

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

In re

ZYMERGEN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11661 (KBO)

(Jointly Administered)

Re: D.I. 319, 330, 372

**STIPULATION REGARDING CURE AMOUNT
FOR LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.**

THIS STIPULATION (this “Stipulation”) is made and entered into by and among (i) the above-captioned debtors and debtors-in-possession (the “Debtors”) and (ii) Lighthouse Document Technologies, Inc. (“Lighthouse”). The Debtors and Lighthouse are referred to separately herein as a “Party” and all are referred to collectively as the “Parties.”

RECITALS

WHEREAS, Zymergen, Inc. and Lighthouse Document Technologies, Inc. are parties to that certain Services Agreement dated effective as of July 23, 2021 (the “Services Agreement”);

WHEREAS, on Exhibit C to the *Notice of Filing of Plan Supplement to Debtors’ First Amended Joint Chapter 11 Plan of Liquidation* (D.I. 319), the Debtors identified the Services Agreement as an executory contract to be assumed and assigned to the Liquidation Trust² pursuant to the *First Amended Joint Chapter 11 Plan of Liquidation* (D.I. 281-1) (the “Plan”);

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 mailing address for the Debtors is 1440 Stanford Ave., Emeryville, California 94608.

² Capitalized terms used but not defined herein are used as defined in the Plan.

WHEREAS, Lighthouse filed the *Limited Objection of Lighthouse Document Technologies, Inc. in Response to Notice of Filing of Plan Supplement to Debtors' First Amended Joint Chapter 11 Plan of Liquidation* (D.I. 330) (the "Objection");

WHEREAS, on February 5, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' First Amended Joint Chapter 11 Plan of Liquidation* (D.I. 372) (the "Confirmation Order"), confirming the Plan;

WHEREAS, paragraph 43 of the Confirmation Order provides that the cure amount to be paid to Lighthouse (the "Lighthouse Cure Amount") comprises (i) \$136,166.94, representing pre-petition amounts due under the Services Agreement, plus (ii) an amount to be agreed upon by the Debtors or Liquidation Trust, as appropriate, and Lighthouse or ordered by the Court with respect to post-petition amounts due under the Lighthouse Agreement; and

WHEREAS, paragraph 43 of the Confirmation Order further provides that any agreement between the Parties regarding the Lighthouse Cure Amount shall be deemed as incorporated into the terms of paragraph 43 of the Confirmation Order.

STIPULATION

NOW THEREFORE, the Parties agree and stipulate that:

1. Provided that the Effective Date of the Plan occurs prior to March 1, 2024, the Parties agree that the Lighthouse Cure Amount shall be \$272,059.93.
2. The Lighthouse Cure Amount shall be paid in accordance with paragraph 43 of the Confirmation Order.
3. The Objection is hereby resolved and deemed withdrawn.
4. Lighthouse retains and reserves all of its rights to assert and collect any administrative claim that does not qualify as a cure claim (*i.e.*, for any post-petition, pre-Effective

Date amounts that are not in default as of the Effective Date, constitute administrative expenses under the Bankruptcy Code, and are not included in the Lighthouse Cure Amount of \$272,059.93).

5. This Stipulation is the entire agreement between the Parties with respect to the subject matter hereof. No amendment, waiver, or modification of any provisions of this Stipulation shall be effective unless the same shall be in writing and signed by the Parties.

6. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed as of the date set forth below.

March 4, 2024

**MORRIS, NICHOLS, ARSHT &
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/s/ Matthew O. Talmo

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-and-

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