [28 to 36] of this Order.

such Adverse Interests to attach to the net proceeds of the Transactions, in the order of their priority, with the same validity, force and effect that they now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or any parties in interest may possess with respect thereto. Such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Acquired Assets shall surrender possession of the Acquired Assets to Purchaser or its respective designees.

15. This Order (i) shall be effective as a determination that, as of the Closing, no Adverse Interests other than Assumed Liabilities will be assertable against Purchaser or any of its respective assets (including the Acquired Assets), (ii) shall be effective as a determination that, as of the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein) (a) the Acquired Assets shall have been transferred to Purchaser free and clear of all Adverse Interests and (b) the conveyances described herein have been effected, and (iii) is and shall be binding upon entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities are authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transactions.

16. Other than the Assumed Liabilities, Purchaser shall have no obligations with respect to any Adverse Interests of the Debtor, including the Excluded Liabilities, and Purchaser and its affiliates, successors and assigns are released from any and all Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business of the Debtor prior to the Closing or the transfer of Acquired Assets to Purchaser, except for the Assumed Liabilities under the APA. The holders of claims related to the Assumed Liabilities shall have the right to seek payment directly from Purchaser on account of the Assumed Liabilities; *provided*, *however*, that Purchaser reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including, but not limited to, Purchaser's rights under the APA.

17. Other than in the ordinary course of business, the Debtors shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability, in each case without the prior written consent of Purchaser. Purchaser shall have standing in the Case to object to the validity, amount, or priority of any claim against the Debtors to the extent it would otherwise constitute an Assumed Liability, and the Court will retain the right to hear and determine such objections.

18. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Adverse Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets and the business prior to the Closing or the transfer of Acquired Assets to Purchaser (whether prior to the Closing or thereafter as of the

filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), are hereby forever barred, estopped and permanently enjoined from asserting such Adverse Interests against the Purchaser Group, its property, or the Acquired Assets to the fullest extent permitted by section 363 of the Bankruptcy Code. Following the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract, subject to the Post-Closing Assumption and Assignment Procedures described herein), no holder of any Adverse Interest shall interfere with Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Adverse Interest.

19. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Adverse Interests against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Transactions in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Adverse Interests that the person or entity has with respect to such Acquired Assets, then only with regard to the Acquired Assets that are purchased by Purchaser pursuant to the APA and this Order, (i) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets, and (ii) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Adverse Interests against the Purchaser Group and the applicable Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

20. The Purchaser (or its designee) shall be authorized, as of the Closing, to operate under any license, permit, registration, authorization or approval of any governmental authority (collectively, the "**Permits**") of the Debtors with respect to the Acquired Assets, [and all such Permits are deemed to have been transferred to the Purchaser as of the Closing][4]. To the extent the Purchaser (or its designee) cannot operate under any Permits in accordance with the previous sentence, such Permits shall be in effect while the Purchaser (or its designee), with reasonable assistance from the Debtors, works promptly and diligently to apply for and secure all necessary governmental approvals for new issuance of Permits to the Purchaser (or its designee), including any Permits that may be required for the Purchaser (or its designee) to engage in the Business (as defined in the APA) under applicable state and/or federal law. The Debtors shall maintain the Permits in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit; *provided*, *however*, the Debtors shall be under no obligation to maintain any such Permits beyond the Closing.

No Successor or Transferee Liability

21. Notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions, the transfer, operation or use of the Acquired Assets or the employment of any employees transferred with the Acquired Assets (the "**Transferred Employees**") to (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for Purchaser, with respect to any obligations arising after the Closing as an assignee under Assigned Contracts); (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be an alter ego or a mere continuation or

[4] NTD: May get pushback from the Court.

substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. Except as expressly provided in the APA with respect to Assumed Liabilities, and notwithstanding that Purchaser currently owns, directly or indirectly, a controlling equity interest in each Debtor, the Purchaser Group shall have no liability whatsoever as a result of the consummation of the transaction contemplated hereby with respect to the Debtors' (or their predecessors or affiliates) respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described below, "**Successor or Transferee Liability**") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of labor law, employment law, ERISA and benefits law, antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets or the Business prior to the Closing or such later time as Purchaser is assigned and assumes any Assigned Contract. Further, except to the extent expressly included in the Assumed Liabilities, Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act or any foreign,

federal, state or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Acquired Assets or assumption of the Assumed Liabilities.

