IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket Nos. 122 & 290**

NOTICE OF FILING OF PROPOSED SALE ORDERS AND ASSET PURCHASE AGREEMENTS FOR EQUIPMENT LOT 1 ASSETS AND EQUIPMENT LOT 2 ASSETS

PLEASE TAKE NOTICE that, on June 23, 2026, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**Court**").

PLEASE TAKE FURTHER NOTICE that, on July 14, 2026, the Court entered the *Order (A) Approving Bidding Procedures for the Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and Rejection Procedures (E) Scheduling an Auction and Sale Hearing and Approving Forms and Manner of Notice Thereof, and (F) Granting Related Relief* [Docket No. 122] (the "**Bidding Procedures Order**"), which, among other things: (i) approved procedures (the "**Bidding Procedures**")[2] to be used in connection with one or more sales (each, a "**Sale**") of substantially all of the Debtor's assets (the "**Assets**"), and (ii) scheduled an auction for the Assets (the "**Auction**") and a final hearing to consider approval of the Sale(s) (the "**Sale Hearing**").

PLEASE TAKE FURTHER NOTICE that, on August 10, 2026, the Debtor commenced the Auction for certain of the Assets in accordance with the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that, on August 12, 2026, the Debtor filed the *Notice of (I)(A) Conclusion of Auction for Certain of the Debtor's Assets (B) Designation of Successful Bidders and Backup Bidders for Such Assets, and (C) Sale Hearing for Such Assets, and (II) Adjournment of Auction for Remaining Assets and Plan Sponsor Alternative Bids* [Docket No. 290] (the "**Notice of Successful Bidders**"). The Notice of Successful Bidders, among other things, (i) designated (a) Future Solution Investments, LLC ("**FSI**") as the Successful Bidder and

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Bidding Procedures or the Bidding Procedures Order, as applicable.

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Heritage Global Partners, Inc. as the Backup Bidder for the Equipment Lot 1 Assets,[3] and (b) Surplus Solutions, LLC ("**Surplus Solutions**") as the Successful Bidder and Heritage Global Partners, Inc. as the Backup Bidder for the Equipment Lot 2 Assets,[4] and (ii) established **August 14, 2026 at 4:00 p.m. (Eastern Time)** as the deadline to object to (a) the conduct of the Auction and (b) the proposed Sales of the Equipment Lot 1 Assets to FSI and the Equipment Lot 2 Assets to Surplus Solutions.

PLEASE TAKE FURTHER NOTICE THAT the following documents are attached hereto:

Exhibit	Document
A-1	Equipment Lot 1 Assets APA
A-2	Equipment Lot 1 Assets Sale Order
B-1	Equipment Lot 2 Assets APA
B-2	Equipment Lot 2 Assets Sale Order

PLEASE TAKE FURTHER NOTICE that the Sale Hearing with respect to the Sales of the Equipment Lot 1 Assets and Equipment Lot 2 Assets and entry of the Equipment Lot 1 Sale Order and the Equipment Lot 2 Sale Order will commence on **August 20, 2026 at 10:00 a.m. (Eastern Time)** before the Honorable Craig T. Goldblatt, at the Court, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801. Subject to the terms of the Bidding Procedures, the Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

PLEASE TAKE FURTHER NOTICE that the documents attached hereto remain subject to review and revision in all respects by parties in interest. To the extent that such documents are revised, the Debtor will present a blackline copy of the revised document to the Court either at or before the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that, copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures, and the Notice of Successful Bidders may be obtained free of charge by visiting the Verita Website https://www.veritaglobal.net/sangamotherapeutics.

[3] The Equipment Lot 1 Assets are the Assets subject to the Equipment Lot 1 Assets APA attached hereto.

[4] The Equipment Lot 2 Assets are the Assets subject to the Equipment Lot 2 Assets APA attached hereto.

Dated: August 14, 2026
Wilmington, Delaware

/s/ Brendan J. Schlauch

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Counsel for the Debtor and Debtor in Possession

Exhibit A-1

Equipment Lot 1 APA

Docusign Envelope ID: 4D2422C3-EE9C-87D2-8336-B703A3B4C1F1

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

SANGAMO THERAPEUTICS, INC.

and

FUTURE SOLUTION INVESTMENTS, LLC

dated as of

August 14, 2026

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 14, 2026 by and between Future Solution Investments, LLC, a Delaware limited liability company ("Buyer"), and Sangamo Therapeutics, Inc., a Delaware corporation ("Seller"). Capitalized terms used but not defined in the context in which they are used shall have the respective meanings assigned to such terms in Section 12.14.

WHEREAS, on June 23, 2026, Seller filed a voluntary petition for relief commencing a 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" and the case arising under such petition, the "Bankruptcy Case");

WHEREAS, Buyer desires to purchase and accept, and Seller desires to sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer, all of the Transferred Assets, and Buyer is willing to assume, and Seller desires to assign and delegate to Buyer, 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 and 363 of the Bankruptcy Code, subject to Buyer's right to assign its rights and obligations hereunder to one of more of its Affiliates (such sale and purchase of the Transferred Assets and such assignment and assumption of the Assumed Liabilities, the "Transaction");

WHEREAS, certain of the obligations of Seller under this Agreement are conditioned upon the approval of the Bankruptcy Court in accordance with Article II; and

WHEREAS, the board of directors (or similar governing body) of Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the Transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties, and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Purchase and Sale of the Transferred Assets. Pursuant to Section 363 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the other Transaction Documents and in the Sale Order, at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, all of Seller's right, title, and interest as of the Closing in, to, and under the Transferred Assets, free and clear of all Liens other than Permitted Liens to the maximum extent permitted by Section 363 of the Bankruptcy Code. "Transferred Assets" means all of the assets that are set forth on Schedule 1.1(a), including all goodwill associated with the Transferred Assets, but for the avoidance of doubt excluding the Excluded Assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey, or deliver, and Seller shall retain all right, title, and interest to, in and under all assets, properties, interests, and rights of Seller, that are not Transferred Assets (collectively, the "Excluded Assets").

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the Credit Bid DIP Offset in accordance with Section 4.1, Buyer shall assume from Seller (and, from and after the Closing Date, pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller shall convey, transfer, and assign to Buyer, only the following Liabilities, without duplication and only to the extent not paid, performed, discharged, or otherwise satisfied on or prior to the Closing Date (collectively, the "Assumed Liabilities"):

(a) all Liabilities of Seller arising out of or relating to the Transferred Assets solely to the extent that such Liabilities arise after the Closing Date; and

(b) all Taxes arising out of the ownership of the Transferred Assets or the Assumed Liabilities attributable to taxable periods, or portions thereof, beginning after the Closing Date.

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability that constitutes an "Excluded Liability".

1.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not assume, be obligated to pay, perform, or otherwise discharge any Liabilities, obligations or Claims that are not Assumed Liabilities (the "Excluded Liabilities"). All such Liabilities, obligations or Claims, whether known or unknown, direct or contingent, in litigation or threatened, or not yet asserted, shall be retained by and remain Liabilities, obligations or Claims of Seller.

ARTICLE II
BANKRUPTCY COURT APPROVAL AND OTHER MATTERS

2.1 Highest or Otherwise Best Offer. This Agreement and the sale of the Transferred Assets to Buyer on the terms and conditions hereof was determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order.

2.2 Sale Order. This Agreement is subject to approval by the Bankruptcy Court. The Sale Order shall be in accordance with the terms of this Agreement, and shall, among other things:

(a) approve this Agreement and the execution, delivery, and performance by Seller of this Agreement and the other instruments and agreements contemplated hereby;

(b) approve and direct the sale and transfer of the Transferred Assets to Buyer free and clear of all Liens, based on appropriate findings and rulings pursuant to, *inter alia*, Sections 363(b), 363(f), and 363(m) of the Bankruptcy Code and the release of Buyer of any rights otherwise associated with, and which may otherwise be to the benefit of, any third parties;

(c) include a finding that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code;

(d) include a finding that Buyer is not deemed to be a successor to Seller, to have, de facto or otherwise, merged with or into Seller or to be a mere continuation of Seller;

(e) include a finding that the Consideration (including the Buyer's credit bid and the Credit Bid DIP Offset) is a fair and reasonable price for the Transferred Assets;

(f) include a finding that Buyer will not have any derivative, successor, transferee or vicarious Liability for Liabilities of Seller or its Affiliates by reason of any theory of Law or equity (whether under federal or state Law or otherwise) as a result of the transactions contemplated by this Agreement including, but not limited to, any Liabilities on account of transfer Taxes, except as expressly assumed by Buyer in this Agreement;

(g) include a finding that, to the maximum extent permitted by the Bankruptcy Code, the so-called "bulk sales," "bulk transfer" or similar Laws in any applicable jurisdictions do not apply;

(h) include a finding confirming the adequacy of notice to all creditors and parties in interest and parties to any executory Contract, unexpired lease or right of entry; and

(i) include provisions for the retention of jurisdiction in the Bankruptcy Court over matters relating to the transactions contemplated in this Agreement including matters relating to title to the Transferred Assets and claims against the Transferred Assets which arose or were based on facts or occurrences prior to the Closing. Furthermore, the Sale Order shall not have been reversed, stayed, modified or amended.

ARTICLE III
INSTRUMENTS OF TRANSFER AND ASSUMPTION

At the Closing, Seller will deliver to Buyer (a) one or more bills of sale as may be reasonably required by and acceptable to Buyer, and (b) all such other good and sufficient instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement as shall be necessary to vest in Buyer (or its designee(s)) all of Seller's right, title and interest in, to and under the Transferred Assets.

ARTICLE IV
CONSIDERATION; ALLOCATION

4.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the "Consideration") to be paid by Buyer for the purchase of the Transferred Assets shall be:

(i) the assumption of Assumed Liabilities; and

(ii) an offset (pursuant to Buyer's credit bid in connection with the Auction) against the Outstanding DIP Obligations in an amount equal to Two Hundred Fifty Thousand Dollars ($250,000) (the "Credit Bid DIP Offset").

(b) At the Closing, no cash payment in respect of the Consideration shall be required, and the Outstanding DIP Obligations shall be deemed to have been reduced by the Credit Bid DIP Offset.

4.2 Withholding. Buyer shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement.

4.3 Allocation. Within ninety (90) days following the Closing, Buyer shall deliver to Seller a proposed allocation of the Consideration among the Transferred Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Allocation"). Seller and Buyer shall file their respective IRS Forms 8594 (as and to the extent applicable) and all federal, state and local Tax Returns in a manner consistent with the Allocation and not take any position inconsistent with the

Allocation in any Tax-related audit, examination or other proceeding (whether administrative or judicial) unless required by applicable Law. If any party receives any notice from a taxing authority in respect of an audit, examination or other proceeding (whether administrative or judicial) regarding any allocation of the Consideration or otherwise proposing an allocation different from the Allocation, such party shall notify the other parties of such notice and provide such other parties with a copy of such notice, and the parties hereto shall cooperate with each other in good faith regarding the resolution of any such matter.

ARTICLE V
CLOSING

Subject to the terms and conditions hereof, the closing of the Transactions contemplated by this Agreement (the "Closing") shall take place virtually (by delivery of executed documents via pdf, DocuSign or other electronic means), no later than the third Business Day following the date on which all conditions to Closing set forth in Article IX and Article X have been satisfied or waived or at such other time or place as each party may mutually agree in writing (the date on which the Closing is actually held, the "Closing Date"). If it occurs, the Closing shall be effective as of 12:01 a.m. Eastern time on the Closing Date.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the disclosure schedule delivered by Seller to Buyer prior to the execution and delivery of this Agreement and consented to and agreed to by Buyer (the "Disclosure Schedule"), Seller represents and warrants to Buyer as of the date hereof as follows:

6.1 Organization, Qualification and Authority. Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware and under the Laws of each jurisdiction in which the ownership of the Transferred Assets makes such licensing or qualification necessary, except where the lack of such qualification would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Seller has all necessary power and authority to own and operate its properties and to carry on its business as is now being conducted in the Bankruptcy Case. Seller has the power and authority to execute and deliver and perform its obligations under this Agreement and the other Transaction Documents, and to undertake the Transactions contemplated hereby and thereby.

6.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. The execution, delivery, and performance of this Agreement and the other Transaction Documents by Seller and the transfer or assignment of the Transferred Assets to Buyer have been duly and validly authorized and approved by all necessary corporate or other entity action. This Agreement and each of the Transaction Documents constitute Seller's legal, valid and binding obligations, enforceable against Seller (to the extent it is a party thereto) in accordance with their respective terms, subject to Laws of general application relating to the rights of creditors generally and the availability of equitable remedies. Subject to order of the Bankruptcy Court and pursuant thereto, Seller has full power, right and authority to sell, transfer and convey to Buyer the Transferred Assets.

6.3 Title to Assets. Seller and its subsidiaries have good and valid title to, or in the case of leased assets, have good and valid leasehold interests in, the Transferred Assets free and clear of all Liens, other than Permitted Liens. Seller has the power and right to use, transfer, sell, convey, assign and deliver, and shall at Closing transfer, sell convey, assign and deliver to Buyer, the Transferred Assets, free and clear of all Liens, other than Permitted Liens. The delivery to Buyer at the Closing of the Transaction Documents, together with the Sale Order, will vest in Buyer good and marketable title to the Transferred Assets, free and clear of all Liens, other than Permitted Liens.

6.4 Legal Proceedings. Except as set forth on Schedule 6.4 of the Disclosure Schedule, there is no Legal Proceeding pending or, to the Knowledge of Seller, threatened in writing against or affecting Seller or the Transferred Assets (a) that challenges or that is reasonably expected to have the effect of preventing, making illegal or otherwise delaying with any of the transactions contemplated by this Agreement; or (b) that is related to the Transferred Assets or Assumed Liabilities.

6.5 No Violation of Laws or Agreements. Subject to order of the Bankruptcy Court, the execution and delivery by Seller of this Agreement and the Transaction Documents contemplated hereby, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated herein and therein will not, to the Knowledge of Seller, (a) violate any Laws or any judgment, decree, order, regulation or rule of any court or Governmental Entity to which Seller is subject; (b) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, acceleration or cancellation of any Contract, license, Permit, franchise or other instrument to which Seller is a party and which relates to any of the Transferred Assets; or (c) contravene, conflict with or result in a violation of any provision of any organizational documents of Seller, except in the case of the foregoing clauses (a) and (b), that would not, individually or in the aggregate, have or be reasonably expected to have a Material Adverse Effect. Subject to entry of the Bidding Procedures Order and Sale Order, except (x) for notices, filings and consents required in connection with the Bankruptcy Cases, and (y) for the notices, filings and consents set forth on Section 6.5 of the Disclosure Schedule, Seller is not required to give any notice to, make any registration, declaration or filing with or obtain any consent, waiver or approval from, any Person (including any Governmental Entity) in connection with the execution and delivery of this Agreement and each of the Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby.

6.6 Compliance with Laws. Seller is, and to the Knowledge of Seller, at all times in the last three (3) years has been, in compliance in all material respects with all Laws applicable to Seller or relating to or affecting the Transferred Assets. In the last three (3) years, Seller has not received any written notice to the effect that or, to Seller's Knowledge, is under investigation with respect to, any applicable Law, except for any such violations or failures to comply that would not, individually or in the aggregate, have or be reasonably expected to have a Material Adverse Effect.

6.7 Service of Bankruptcy Documents. Seller has appropriately and timely served all parties in interest with copies of the sale and bid procedures motion and applicable notices in accordance with the Bidding Procedures Order.

6.8 Brokers. Except for Raymond James, whose fees are to be paid by Seller, there is no other investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller or any of its subsidiaries who might be entitled to any fee or commission from any of Seller or any of its subsidiaries in connection with any of the transactions contemplated by this Agreement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

7.1 Organization, Qualification and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of its formation. Buyer has all necessary limited liability company/corporate power and authority to (a) own and operate its properties, (b) carry on its business as it is now being conducted, and (c) perform its obligations under this Agreement and

the other Transaction Documents, and to undertake and carry out the transactions contemplated hereby and thereby.

7.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. All necessary consents and approvals have been obtained by Buyer for the execution and delivery of this Agreement, the Transaction Documents and Buyer's participation in the Auction. The execution, delivery and performance of this Agreement and the other Transaction Documents in accordance with its terms by Buyer have been duly and validly authorized and approved by all necessary limited liability company action. Buyer has full limited liability company power, right and authority to acquire the Transferred Assets. This Agreement is, and each of the other Transaction Documents when so executed and delivered will be, a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency or other similar Laws affecting creditors.

7.3 Brokers. Buyer has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Buyer that is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Transferred Assets.

7.4 No Violation of Laws or Agreements. The performance by Buyer of its obligations contemplated hereunder and the consummation by Buyer of the transactions contemplated herein will not violate (a) any Laws or any order, writ, injunction, decree, judgment, award, consent, settlement, stipulation, regulation or rule of any court or Governmental Entity to which Buyer is subject; or (b) contravene, conflict with or result in a violation of any provision of any organizational documents of Buyer.

7.5 Financing. Buyer has sufficient Outstanding DIP Obligations owed to it to satisfy the Credit Bid DIP Offset and has, or will at the time any payment is required, sufficient funds available to consummate the Transactions, including the timely satisfaction of the Assumed Liabilities (if any) after the Closing.

7.6 Reliance.

(a) Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Seller, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Seller for such purpose. Buyer acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own review, investigation and inspection of the Transferred Assets and Seller's business and the express representations and warranties of the Seller set forth in Article VI of this Agreement (including the related portions of the Disclosure Schedule) and disclaims reliance on any other representations and warranties of any kind or nature express or implied (including, but not limited to, any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Seller); and (ii) neither Seller nor any other Person has made any representation or warranty as to the Seller or its business or the accuracy or completeness of any information regarding the Seller furnished or made available to Buyer and its representatives, except as expressly set forth in Article VI of this Agreement (including the related portions of the Disclosure Schedule).

(b) In connection with the due diligence investigation of the Seller by Buyer and its Affiliates, stockholders, directors, managers, officers, employees, agents, representatives or advisors, Buyer

and its Affiliates, stockholders, directors, managers, officers, employees, agents, representatives and advisors have received and may continue to receive after the date hereof from the Seller and its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives and advisors certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Seller and its businesses and operations. Buyer hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that Buyer will have no claim against Seller, or any of its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives or advisors, or any other Person, with respect thereto, including as to the accuracy or completeness of any information provided. Accordingly, Buyer hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in Article VI of this Agreement, neither Seller, nor any of its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives or advisors has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans.

ARTICLE VIII
COVENANTS AND AGREEMENTS

8.1 Conduct of Business. Except as otherwise expressly contemplated by this Agreement or with the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, from the date hereof until the Closing Date, Seller shall use commercially reasonable efforts to preserve intact the Transferred Assets and comply in all material respects with all applicable Laws. Without limiting the generality of the foregoing (but subject to the express limitation set forth in the immediately preceding sentence), Seller will, other than with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed, refrain from doing any of the following:

(a) dispose of, transfer, assign, mortgage, encumber or license, any Transferred Asset; or

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

8.2 Access to Information. From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall (i) cooperate with Buyer and shall give Buyer and its representatives (including Buyer's accountants, consultants, counsel, and employees), upon reasonable notice and during normal business hours, access to the properties, Contracts, facilities, employees, books, documents, records, financial and operating data, and other information of Seller to the extent relating to the Transferred Assets, the Assumed Liabilities and any other aspect of this Agreement, and shall cause its officers, employees, agents and representatives to furnish to Buyer all available documents, records and other information (and copies thereof), to the extent relating to the Transferred Assets, the Assumed Liabilities, and any other aspect of this Agreement, in each case, as Buyer may reasonably request (and Seller shall use commercially reasonable efforts to obtain any and all consents necessary or advisable, including with respect to personnel files, to permit the sharing of such information under applicable Laws); (ii) furnish to Buyer and its representatives (including Buyer's accountants, consultants, counsel and employees) such information as Buyer or its representatives (including Buyer's accountants, consultants, counsel and employees) reasonably request; and (iii) cooperate reasonably with Buyer in its investigation of the Transferred Assets.