23. Except as expressly provided in the APA with respect to the Assumed Liabilities, nothing in this Order or the APA shall require the Purchaser Group to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the any Debtor is a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter, action, suit or proceeding, whether at law or in equity and whether in any judicial, administrative, arbitral or other forum (each, an "**Action**"), against the Purchaser Group, or its assets (including the Acquired Assets), or its successors and assigns, with respect to any (i) Adverse Interest or (ii) Successor or Transferee Liability including, without limitation, the following Actions with respect to clauses (i) and (ii): (a) commencing or continuing any Action pending or threatened; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any Adverse Interest; (d) asserting any setoff 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) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith of Purchaser

25. The Transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Transactions (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of the Sale are duly and properly stayed pending such appeal.

26. There has been no showing that the Debtors or Purchaser engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

27. The consideration provided by Purchaser for the Acquired Assets under the APA is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assigned and Assumed Debtors' Contracts

28. Before the Sale Hearing, in accordance with Section [1.4] of the APA, Purchaser provided to the Debtors and the Debtors filed with the Court, a list of the contracts that the Debtors will assume and assign to Purchaser the ("**Assigned Contract List**")] [Docket No. ●], the notice of which was good, sufficient and appropriate under the circumstances, and no further notice of the Assigned Contract List is required. Up to two (2) Business Days prior to the Sale Hearing (the "**Pre-Hearing Designation Deadline**"), Purchaser was permitted to add to or

remove from the Assigned Contract List any Contract. Following the Pre-Hearing Designation Deadline until the date that is two (2) Business days prior to the Closing Date, the Purchaser, was permitted to, (i) exclude or remove from the Assigned Contract List any Contract, or (ii) designate any additional Contract (with respect to which Contract the Debtors shall have complied with paragraph [14(a) through (d)] of the Bidding Procedures Order) as an Assigned Contract. On or before the Closing Date, Purchaser shall provide to the Debtors, and the Debtors shall file with the Court, the final Assigned Contract List, and the Debtors shall serve notice of such list by first class mail on all non-Debtor counterparties to Debtors' Contracts included on the final Assigned Contract List.

29. Pursuant to Section [1.4(d)] of the APA, from and after the Closing through the Designation Deadline, Purchaser may provide written notice to the Debtors (and the Debtors shall provide such notice to the affected landlords or counterparties within three (3) Business Days of receiving such notice from Purchaser, which notice the Debtors agree to provide) designating certain Debtors' Contracts for assumption by the Debtors and assignment to Purchaser (together with the Contracts included in the final Assigned Contract List filed with the Court, each, an "**Assigned Contract**").

30. All Contracts of the Debtors that are not Assigned Contracts shall not be assumed by the Debtors and assigned to the Purchaser, and shall be excluded from the Sale (each, an "**Excluded Contract**"). Pursuant to Section [1.4] of the APA, the Purchaser may, with respect to any Assigned Contract, at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-Debtor party to such Assigned Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code with respect to such Contract, and (ii) the conclusion of the cure objection hearing relating

to such Contract as to which a cure objection has been timely filed, exclude such Contract from the Sale by providing written notice to the Debtors, and any Contract so removed shall be an Excluded Contract, provided, that in the case of an unexpired lease of nonresidential real property, including any such lease that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline, the Purchaser shall determine whether to assume or reject such unexpired lease prior to the expiration of the deadline pursuant to section 365(d)(4) of the Bankruptcy Code.

31. Subject to the payment of the Cure Amounts, the Debtors are authorized at the Closing Date (or thereafter as of the filing of an Assumption Notice for any Assigned Contract) to assume and assign each of the Assigned Contracts in accordance with the APA and this Order to Purchaser free and clear, to the maximum extent permitted by law, of all Adverse Interests pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser. The payment of the applicable Cure Amounts by Purchaser shall (i) effect a cure of all defaults existing thereunder as of the Closing (or thereafter for any Assigned Contract that is assumed and assigned post-Closing, subject to the Post-Closing Assumption and Assignment Procedures described herein), (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default and (iii) together with the assumption of the Assigned Contracts by the Debtors and the assignment of such Assigned Contracts to Purchaser, constitute adequate assurance of future performance thereof. For purposes of this Order, "Cure Amounts" shall mean the applicable Cure Amounts set forth on Exhibit [E] hereto, such other Cure Amounts as agreed, in writing, by the Debtors, the Purchaser and the counterparty to the applicable Assigned Contract, or as may be determined by

this Court in accordance with Paragraph [●] of the Bidding Procedures Order. Subject to the Post-Closing Assumption and Assignment Procedures described herein, for any Assigned Contract that is assumed and assigned post-Closing, the counterparties to the Assigned Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any claim for cure under the applicable Assigned Contracts.