8.3 Public Announcement. Unless otherwise required by applicable Law or by obligations of Seller or Buyer 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, and subject to the

provisions of the Bankruptcy Code and Seller's right to make such filings and disclosures as are necessary in connection with the Bankruptcy Case including, without limitation, marketing the Transferred Assets in accordance with the Bidding Procedures Order, no party hereto shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto (which will not be unreasonably withheld or delayed), unless counsel to such party advises that such announcement or statement is required by Law (in which case the parties hereto shall make reasonable efforts to consult with each other prior to such required announcement). Notwithstanding the foregoing, Seller shall be permitted, without the prior written consent of Buyer, to make any commercially reasonable public announcement, press release, court filing, notice, or other public communication that: (i) is required by the Bankruptcy Court, any Order of the Bankruptcy Court (including the Bidding Procedures Order), or any provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure; (ii) relates to the marketing of the Transferred Assets, the solicitation of Qualified Bids (as such term is defined in the Bidding Procedures), the Auction (if any) to be conducted pursuant to the Bidding Procedures Order, the Bidding Procedures, the auction timeline or schedule, the Sale Hearing, or the deadline for submitting Qualified Bids; or (iii) constitutes a filing with, notice or submission to or communication directed to the Bankruptcy Court or any party in interest in the Chapter 11 case.

8.4 Taxes.

(a) Seller shall be responsible for all Taxes arising out of the ownership of the Transferred Assets or the Assumed Liabilities attributable to taxable periods, or portions thereof, ending on or before the Closing Date, all of which shall, for the avoidance of doubt, be Excluded Liabilities.

(b) Notwithstanding anything to the contrary in this Agreement, all sales, use, excise, documentary, stamp, value added, recordation, license, conveyance and other similar transfer Taxes with respect to the Transaction ("Transfer Taxes"), shall be borne by Buyer. Buyer shall timely file any Tax Return or other document with respect to any Transfer Taxes and shall timely pay or otherwise discharge such Transfer Taxes. Seller shall cooperate, as reasonably requested by Buyer, with respect to obtaining any exemption from or reduction in the amount of any Transfer Tax. Buyer shall indemnify and hold harmless Seller and its affiliates from any Taxes, expenses or other losses incurred with respect to Transfer Taxes or related Tax Returns.

(c) Seller and Buyer shall, upon prior written request (at the requesting party's expense): (i) provide the other with such assistance as may be necessary in connection with the preparation of any Tax Return, any audit or other examination by any taxing authority or any judicial or administrative proceeding with respect to Taxes, (ii) retain and provide the other with any records or other information which may be relevant to such return, audit, examination or proceeding, and (iii) provide the other with any final determination of any such audit or examination proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be maintained confidentially).

8.5 Further Assurances; Post-Closing Access. Subject to the other provisions hereof, Seller shall use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and shall cooperate in a commercially reasonable manner with each other party hereto and its representatives in connection with any reasonable action required to be taken as a part of its obligations hereunder. From time to time after the Closing, each of Buyer and Seller, at the request of the other, will execute and deliver such other instruments of conveyance and transfer or other instruments or documents, and take or arrange for such other actions, as may

reasonably be required to effect any of the transactions contemplated by this Agreement; provided that, notwithstanding anything to the contrary in this Section 8.5 or any other provision of this Agreement, neither Buyer nor Seller shall be required to execute any document or take any action that would increase the Liability or obligation of the party of whom such document or action is requested beyond that such party would have pursuant to the other provisions of this Agreement, require or cause the party of whom such action or document is requested to initiate, join in or otherwise become a party to any Legal Proceeding, or cause such party to incur any material cost or expense that is not already imposed upon it by another provision of this Agreement; provided, further that Seller's obligations terminate upon the effective date of a confirmed plan of liquidation, or conversion or dismissal of the Bankruptcy Case.

8.6 Confidentiality. Buyer acknowledges that it has had access to and the use of confidential materials and information and trade secrets concerning the Transferred Assets, and that the protection of such confidential materials and information and trade secrets is necessary to protect and preserve the value of the Transferred Assets after the Closing. Until the Closing, Buyer shall not use, for itself or others, or disclose, divulge or convey to others (other than its representatives including, without limitation, its counsel), except as necessary to fulfill its obligations under this Agreement or Buyer's Transaction Documents, any proprietary or confidential information or data related to the Transferred Assets. Confidential information and data shall include proprietary or confidential matters not published or generally known in the relevant trade or industry such as and including information about prices, costs, purchasing, profits, markets, sales or customer lists, future developments or future marketing, or merchandising but shall not include any information or data (a) that is generally available to the public (other than as a result of the disclosure directly or indirectly by Buyer or its representatives or agents), (b) that is made available to Buyer by a third party on a non-confidential basis provided that to Buyer's knowledge, such third party is not bound by a confidentiality agreement, or other obligation of secrecy to, with respect to such information, or (c) that is independently developed after Closing by Buyer without reference to any confidential information protected hereunder. From and after the Closing, Seller shall, and shall cause its Representatives to, hold in confidence any and all information, whether written or oral, concerning the Transferred Assets or the businesses, except information (a) that is generally available to the public (other than as a result of the disclosure directly or indirectly by Seller or its representatives or agents), (b) that is made available to Seller by a third party on a non-confidential basis provided that to the Knowledge of Seller, such third party is not bound by a confidentiality agreement, or other obligation of secrecy to, with respect to such information, (c) that is independently developed after Closing by Seller without reference to any confidential information protected hereunder or (d) that is required to be disclosed in the Bankruptcy Case. If any party is compelled to disclose any information by any action or by other requirements of Law or order, such party shall promptly notify the other party in writing and shall disclose only that portion of such information which the party is, based on advice of counsel, legally required to be disclosed, provided that such party shall, at the other party's expense, use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

8.7 No Survival of Representations and Warranties. The representations and warranties of Seller and Buyer contained in this Agreement shall terminate as of the Closing. The parties hereto agree that the covenants contained in this Agreement to be performed (i) prior to the Closing shall expire at the Closing and (ii) at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each party to this Agreement will be liable to the other parties after the Closing for any breach thereof.

8.8 Bankruptcy Court Approval of Sale. Seller and Buyer shall each use its commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of a Final Order of the Bankruptcy Court in the Bankruptcy Case in form and substance acceptable to Buyer containing the provisions set forth in Section 2.3.

8.9 Disconnection of Equipment. Prior to the Closing, Seller shall disconnect, or cause to be disconnected, all Transferred Assets that are hardwired, bolted, or otherwise physically or electrically affixed to any premises from all power sources and other utility connections.

ARTICLE IX
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

The obligations of Buyer under this Agreement with respect to the purchase and sale of the Transferred Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Buyer:

9.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Seller shall be true and correct in all respects on and as of the date hereof (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect. Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by them on or prior to the Closing.

9.2 Officer's Certificate. Seller shall have delivered to Buyer a certificate, duly executed by an executive officer of Seller (including incumbency certificates), certifying Seller's compliance with the conditions set forth in Section 9.1.

9.3 Transfer Documents. Seller shall have delivered to Buyer the bill of sale(s) and other transfer documents required to be delivered pursuant to Article III, each duly executed by Seller.

9.4 Winning Bidder. Buyer shall have been deemed the Successful Bidder (as such term is defined in the Bidding Procedures Order) for the Transferred Assets at any Auction.

ARTICLE X
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

The obligations of Seller under this Agreement with respect to the purchase and sale of the Transferred Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Seller:

10.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the date hereof (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date. Buyer shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by it on or prior to the Closing.

10.2 Officer's Certificate. Buyer shall have delivered to Seller a certificate, duly executed by an executive officer of Buyer (including incumbency certificates), certifying Buyer's compliance with the conditions set forth in Section 10.1.

10.3 Transfer Documents. Buyer shall have delivered to Seller the documents required to be delivered by Buyer, if any, pursuant to Article III, each duly executed by Buyer.

10.4 Bankruptcy Matters. The Sale Order shall have been entered by the Bankruptcy Court.

10.5 Winning Bidder. Buyer shall have been deemed the Successful Bidder for the Transferred Assets at any Auction.

ARTICLE XI
TERMINATION

11.1 Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a party of any termination rights afforded under this Agreement, if either party (the "Non-Breaching Party") believes the other (the "Breaching Party") to be in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice specifying in reasonable detail the nature of such breach, whereupon, if such breach is curable the Breaching Party, shall have ten (10) calendar days from the receipt of such notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party. If the breach is not cured within such time period, then the Non-Breaching Party's sole remedy shall be to terminate this Agreement if the breach is such that the condition set forth in Section 9.1 or Section 10.1, as applicable, shall not be satisfied (as provided in Section 11.2); provided, however, that the Non-Breaching Party shall not be entitled to terminate this Agreement if it is in material breach of this Agreement.

11.2 Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, unless Buyer is the Backup Bidder (as such term is defined in the Bidding Procedures), if the Bankruptcy Court enters an order approving the sale of the Transferred Assets to the Successful Bidder (as such term is defined in the Bidding Procedures);

(c) subject to the right to cure set forth in Section 11.1, by Buyer if Seller is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 9.1 shall not be satisfied, and Buyer has not waived such condition in writing on or before the Closing Date;

(d) subject to the right to cure set forth in Section 11.1, by Seller if Buyer is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 10.1 shall not be satisfied, and Seller has not waived such condition in writing on or before the Closing Date;

(e) by Seller or Buyer if the Closing shall not have occurred on or before the Outside Date, unless the failure to have the Closing on or before the Outside Date shall be due to the failure of the party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; or

(f) by Seller or Buyer, if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Final Order permanently restraining, prohibiting or enjoining Buyer or Seller from consummating the Transaction is entered.

11.3 Effect of Termination.

(a) Except as set forth in Section 11.3(b), if this Agreement is terminated as permitted by Section 11.2, such termination shall be without Liability of any party (or any stockholder, equityholder, director, officer, employee, agent, consultant or other representative of such party) to the other parties to

this Agreement; provided, however, that the exclusion of Liability shall not apply to any party to this Agreement if a Final Order determines that such party improperly or wrongfully terminated this Agreement.

(b) The provisions of this Section 11.3 and Sections 11.4, 11.5, 12.1, 12.3, 12.6, 12.7, 12.8, 12.10, 12.13 shall survive any termination hereof pursuant to Section 11.2.

11.4 Fees and Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred by the parties in connection with obtaining Bankruptcy Court approval and consummation of this Agreement and the Transactions contemplated hereby shall be paid by the party incurring such cost or expense.

11.5 Certain Limitations. IN NO EVENT SHALL A PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT THAT ARE IN THE NATURE OF LOST PROFITS OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XII
MISCELLANEOUS

12.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.1):

If to Seller:

Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, CA 94804
Attention: Legal

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

Cooley LLP
55 Hudson Yards
New York, NY 10001
Attn: Cullen Speckhart; Lauren Reichardt; Lindsey O'Crump Crow
Email: cspeckhart@cooley.com; lreichardt@cooley.com; locrump@cooley.com

If to Buyer:

Future Solution Investments, LLC
970 W. Broadway, Suite E #464
Jackson, WY 83001

Atten: Michael F. Solomon
Email: michael@futuresolutioninvestments.com

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

KTBS Law LLP
1801 Century Park East, 26th Floor
Los Angeles, CA 90067
Attn: Nir Maoz; Ryan Hicks
Email: nmaoz@ktbslaw.com; rhicks@ktbslaw.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (Eastern time) in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

12.2 Expenses. Each party shall bear its own expenses and costs, including the fees and expenses of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby.

12.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, Seller and Buyer hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case have been closed, the state or federal courts located in the State of Delaware. Seller and Buyer each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

12.4 Assignment. This Agreement binds and benefits the parties and their respective successors and assignees. No party hereto shall have the right to freely assign any of its rights or delegate performance of any of its obligations under this Agreement, without the prior written consent of the other parties.

12.5 Successors and Assigns. Subject to Section 12.4, all agreements made and entered into in connection with this Transaction shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12.6 Amendments; Waivers. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto. Except as otherwise expressly set forth herein, no failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between or among any of the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

12.7 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement between the parties with respect to the subject matter contained herein and therein and supersede all prior agreements and understandings, both oral and written, between the parties with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedule (other than

an exception expressly set forth as such in the Disclosure Schedule), the statements in the body of this Agreement will control.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile and/or PDF signatures shall be deemed original signatures.

12.9 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.10 Section Headings; Interpretation. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. As each party has participated in the drafting of this Agreement, any ambiguity shall not be construed against a party as the drafter. Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to", and (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement.

12.11 Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the parties hereto any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

12.12 Specific Performance. Buyer and Seller agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Bankruptcy Court without proof of actual damages or otherwise (and, to the fullest extent permitted by Law, each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity.

12.13 Disclosure Schedule and Exhibits. The Disclosure Schedule, Schedules, and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Schedule, Exhibit or in the Disclosure Schedule but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Seller set forth in any particular section of this Agreement are made and given subject to the disclosures contained in the corresponding section of the Disclosure Schedule, if any. Inclusion of the information in the Disclosure Schedule will not be construed as an admission that such information is material to the business, operations or condition (financial or otherwise) of Seller.

12.14 Definitions. For purposes of this Agreement, the term:

(a) "Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the powers to direct or cause the direction of management or policies of a Person, through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(b) "Auction" means the auction contemplated by the Bidding Procedures Order.

(c) "Bidding Procedures" means those Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order.

(d) "Bidding Procedures Order" means the Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief (Docket No. [122]) entered by the Bankruptcy Court on July 14, 2026.

(e) "Business Day" means any day on which banks are not required or authorized to close in the City of Richmond, California.

(f) "Claim" has the meaning under Section 101(5) of the Bankruptcy Code.

(g) "Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(h) "Contract" means any agreement, contract, note, mortgage, bond, indenture, lease, benefit plan, other instrument or other legally binding commitment or undertaking of any nature whether written or oral.

(i) "Final Order" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, that is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, request for reargument or further review or rehearing, or file a motion for stay, modification, or amendment has expired and no appeal, petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification, or amendment has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification or amendment that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification, or amendment has been or can be taken or granted.

(j) "GAAP" means generally accepted accounting principles in the United States as in effect on the date of this Agreement.

(k) "Governmental Entity" means any supranational, national, state, provincial, municipal, local, or foreign government, quasi-government, or any instrumentality, subdivision, court, administrative agency, bureau, department or commission or other authority thereof.

(l) "IRS" means the United States Internal Revenue Service.

(m) "Knowledge of Seller" or any other similar knowledge qualification in this Agreement means the actual knowledge of Sandy Macrae, Nathalie Dubois-Stringfellow, Stephanie J. Seiler and Phillip Ramsey.

(n) "Law" means any constitution, treaty, statute, law, principle or rule of common law, ordinance, order, rule or regulation of, administered or enforced by or on behalf of, any Governmental Entity.

(o) "Legal Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

(p) "Liability" means any claim, debt, liability, obligation, Tax or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due), whenever or however arising (including those arising out of any contract or tort, whether based on negligence, strict liability or otherwise), and including all costs and expenses related thereto.

(q) "Lien" means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, security interest, Claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non- contingent, material or non-material, known or unknown.

(r) "Material Adverse Effect" shall mean any effect that is materially adverse to the assets, liabilities, financial condition or existing business of the Seller; provided, however, that the fact that the Bankruptcy Case has been filed and that, accordingly, Seller has been conducting the Business in the Ordinary Course of Business as the same is being conducted as of the date of this Agreement in the Bankruptcy Case, shall not, in and of itself, be deemed to be a Material Adverse Effect; provided, further, that none of the following (individually or in combination) shall be deemed to constitute, or shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse effect resulting directly or indirectly from general business or economic conditions; (b) changes in securities or financial market conditions in the United States; (c) changes in general conditions in the industry in which Seller and its subsidiaries operate; (d) changes in general political or social conditions in the United States; (e) changes in GAAP affecting Seller; (f) the announcement, execution or delivery of the Agreement or the pendency or consummation of the transactions contemplated hereby, including any disruption in (or loss of) supplier, service provider, partner or similar relationships or any loss of employees; (g) any change in accounting requirements or principles or any change in applicable Laws or the interpretation thereof; (h) any adverse effect resulting directly or indirectly from (w) any action taken by the Seller at Buyer's direction, (x) any action taken by the Seller with Buyer's consent, (y) the failure to take any action that was not taken by the Seller because Buyer withheld its consent, (z) any action required to be taken pursuant to this Agreement; (i) the failure to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period, in and of itself; (j) any adverse effect resulting directly or indirectly from any breach by Buyer of any provision of this Agreement or the taking of any other action by Buyer; (k) any adverse effect resulting directly or indirectly from any acts of war (whether or not declared), armed hostilities, sabotage or terrorism, or the escalation or worsening thereof; (l) any adverse effect resulting directly or indirectly from any acts of god, such as hurricanes, tornadoes, floods, earthquakes or other natural disasters; (m) the commencement of a case under Chapter 11 of Title 11 of the United States Code; (n) the sale process of Seller's business as contemplated by the Bidding Procedures

Order, (o) any objections in the Bankruptcy Court to (x) this Agreement or any of the transactions contemplated hereby or (y) the Bidding Procedures Order, or (p) any action required or prohibited by the commencement of the Bankruptcy Case.

(s) "Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of Seller's business, as conducted by Seller consistent with past custom and practice (including with respect to quantity and frequency), except for the consequences relating to the filing of the Bankruptcy Case; provided, that in no event shall "Ordinary Course of Business" include any breach of Law or Contract, or violation of any Permit.

(t) "Outside Date" means September 30, 2026.

(u) "Outstanding DIP Obligations" means all amounts owed by the Company in respect of the Commitments (as defined in the DIP Credit Agreement) under that certain Senior Secured, Super-Priority Debtor-in-Possession Loan, Guaranty and Security Agreement, dated as of August [__], 2026, by and among Buyer (as lender thereunder), the Company, and the other loan parties thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "DIP Credit Agreement").

(v) "Permit" means any license, permit, franchise, approval, authorization, registration, certification, accreditation and consent of any Governmental Entity.

(w) "Permitted Liens" means: (a) liens for current Taxes not yet due, or delinquent, that are being contested in good faith by appropriate proceedings or that are otherwise not material; (b) encumbrances that do not materially impair the ownership or use of the assets to which they relate; (c) statutory or common law liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (d) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, social security or similar programs mandated by applicable Law or governmental regulations; (e) statutory or common law liens in favor of carriers, warehousemen, workers, repairer, mechanics and materialmen, to secure claims for labor, materials or supplies, and other like liens; (f) leases or subleases and the terms and conditions of the lease, license, sublease or other agreement applicable thereto; (g) any right, title or interest of a licensor under a license; (h) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar liens affecting real property not interfering in any material respect with the ordinary conduct of the business of the Seller; (i) liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (j) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; (k) liens in favor of other financial institutions arising in connection with the Seller's deposit accounts or securities accounts held at such institutions to secure customary fees, charges, and the like; (l) and liens that will be removed or released by operation of the Sale Order or any other order of the Bankruptcy Court.

(x) "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a Governmental Entity.

(y) "Qualified Bid" has the meaning set forth in the Bidding Procedures.