32. Any provisions in any Assigned Contract (including any Assigned Contract that becomes such post-Closing subject to the Post-Closing Assumption and Assignment Procedures described herein) that prohibit or condition the assignment of such Assigned Contract or allow the counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Assigned Contracts in accordance with the APA but will be effective and binding upon the Purchaser Group with respect to any purported assignment for the remaining term of any Assumed Contract. Subject to the payment of the Cure Amounts, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. Upon the Closing or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Debtors' Contracts, and such Assumed Debtors' Contracts shall remain in full force and effect for the benefit of Purchaser. All other requirements and conditions under sections 363

and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of the Assigned Contracts have been satisfied. On the Closing Date or such later time as is provided in the APA with respect to the assumption and assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assigned Contracts, and such Assigned Contracts shall remain in full force and effect for the benefit of Purchaser.

33. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the Closing or the transfer of the Acquired Assets, including any breach related to or arising out of a change-in-control in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts and (ii) asserting against Purchaser (or its property, including the Acquired Assets) any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing (or thereafter as of the filing of an Assumption Notice for those that arise post-Closing and are not barred by this Order with respect to any Assigned Contract that is assumed and assigned post-Closing) or arising by reason of the transfer of the Acquired Assets, except for the Assumed Liabilities, *provided*, *however*, and notwithstanding anything to the contrary in the Bidding Procedures Order, this Order, the Motion or the APA, Purchaser shall be responsible for continuing obligations under the Assigned Contracts, *cum onere*, including, without limitation, liabilities for any breach of such Assigned

Contracts occurring after such assignment and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the date of this Order (irrespective of whether such obligations accrued before, on, or after assumption and assignment of the Assigned Contracts), including tax reconciliations, common area charges and insurance premiums, under the terms of the applicable unexpired lease of real property, subject to any defenses provided by such lease and unless otherwise agreed. In addition, without relieving Purchaser of its obligations under the APA, nothing in the Order, the Motion or the APA shall affect the Debtors' obligations under section 365(d)(3) of the Bankruptcy Code (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assigned Contracts.

34. Upon the Closing (or thereafter as of the filing of an Assumption Notice for any Assigned Contract), Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and shall pay all outstanding undisputed Cure Amounts with respect thereto, and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts from and after such assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to Purchaser or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

35. After the Closing and prior to the Designation Deadline, the Debtors shall not terminate, amend, supplement, modify or waive any rights under, or create any Adverse Interest with respect to, any Contract that has not already been assumed and assigned, or rejected, pursuant to a Final Order (each, an "**Open Contract**"), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed) unless Purchaser has provided written notice to the Debtors designating such Contract for exclusion pursuant to Section [1.4(d)] of the APA, provided, that,

Purchaser shall pay all costs related to each Open Contract between Closing and the Designation Deadline. Any applicable Cure Amount for the assumption and assignment of an Open Contract shall be paid by Purchaser. Notwithstanding the foregoing, no prepetition Cure Amount shall be due with respect to such Debtor's Contracts or Leases unless and until the permanent assumption thereof upon delivery of an Assumption Notice.

36. In the event Purchaser has not provided a written designation to assume and assign or reject any Open Contract by the Designation Deadline, then such Contract shall be deemed to be an Excluded Contract, and no Debtor shall have any obligation to assign such Open Contract to Purchaser.

Post-Closing Assumption and Assignment Procedures

37. In the case of any Debtor's Contracts that the Debtors seek to assume and assign to the Purchaser from and after the Closing until the Designation Deadline pursuant to Section [1.4(d)] of the APA, within three (3) Business Days following receipt of a notification by Purchaser that a Contract is designated for assumption and assignment, the Debtors shall file with the Court a written notice of the Debtors' assumption and assignment of such Contract (such notice, an "**Assumption Notice**"), substantially in the form attached hereto as **Exhibit B**. The assumption and assignment of each such Contract shall be effective as of the date of the filing of the applicable Assumption Notice without any further order of the Court, with objections to the applicable cure amount, if any, to be resolved thereafter as set forth below.

38. The Debtors will serve such Assumption Notice via first class mail, and provide a copy of the same to the Purchaser, to (i) all Non-Debtor counterparties to such Contract to be assumed or assigned by the Debtors, (ii) the Office of the United States Trustee and (iii) counsel to the Committee (the "**Assumption Notice Parties**").