(z) "Sale Hearing" has the meaning set forth in the Bidding Procedures.

(aa) "Sale Motion" means the motion filed with the Bankruptcy Court by Seller on June 23, 2026, seeking entry of (I) an Order (A) Approving Bidding Procedures for the Sale of Substantially All

of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof; (II) an Order (A) Approving the Sale of the Debtor's Assets Free and Clear of all Claims, Liens, and Encumbrances, and (B) Approving the Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases; and (III) Granting Certain Related Relief (Docket No. 13).

(bb) "Sale Order" means an order of the Bankruptcy Court (in a form reasonably acceptable to Buyer), which shall, among other things, comply with Section **Error! Reference source not found.**.

(cc) "Tax" means (i) all federal, state, local, foreign or other taxes of any kind and any similar fees, assessments or charges (together with any and all interest, penalties and additions to tax imposed with respect thereto) imposed by any tax authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, severance, excise, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, unclaimed property, escheatment or net worth, and taxes or other charges in the nature of excise, withholding, ad valorem or value added; and (ii) any Liability for the payment of amounts described in clause (i) as a result of being a successor, a transferee or a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation under any Tax sharing, indemnity or similar agreement or other Contract or arrangement.

(dd) "Tax Return" means any return, declaration, report, estimate, claim for refund, or information return or statement or other document relating to, or required to be filed in connection with, any Taxes, including any schedule, form, attachment thereto or amendment thereof.

(ee) "Transaction Documents" means this Agreement and all other agreements, documents and instruments executed in connection herewith or required to be executed and/or delivered by Seller in accordance with the provisions of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to duly execute this Asset Purchase Agreement as of the day and year first written above.

FUTURE SOLUTION INVESTMENTS, LLC

Signed by:
Michael F Solomon
E92ED0C30423488...

By: _____
Name: Michael F. Solomon
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to duly execute this Asset Purchase Agreement as of the day and year first written above.

SANGAMO THERAPEUTICS, INC.

By: Scott B. Willoughby
Name: Scott B. Willoughby
Title: Chief Legal Officer

Docusign Envelope ID: 4D2422C3-EE9C-87D2-8336-B703A3B4C1F1

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Schedule 1.1(a)

Transferred Assets

Asset ID	Status	Asset Type	Description	Location	Manufacturer	Model	Serial Number
G00936	Inactive	Laboratory Equipment	EnVision Plate Reader	//Sangamo GMP/7000 Marina Blvd. Brisbane/5th Floor/5340 - QC Cell Culture	Perkin Elmer	EnVision2105 Multimode Plate Reader	1050669
N01518	Active	Lab Equipment	Advanced Digital Shaker	Richmond 501A Rm 126 (Lab 5)	VWR	5000	C230499182
N00548	Active	Lab Equipment	Purification System	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Akta Pure 150	29046665-2558502
N00643	Active	Lab Equipment	Nanodrop	Brisbane Room 5320 (Dev Lab)	Thermo	Nanodrop One	AZY2019817
N00997	Active	Lab Equipment	UV-Visible Protein Analyzer	Brisbane Room 5320 (Dev Lab)	Unchained Labs	Stunner	901127
N01184	Active	Lab Equipment	Protein Stability Screening Platform	Brisbane Room 5350 (Dev Lab FD+CT)	Unchained Labs	UNcle	UNcle-0811
N01485	Active	Lab Equipment	Purification System	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Akta Pure 150	2447485
N01486	Active	Lab Equipment	Purification System	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Akta Pure 150	2522331
N00898	Active	Lab Equipment	Cytiva Akta Avant	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Avant 150	2758629

Disclosure Schedule

Schedule 6.4
Legal Proceedings

[None.]

Schedule 6.5

Requisite Notices, Filings and Consents

[None.]

Exhibit A-2

Equipment Lot 1 Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket No. 13**

ORDER (A) AUTHORIZING AND APPROVING THE DEBTOR'S ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH FUTURE SOLUTION INVESTMENTS LLC, (B) AUTHORIZING THE SALE OF THE TRANSFERRED ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, AND (C) GRANTING RELATED RELIEF

Upon the motion [Docket No. 13] (the "**Motion**"),[2] of the above referenced debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"), among other things: (a) authorizing and approving the Debtor's entry into and performance under the Purchase Agreement with the Buyer (as defined below), (b) authorizing the Sale Transaction (as defined below), free and clear of any Claims and Interests (as defined below), and (c) granting related relief; and this Court having previously entered the *Order (A) Approving Bidding Procedures for Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving the Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief* [Docket No. 122] (the "**Bidding Procedures Order**"), authorizing and approving, among other things, Bidding Procedures for the Debtor's assets; and

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or the Purchase Agreement (as defined below), as applicable.

the Debtor having executed that certain Asset Purchase Agreement, dated as of August 14, 2026 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), by and between Sangamo Therapeutics, Inc. ("**Sangamo**") and Future Solution Investments LLC (together with any Designated Purchaser, the "**Buyer**"), a copy of which is attached hereto as **Exhibit 1**, providing for the sale of the Transferred Assets identified therein (the "**Sale Transaction**") free and clear of any Claims and Interests; and the Debtor having filed the Notice of the Debtor's Designation of Future Solution Investments LLC as the Successful Bidder with Respect to the Transferred Assets[3] [Docket No. 290] (the "**Notice of Successful Bidder**"), announcing that, in accordance with the Bidding Procedures Order and after consultation with the Consultation Parties, the Debtor decided, in its reasonable business judgment, to designate the Buyer's credit bid (the "**Credit Bid**") as the highest or otherwise best bid for the Transferred Assets; and this Court having conducted a hearing on August 20, 2026, to consider approval of the Sale Transaction (the "**Sale Hearing**") in accordance with the Bidding Procedures Order; and this Court having reviewed and considered (a) the Motion and the exhibits thereto, (b) the Bidding Procedures Order, (c) the Purchase Agreement, (d) the Declarations,[4] (e) any objections and other responses to approval of the Sale Transaction, and (f) the arguments and representations of counsel made, and the evidence proffered or adduced at, the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in the Motion and provided in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been

[3] The "Transferred Assets" as defined in the Purchase Agreement and herein refers to the Equipment Lot 1 Assets defined in the Notice of Successful Bidder.

[4]The "**Declarations**" means the *Declaration of Geoffrey Richards in Support of the Bidding Procedures Motion* [Docket No. 14] and the *Declaration of Geoffrey Richards in Support of the Sale of Equipment Lot 1 and Equipment Lot 2* [Docket No. [●]].

given under the particular circumstances of the Debtor's chapter 11 case (this "**Chapter 11 Case**") and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion and provided in this Order is in the best interests of the Debtor, its estate, its creditors, and all 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, the Declarations, and at the Sale Hearing, establish just cause for the relief granted herein; and after due deliberation thereon,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction. This Court has jurisdiction over this matter and over the property of the Debtor's estate, including the Transferred Assets, 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 Court may enter a final order hereon under Article III of the United States Constitution.

B. Venue. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

C. Statutory and Legal Predicates. The statutory and other legal predicates for the relief requested in the Motion and for the approvals and authorization herein are sections 105, 363, and 365 of the Bankruptcy Code. The Motion is a procedurally proper mechanism for enforcement of this Order. The Debtor was not required to commence an adversary proceeding to obtain the relief set forth herein. The relief granted herein is also authorized under Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

D. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules

of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay and expressly directs entry of judgment as set forth herein and authorizes the Closing of the Sale Transaction contemplated hereby without regard to any stay or delay in its implementation.

E. Bankruptcy Rule 7052. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

F. Incorporation by Reference. Findings of facts and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

G. Sale Notice. As shown in the affidavits of service filed with this Court and the representations or proffers made on the record at the Sale Hearing, (a) the Debtor has provided due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of, and sufficient opportunity to object to, the Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, and the proposed entry of this Order in compliance with all requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) such notice was adequate and sufficient under the circumstances of this Chapter 11 Case and complied with the Bidding Procedures Order and other orders of this Court, and (c) no other or further notice is necessary or shall be required.

H. Opportunity to Object. A reasonable opportunity to object or be heard regarding the relief granted in this Order has been afforded to all interested parties, including, but not limited to, the Sale Notice Parties.

I. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by evidence proffered or adduced and the representations of counsel at the Sale Hearing, the Bidding Procedures (as approved by the Bidding Procedures Order) were substantively and procedurally fair to all parties, were the result of the arm's-length negotiations and provided a full, fair, and reasonable opportunity for any party to make an offer to purchase the Transferred Assets. The disclosures made by the Debtor concerning the Motion with respect to the Sale Transaction and the Sale Hearing were good, complete, and adequate. The Debtor, the Buyer, and their respective counsel and other advisors have complied, in good faith, with the Bidding Procedures Order and the Bidding Procedures in all respects. The Debtor and its professionals have adequately and appropriately marketed the Transferred Assets in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order in all respects. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b) the representation of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtor (i) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Transferred Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Transferred Assets, and (iii) considered any bids properly submitted in

accordance with the Bidding Procedures. Buyer was determined, after consultation with the Consultation Parties, to be the Successful Bidder for the Transferred Assets.

J. Credit Bid, Highest or Best Offer. Pursuant to the Replacement Interim DIP Order[5] and Bankruptcy Code section 363(k), the DIP Liens in favor of the Replacement DIP Lender entitle Buyer to offset the purchase price to acquire the Transferred Assets by credit bidding up to $250,000 of the DIP Obligations (each term as defined in the Replacement Interim DIP Order). The Credit Bid, including the form and total consideration to be realized by the Debtor under the Purchase Agreement, (a) constitutes the highest or otherwise best offer received by the Debtor for the Transferred Assets, (b) is fair and reasonable, (c) is a necessary component of the Sale Transaction on which Debtor and Buyer relied in entering into the Purchase Agreement, and (d) is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

K. Business Judgment. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale Transaction and performing its obligations under the Purchase Agreement, including, but not limited to, the fact that the consideration provided by the Buyer under the Purchase Agreement constitutes the highest or otherwise best offer for the Transferred Assets.