39. The Assumption Notice will set forth the following information, to the best of the Debtors' knowledge: (i) if the Contract relates to a Lease, then the street address of the real property that is the subject of such Contract that the Debtors are assuming and assigning or, in all other cases, a description of the Contract that the Debtors are assuming and assigning, (ii) the name and address of the affected counterparties or landlords (and their counsel, if known), (iii) a description of the deadlines and procedures for filing objections to the Assumption Notice (as set forth below), and (iv) the proposed cure amounts that arise solely following the Closing and have not otherwise been paid in the ordinary course.

40. A party in interest may object to an Assumption Notice solely with respect to the cure amount contained therein and only to the extent such objection could not have been raised prior to the Sale Objection Deadline. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Assumption Notice Parties no later than seven (7) days after the date the Debtors served the applicable Assumption Notice.

41. If no timely permitted objection is filed and served with respect to the Assumption Notice, any non-Debtor party to such Contract shall be deemed to have consented to the cure amount set forth in such Assumption Notice. If a timely permitted objection is properly filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection. Upon entry of an order by the Court resolving such objection or the resolution of such objection by agreement among the parties, any Contract or Lease set forth in an Assumption Notice shall be deemed assumed and assigned as of the date of the filing of the applicable Assumption Notice, subject to the payment of the Cure Amount.

Other Provisions

42. Effective upon the Closing, the Debtors, on behalf of themselves and their respective past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns (collectively, the "**Debtor Releasing Parties**"), hereby release, remise, acquit and forever discharge the Purchaser and its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, and each of its and their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies and partners (except, in each case, the Debtor Releasing Parties) (collectively, in their capacities as parties being released pursuant to this Paragraph 42, the "**Purchaser Released Parties**"), from any and all claims, contracts, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute or common law of any kind, nature, or description, including, as to any of the foregoing, any claim by way of indemnity or contribution, which any Debtor Releasing Party has, may have had or may hereafter assert against any Purchaser Released Party arising from or related in any way, either directly or indirectly, to this Case, the negotiation, documentation, performance or consummation of the APA, any Ancillary Documents or any other agreements entered into in connection with the transactions contemplated thereby; *provided*, *however*, that the foregoing release shall not apply to the Debtors' rights or Purchaser's express obligations under this Order

or the APA or any other agreements entered into in connection with the transactions contemplated hereby or thereby.

43. Subject to the terms of the APA, the APA and any related agreements may be waived, modified, amended or supplemented by agreement of the Debtors and Purchaser, in consultation with counsel to the Committee, without further action or order of the Court if it does not have a material adverse effect on the Debtors' estates. Any material modification, waiver, amendment or supplement to the APA must be approved by order of the Court.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are parties or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale. This Court retains jurisdiction to (a) compel consummation of the Transactions, including delivery of the Acquired Assets, (b) protect the Purchaser Group and its assets, including the Acquired Assets, against any Adverse Interests and Successor and Transferee Liability and (c) to enter orders, as appropriate, pursuant to sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Acquired Assets and the Assigned Contracts to Purchaser. This Court retains jurisdiction to adjudicate disputes between Purchaser and holders of claims related to the Assumed Liabilities regarding the Assumed Liabilities.

52. Nothing contained in any chapter 11 plan confirmed in the Debtors' case or any order confirming any such plan or in any other order on motion of the Debtors or a trustee in this Case (including any order entered after any conversion of this Case to a case under chapter 7 of the Bankruptcy Code, any dismissal of any Case or any subsequent chapter 7 case, or any abstention by the Court from hearing the Case) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Order unless otherwise agreed to in writing by the Debtors and the Purchaser. In the event of the dismissal of the

chapter 11 case, the terms of this Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code. In the event of conversion or dismissal following the Closing, the Purchaser is granted power of attorney for the limited purpose of executing documents necessary or appropriate to implement, effectuate, and consummate the APA, any related ancillary agreements, this Order and the transactions contemplated thereby, including but not limited to any relevant licenses or permits.

53. The Transactions contemplated hereunder shall not be affected by any bulk sales laws.

54. 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.

55. 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.

56. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

EXHIBIT A

Asset Purchase Agreement

EXHIBIT B

Assumption Notice

EXHIBIT C

Notice of Sale Closing and Effective Date of Amendment of Case Caption

EXHIBIT D

Excluded Assets Debtors' Contracts

EXHIBIT E

Cure Amounts