L. Corporate Authority. The Transferred Assets are owned by the Debtor and constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. The Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (b) has all of the necessary corporate power and authority to consummate the Sale

[5] The "**Replacement Interim DIP Order**" is that certain Interim Order (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief [Docket No. 176].

Transaction, (c) has taken all corporate actions necessary to authorize and approve the Purchase Agreement, and the consummation of the Sale Transaction, and (d) subject to entry of this Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Purchase Agreement or this Order, to consummate the Sale Transaction.

M. Good Faith. The sale process and negotiation of the Purchase Agreement engaged in by the Debtor and the Buyer was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtor, the Buyer, nor any Affiliates, members, partners, officers, directors, principals, professionals, or shareholders of the Buyer, nor any other persons has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

N. The Debtor and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtor, and its management, board of directors, employees, agents, advisors, and representatives, and the Buyer, its Affiliates, and each of their respective employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Transferred Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

O. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and this Order, and otherwise has proceeded in good faith in all respects

in connection with this proceeding, and is therefore entitled to the full protection of section 363(m) of the Bankruptcy Code in respect of the Sale Transaction. Neither the Debtor nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtor, on behalf of its estate, was free to deal with any other party interested in buying or selling some or all of the Transferred Assets. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections.

P. Buyer is Not an Insider. Neither the Buyer nor any of its Affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an "insider" of the Debtor, as that term is defined under section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Debtor and the Buyer.

Q. No Fraudulent Transfer. The consideration provided by the Buyer for the Transferred Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Transferred Assets, (c) will provide a greater recovery for the Debtor's creditors and estate than would be provided by any other practical available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession, and the District of Columbia.

R. The Purchase Agreement was not entered into, and neither the Debtor nor the Buyer entered into the Purchase Agreement or propose to consummate the Sale Transaction, with fraudulent intent or for the purpose of (a) escaping liability for any of the Debtor's debts, or (b) hindering, delaying, or defrauding the Debtor's present or future creditors, for the purpose of

statutory and 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.

S. Free and Clear. The transfer of the Transferred Assets to the Buyer will be a legal, valid, and effective transfer of the Transferred Assets, and will vest the Buyer with all right, title, and interest of the Debtor in and to the Transferred Assets free and clear of all claims (including, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), liens (including, without limitation, any and all statutory, mechanic's, builders, materialmen's or similar lien on real and/or personal property "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and claims and interests relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all DIP Obligations of any kind, all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, to the greatest degree allowed by applicable law environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court (other than this

Court) or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, but excluding any Assumed Liabilities and Permitted Liens, the "**Claims and Interests**").

T. Those holders of Claims and Interests who did not object or who withdrew their objections to the Motion are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims and Interests who did object and did not withdraw their objections to the Motion, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

U. The Debtor, to the extent permitted by applicable law, may transfer the Transferred Assets free and clear of all Claims and Interests, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied.

V. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, if (a) the transfer of the Transferred Assets was not free and clear of all Claims and Interests, or (b) the Buyer would, or in the future could, be liable for or subject to any such Claims and Interests.

W. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly orders that none of the Buyer, its respective Affiliates, its respective present or contemplated members or shareholders, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff (except for setoffs exercised prior to the Petition Date), or otherwise, directly or indirectly, any Claims and Interests.

X. Not transferring the Transferred Assets free and clear of all Claims and Interests would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Transferred Assets other than pursuant to a transfer that is free and clear of all Claims and Interests would be of substantially less benefit to the Debtor's estate.

Y. No Successor, Transferee, or Similar Liability. As a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Transferred Assets, (a) neither the Buyer nor any of its Affiliates shall be deemed to be a mere continuation of the Debtor or its estate, nor shall there be deemed to be a continuity or common identity between the Buyer, the Debtor, or any of its Affiliates, or any continuity of enterprise between the Buyer, the Debtor, or any of their respective Affiliates; (b) neither the Buyer nor any of its Affiliates shall be deemed to be holding themselves out to the public as a continuation of the

Debtor; and (c) neither the Buyer nor any of its Affiliates are to be deemed a successor to the Debtor or its estate and none of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or de facto merger of the Buyer or any of its Affiliates with or into the Debtor. There is not substantial continuity between the Buyer on the one hand, and the Debtor and/or its estate, on the other. There is no continuity of enterprise between either the Buyer, on the one hand, and the Debtor and/or its estate, on the other. The Buyer is not (a) a mere continuation of the Debtor or its estate or (b) a successor to the Debtor or its estate.

Z. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Buyer, its Affiliates, the present or contemplated members or shareholders of the Buyer, and its Affiliates, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and Interests relating to any U.S. federal, state or local income tax liabilities, that the Debtor may incur in connection with consummation of the Sale Transaction, or that the Debtor has otherwise incurred prior to the consummation of the Sale Transaction.

AA. Validity of Transfer. The consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(f), and 365(n) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement, including without limitation, the Sale Transaction.

BB. The Purchase Agreement has been duly and validly executed and delivered by the Debtor and, subject to the terms of the Purchase Agreement, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 or chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

CC. Compelling Circumstances for an Immediate Sale. To maximize the value of the Transferred Assets, it is essential that the transactions contemplated by the Purchase Agreement occur within the time constraints set forth therein. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d) with respect to the Sale Transaction. The transactions contemplated by the Purchase Agreement neither impermissibly restructure the rights of the Debtor's creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtor (any such chapter 11 plan, the "Plan"), and therefore, do not constitute a sub rosa plan.

DD. The legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as Exhibit 1 and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

A. Approval of the Purchase Agreement

3. The Purchase Agreement, all other ancillary documents related thereto or contemplated thereby that have been filed with the Court, if any, and all of the terms and conditions thereof, including, all of the transactions contemplated therein, are hereby approved. The consummation of the Sale Transaction is hereby authorized under sections 105, 363, and 365 of the Bankruptcy Code.

4. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor and its respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or reasonable to perform, consummate, implement, and close the Sale Transaction, including, without limitation, the (a) sale to the Buyer of all Transferred Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order, and (b) execution, acknowledgment, and delivery of such deeds, assignments, conveyances, and other assurances, documents and instruments of transfer, and any action for purposes of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, the Transferred Assets, all without further order of this Court. The Debtor is further authorized and directed to pay, without further order of this Court, whether before, at, or after the Closing Date, any expenses or costs that are required to be paid by the Debtor under the Purchase Agreement,

this Order, or the Bidding Procedures Order, in order to consummate the Sale Transaction or perform its obligations under the Purchase Agreement.

5. All persons and entities (and their respective Affiliates, agents, successors and assigns), including, without limitation, the Debtor, the Debtor's estate, any and all debt security holders, including the Replacement DIP Lender, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors who may or do hold claims or other Claims and Interests against the Debtor or the Transferred Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Transferred Assets, the operation or ownership of the Transferred Assets by the Debtor prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, enjoined, and estopped from asserting or pursuing such claims or other Claims and Interests against the Buyer, its Affiliates, successors, assigns, or property, or the Transferred Assets, including, without limitation, taking any of the following actions with respect to any claims or other Claims and Interests: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Transferred Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Transferred Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (c) creating, perfecting, or enforcing any claim or other Claim or Interest against the Transferred Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; (d) asserting a claim or other Claim or Interest as a setoff (except for setoffs exercised prior to the Petition Date), or right of subrogation, of any kind against any obligation due against Transferred Assets, Buyer, its Affiliates, any of their respective

successors, assigns, and properties; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Transferred Assets to the Buyer in accordance with the terms of this Order and the Purchase Agreement. Following the Closing Date, no holder of any Claim or Interest in or against the Debtor or the Transferred Assets shall interfere with the Buyer's title to or use and enjoyment of the Transferred Assets based on or related to any such Claim or Interest or based on any action or omission of the Debtor, including any action or omission of the Debtor in this Chapter 11 Case or any successor cases. No such Person shall assert or pursue any such claim or other Claim or Interest against the Buyer or its Affiliates, successors or assigns.

6. The sale of the Transferred Assets to the Buyer under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Transferred Assets are located, and the sale of the Transferred Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories 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.

B. Transfer of the Transferred Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Transferred Assets shall be sold free and clear of all Claims and Interests, with all such Claims and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtor with the same validity,

force, priority, and effect which they now have as against the Transferred Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

8. On the Closing Date, all of the Debtor's right, title, and interest in and to, and possession of, the Transferred Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims and Interests. Such transfer shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Buyer with, all of the Debtor's right, title, and interest in and to, and possession of the Transferred Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Transferred Assets are authorized and directed to surrender possession of the Transferred Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

9. If, after the Closing Date, Buyer or the Debtor becomes aware that any asset or right that constitutes a Transferred Asset was not delivered to Buyer on the Closing Date (collectively, "**Omitted Assets**"), then the Debtor is authorized and directed to promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then the Debtor shall obtain or structure an arrangement for Buyer to receive (or for the Debtor and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be exclusive, worldwide, perpetual, irrevocable, and fully paid), sub-assignment, or by other means, the economic and operational claims, rights, and benefits of ownership of such Omitted Assets, including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case, for no additional consideration.

10. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, 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; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction.

11. The Debtor is authorized and directed to execute such documents as may be necessary to release any Claims and Interests of any kind against the Transferred Assets as such Claims and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims and Interests against or in the Transferred Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Interests that such person or entity has with respect to the Transferred Assets, (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Transferred Assets; (b) the Buyer is hereby authorized (but not required) to file, register, or otherwise record a copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims and Interests against the Buyer and the applicable Transferred Assets; (c) the Debtor's creditors and the holders of any Claims and Interests, including the Replacement DIP Lender, are

authorized to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims and Interests in the Transferred Assets; (d) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all such Claims and Interests with respect to the Transferred Assets. If any of the Debtor's creditors or any other holders of any Claims and Interests fail to execute any such documents or instruments or take any such actions, the Buyer is authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Claims and Interests. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Transferred Assets free and clear of Claims and Interests shall be self-executing, and neither the Debtor nor the Buyer 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.

12. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Transferred Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Buyer with respect to the Transferred Assets as of the Closing Date. To the extent the Buyer cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Buyer, with assistance from the Debtor to the extent required under the Purchase Agreement, works promptly and diligently to apply for and secure all necessary government approvals for new

issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer.

13. No Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Transferred Assets on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale Transaction to the extent that any such action by a Governmental Unit or any representative thereof would violate section 525 of the Bankruptcy Code.

C. No Successor Liability

14. Upon the Closing Date, except as provided in the Purchase Agreement, the entry of this Order and the approval of the terms of the Purchase Agreement shall mean that the Buyer (and any of its Affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Transferred Assets, shall not be deemed to: (a) be a legal successor or successor employer to the Debtor (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtor, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, de facto, or otherwise, merged or consolidated with or into the Debtor; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor, including, in the case of each of (a)–(c), without limitation, (i) within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the

WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("**WARN**"), to the greatest degree allowed by applicable law, the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* or (ii) in respect of (1) to the greatest degree allowable by applicable law, any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, (2) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtor for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or (3) any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

15. Without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Order, neither the Buyer nor any of its Affiliates shall have any responsibility for any (a) liability or other obligation of the Debtor related to the sale and transfer of the Transferred Assets to the Buyer other than the Assumed Liabilities, or (b) claims against the Debtor or any of its predecessors or Affiliates. By virtue of the Buyer's purchase of the Transferred Assets, neither the Buyer nor any of its Affiliates shall have any liability whatsoever with respect to the Debtor's (or its predecessors' or Affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or Affiliates') obligations 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 antitrust, to the greatest degree allowed by applicable law, environmental

(including, but not limited to, CERCLA), successor, or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, WARN) or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtor's employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Transferred Assets prior to the Closing Date (collectively, with the potential claims set forth in paragraph 14, "**Successor Liability**"). The Buyer would not have acquired the Transferred Assets but for the foregoing protections against Successor Liability.

D. Good Faith; Arm's Length Sale

16. The Purchase Agreement was negotiated and executed by the Debtor and the Buyer, and the transactions contemplated thereby, including, without limitation, the Sale Transaction, are and have been undertaken, by the Debtor, the Buyer and their respective representatives at arm's length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, or any term of the Purchase Agreement, and shall not permit the unwinding of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

17. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby, including, without

limitation, the Sale Transaction, to be avoided, or for damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Transferred Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

E. Related Relief

18. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtor that are approved by this Order, including, without limitation, the Purchase Agreement and the Sale Transaction.

19. The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

20. This Order and the Purchase Agreement shall be binding in all respects upon all pre-petition and post-petition creditors of the Debtor, all interest holders of the Debtor, any Court-appointed committee, all successors and assigns of the Debtor and its Affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in this Chapter 11 Case or upon a conversion of this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. This Order shall be binding in all respects upon, and shall inure to the benefit of, all successors and assigns of the Buyer.

21. This Court retains jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to

the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

22. The Purchase Agreement, Transaction Agreements, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court.

23. This Order is intended to constitute a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtor is not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtor and the Buyer may, each in its discretion and without further delay, take any action and perform any act authorized under this Order.

24. In the event of any inconsistency between this Order and the Purchase Agreement, and solely to the extent of such inconsistency, the terms of this Order shall control.

25. The provisions of this Order are non-severable and mutually dependent.

26. The provisions of this Order and any actions taken pursuant hereto shall survive and remain effective notwithstanding any order that may be entered (a) confirming any Plan in this Chapter 11 Case; (b) converting any of this Chapter 11 Case to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing any of this Chapter 11 Case.

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

Exhibit B-1

Equipment Lot 2 APA

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

SANGAMO THERAPEUTICS, INC.

and

SURPLUS SOLUTIONS, LLC

dated as of

August 11, 2026

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 6, 2026 by and between Surplus Solutions, LLC, a limited liability company ("Buyer") and Sangamo Therapeutics, Inc., a Delaware corporation ("Seller"). Capitalized terms used but not defined in the context in which they are used shall have the respective meanings assigned to such terms in Section 12.14.

WHEREAS, on June 23, 2026, Seller filed a voluntary petition for relief commencing a 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" and the case arising under such petition, the "Bankruptcy Case");

WHEREAS, Buyer desires to purchase and accept, and Seller desires to sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer, all of the Transferred Assets, and Buyer is willing to assume, and Seller desires to assign and delegate to Buyer, 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, subject to Buyer's right to assign its rights and obligations hereunder to one of more of its Affiliates (such sale and purchase of the Transferred Assets and such assignment and assumption of the Assumed Liabilities, the "Transaction");

WHEREAS, certain of the obligations of Seller under this Agreement are conditioned upon the approval of the Bankruptcy Court in accordance with Article II; and

WHEREAS, the board of directors (or similar governing body) of Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the Transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties, and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Purchase and Sale of the Transferred Assets. Pursuant to Sections 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the other Transaction Documents and in the Sale Order, at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, all of Seller's right, title, and interest as of the Closing in, to, and under the Transferred Assets, free and clear of all Liens other than Permitted Liens to the maximum extent permitted by Section 363 of the Bankruptcy Code. "Transferred Assets" means all of the assets that are set forth on Schedule 1.1(a) and the Contracts set forth on Schedule 1.1(b) that are assigned to Buyer (the "Assigned Contracts"), including all goodwill associated with the Transferred Assets, but for the avoidance of doubt excluding the Excluded Assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey, or deliver, and Seller shall retain all right, title, and interest to, in and under all assets, properties, interests, and rights of Seller, that are not Transferred Assets (collectively, the "Excluded Assets").

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with Section 4.1, Buyer shall assume from Seller (and, from and after the Closing Date, pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller shall convey, transfer, and assign to Buyer, only the following Liabilities, without duplication and only to the extent not paid, performed, discharged, or otherwise satisfied on or prior to the Closing Date (collectively, the "Assumed Liabilities"):

(a) all Liabilities of Seller arising out of or relating to the Transferred Assets, including the Assigned Contracts, that become due from and after the Closing Date; and

(b) payment of all Cure Costs, if any, in connection with the assumption and assignment of any Assigned Contract; and

(c) all Taxes arising out of the ownership of the Transferred Assets or the Assumed Liabilities attributable to taxable periods, or portions thereof, beginning after the Closing Date.

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability that constitutes an "Excluded Liability".

1.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not assume, be obligated to pay, perform, or otherwise discharge any Liabilities, obligations or Claims that are not Assumed Liabilities (the "Excluded Liabilities"). All such Liabilities, obligations or Claims, whether known or unknown, direct or contingent, in litigation or threatened, or not yet asserted, shall be retained by and remain Liabilities, obligations or Claims of Seller.

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. Seller shall provide timely and proper written notice to all parties to any executory Contracts to which Seller is a party that are Assigned Contracts in accordance with the Bidding Procedures Order and take all other actions reasonably necessary to cause such Assigned Contracts to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code. The Sale Order shall provide that, as of and conditioned on the occurrence of the Closing, Seller shall assign to Buyer the Assigned Contracts, which assumption shall be effectuated in accordance with the Bidding Procedures Order. The Contract Assumption/Rejection Notice filed and served in accordance with the Bidding Procedures Order sets forth Seller's good-faith estimate of the amounts necessary to cure any defaults under each of the Assigned Contracts as determined by Seller based on Seller's books and records and as otherwise determined by the Bankruptcy Court ("Cure Costs"). At the Closing, Seller shall, pursuant to the Sale Order, Bidding Procedures Order, and the Transferred Assets' conveyance documents (including, without limitation, a bill of sale and an assignment and assumption agreement) assume and assign to Buyer (the consideration for which is included in the Consideration), all Assigned Contracts pursuant to Sections 363 and 365 of the Bankruptcy Code. At the Closing, Buyer shall (i) pay all Cure Costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts and (ii) assume, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to section 365 of the Bankruptcy Code. Buyer shall cooperate with Seller and shall provide Seller and its representatives, in accordance with the Bidding Procedures, evidence of its ability to provide adequate assurance of future performance as may be required under Section 365 of the Bankruptcy Code and payment by Buyer of the Cure Costs in respect of the Assigned Contracts.

(b) Non-Assignment. Buyer acknowledges that the Sale Order will authorize the assumption and assignment of the Assigned Contracts without the requirement of any consent by the parties thereto. To the extent any Assigned Contract is not assumable and assignable by Seller to Buyer under Section 365 of the Bankruptcy Code without the consent of the applicable counterparty thereto, Seller shall use its commercially reasonable efforts prior to the Closing to obtain all such required consents of third parties that are necessary for the consummation of the Transactions contemplated hereby (the "Third Party Consents"). If a Third Party Consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect the rights thereunder so that Buyer would not receive all such rights, Seller shall continue to use its commercially reasonable efforts (at Buyer's expense) to obtain such Third Party Consents following the Closing and, until obtained, use its commercially reasonable efforts after Closing to provide to Buyer the benefits under any such Assigned Contract or any claim or right including, without limitation, enforcement for the benefit of Buyer of any and all rights of Seller against a third party thereto arising out of the default or cancellation by such third party or otherwise. If a non-debtor Contract counterparty objects to the proposed Cure Costs asserted by Seller with regard to any Assigned Contract, such contract shall be deemed a "Disputed Contract". In no event shall Seller settle a Cure Costs objection with regard to any Assigned Contract without the express written consent of Buyer (with an email consent being sufficient). In the event that the Seller and a non-debtor counterparty to a Disputed Contract cannot resolve any objection to the proposed Cure Cost asserted by Seller, the Disputed Contract may be assumed by the Seller and assigned to the Buyer, provided that the Seller shall segregate from the Closing Date Payment the Cure Cost that the non-debtor contract counterparty asserts is required to be paid, pending a resolution of the dispute by the Bankruptcy Court or mutual agreement by the parties. Any objection to the proposed assumption and assignment of a contract or related Cure Cost proposed in connection with the Transaction that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing (or at a later date as fixed by the Bankruptcy Court). Upon entry of a Final Order determining any Cure Costs regarding any Disputed Contract, Buyer shall have the option to designate the Disputed Contract as an Excluded Asset, in which case, for the avoidance of doubt, Buyer shall not assume the Disputed Contract and shall not be responsible for the associated Cure Costs, if any, or any Liabilities or obligations arising after the Closing Date with respect to or arising out of such Disputed Contract. Seller agrees that it will promptly take such commercially reasonable actions as are necessary to obtain a Final Order providing for the assumption and assignment of Assigned Contracts.

ARTICLE II
BANKRUPTCY COURT APPROVAL AND OTHER MATTERS

2.1 Sale Process. From the date hereof (and any prior time) and until the transactions contemplated hereby are consummated, Seller is permitted to and to cause its representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by any Person (in addition to Buyer and its Affiliates and representatives) in connection with submitting any Qualified Bid in accordance with the Bidding Procedures Order. In addition, Seller shall have the authority to respond to any inquiries or offers with respect to a Qualified Bid and perform any and all other acts related thereto to the extent any such act is not in violation of the Bidding Procedures Order or the Bankruptcy Code. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids in respect of the Transferred Assets, as determined by Seller in accordance with the Bidding Procedures Order.

2.2 Bankruptcy Court Matters; Entry of Order Approving Sale. On June 23, 2026, Seller filed the Sale Motion.

(b) If this Agreement and the sale of the Transferred Assets to Buyer on the terms and conditions hereof are determined to be the "highest or otherwise best offer" in accordance with the Bidding

Procedures Order, the Sale Order shall be in accordance with the terms of this Agreement, and shall, among other things:

(i) approve this Agreement (as may be amended following an Auction, if one is held and Buyer presents the Successful Bid (as such term is defined in the Bidding Procedures)) and the execution, delivery, and performance by Seller of this Agreement and the other instruments and agreements contemplated hereby;

(ii) approve and direct the sale and transfer of the Transferred Assets to Buyer and approve and direct the assumption and assignment of the Assigned Contracts to Buyer free and clear of all Liens, Claims or interests, based on appropriate findings and rulings pursuant to, *inter alia*, Sections 363(b), 363(f), 363(m) and 365 of the Bankruptcy Code including, but not limited to, Sections 365(h), 365(i), 365(l) and 365(n) of the Bankruptcy Code and the release of Buyer of any rights otherwise associated with, and which may otherwise be to the benefit of, any third parties;

(iii) include a finding that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code;

(iv) include a finding that Buyer is not deemed to be a successor to Seller, to have, de facto or otherwise, merged with or into Seller or to be a mere continuation of Seller;

(v) include a finding that the Consideration is a fair and reasonable price for the Transferred Assets;

(vi) include a finding that Buyer will not have any derivative, successor, transferee or vicarious Liability for Liabilities of Seller or its Affiliates by reason of any theory of Law or equity (whether under federal or state Law or otherwise) as a result of the transactions contemplated by this Agreement including, but not limited to, any Liabilities on account of transfer Taxes, except as expressly assumed by Buyer in this Agreement;

(vii) include a finding that, to the maximum extent permitted by the Bankruptcy Code, the so-called "bulk sales," "bulk transfer" or similar Laws in any applicable jurisdictions do not apply;

(viii) include a finding confirming the adequacy of notice to all creditors and parties in interest and parties to any executory Contract, unexpired lease or right of entry; and

(ix) include provisions for the retention of jurisdiction in the Bankruptcy Court over matters relating to the transactions contemplated in this Agreement including matters relating to title to the Transferred Assets and claims against the Transferred Assets which arose or were based on facts or occurrences prior to the Closing. Furthermore, the Sale Order shall not have been reversed, stayed, modified or amended.

(c) Within 24 hours following the closing of the Auction, if one is held, Seller shall file with the Bankruptcy Court and provide notice of the Successful Bid and the Successful Bidder, as such terms are defined in the Bidding Procedures, in accordance with the Bidding Procedures.

ARTICLE III
INSTRUMENTS OF TRANSFER AND ASSUMPTION

At the Closing, Seller will deliver to Buyer (a) one or more bills of sale as may be reasonably required by and acceptable to Buyer, (b) one or more assignment and assumption agreements as may be reasonably required by and acceptable to Buyer, (c) one or more intellectual property assignment agreements as may be reasonably required by and acceptable to Buyer, and (d) all such other good and sufficient instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement as shall be necessary to vest in Buyer (or its designee(s)) all of Seller's right, title and interest in, to and under the Transferred Assets.

ARTICLE IV
CONSIDERATION; ALLOCATION

4.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the "Consideration") to be paid by Buyer for the purchase of the Transferred Assets shall be:

(i) the assumption of Assumed Liabilities; and

(ii) the sum of:

(A) a cash payment (the "Cash Payment") equal to Two Million Three Hundred Thousand Dollars ($2,300,000.00), *plus*

(B) the payment of Cure Costs.

(b) At the Closing, Buyer shall deliver, or cause to be delivered to Seller, the Cash Payment *less* the Deposit (the "Closing Date Payment"). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable party to (or for the benefit of) whom such payment is to be made at least two (2) Business Days prior to the date such payment is to be made.

4.2 Deposit.

(1) (a) Buyer has, on or prior to the date hereof, made an earnest money deposit with Verita Global LLC (the "Escrow Agent") in an amount equal to One Hundred Seventy-Five Thousand Dollars ($230,000.00) (the "Deposit"), by wire transfer of immediately available funds for deposit into a separate, segregated non-interest bearing escrow account maintained by the Escrow Agent as contemplated under the Bidding Procedures Order. Except with respect to the liens granted to the Debtor's DIP lender in this Chapter 11 Case pursuant to a Final Order of the Bankruptcy Court, which liens shall attach to any and all of the Debtor's rights and interests in the Deposit, the Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller or Buyer and shall be applied against payment of the Consideration on the Closing Date. The Deposit shall be released by the Escrow Agent and delivered to either (x) Purchaser or (y) Seller, as follows:

(ii) If this Agreement has been terminated by Seller pursuant to Sections 11.2(d), 11.2(e) or 11.2(f) or by Buyer pursuant to Sections 11.2(b) or 11.2(c), in each case, in circumstances where Seller would be entitled to terminate this Agreement pursuant to Sections 11.2(d) or 11.2(e), then Seller shall be entitled to retain the Deposit together with all received investment income, if any.

(iii) If this Agreement has been terminated by either party, other than as contemplated by Section 4.2(1), then the Deposit, together with all received investment income, if any, shall be returned to Buyer within five (5) Business Days after such termination.

(b) The parties agree that Seller's right to retain the Deposit, as set forth in Section 4.2(1), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

(c) If the Closing occurs, the Deposit shall be transferred to Seller.

4.3 Withholding. Buyer shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement.

4.4 Allocation. Within ninety (90) days following the Closing, Buyer shall deliver to Seller a proposed allocation of the Consideration among the Transferred Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Allocation"). Buyer and Seller shall negotiate in good faith to finalize such Allocation no later than forty-five (45) days after Buyer's delivery of the proposed Allocation to Seller. If Buyer and Seller agree upon the Allocation: (a) Seller and Buyer shall file their respective IRS Forms 8594 (as and to the extent applicable) and all federal, state and local Tax Returns in a manner consistent with the Allocation and not take any position inconsistent with the Allocation in any Tax-related audit, examination or other proceeding (whether administrative or judicial) unless required by applicable Law, and (b) if any party receives any notice from a taxing authority in respect of an audit, examination or other proceeding (whether administrative or judicial) regarding any allocation of the Consideration or otherwise proposing an allocation different from the Allocation, such party shall notify the other parties of such notice and provide such other parties with a copy of such notice, and the parties hereto shall cooperate with each other in good faith regarding the resolution of any such matter. If Buyer and Seller are unable to mutually agree upon a final Allocation, then the parties shall have no further obligation under this Section 4.4, and each party shall make its own determination of such allocation for financial and tax reporting purposes, which determination, for the avoidance of doubt, shall not be binding on the other party.

ARTICLE V
CLOSING

Subject to the terms and conditions hereof, the closing of the Transactions contemplated by this Agreement (the "Closing") shall take place virtually (by delivery of executed documents via pdf, DocuSign or other electronic means), no later than the third Business Day following the date on which all conditions to Closing set forth in Article IX and Article X have been satisfied or waived or at such other time or place as each party may mutually agree in writing (the date on which the Closing is actually held, the "Closing Date"). If it occurs, the Closing shall be effective as of 12:01 a.m. Eastern time on the Closing Date.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the disclosure schedule delivered by Seller to Buyer prior to the execution and delivery of this Agreement and consented to and agreed to by Buyer (the "Disclosure Schedule"), Seller represents and warrants to Buyer as of the date hereof as follows:

6.1 Organization, Qualification and Authority. Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware and under the Laws of each jurisdiction in which the ownership of the Transferred Assets makes such licensing or qualification necessary, except where the lack of such qualification would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Seller has all necessary power and authority to own and operate its properties and to carry on its business as is now being conducted in the Bankruptcy Case. Seller has the power and authority to execute and deliver and perform its obligations under this Agreement and the other Transaction Documents, and to undertake the Transactions contemplated hereby and thereby.

6.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. The execution, delivery, and performance of this Agreement and the other Transaction Documents by Seller and the transfer or assignment of the Transferred Assets to Buyer have been duly and validly authorized and approved by all necessary corporate or other entity action. This Agreement and each of the Transaction Documents constitute Seller's legal, valid and binding obligations, enforceable against Seller (to the extent it is a party thereto) in accordance with their respective terms, subject to Laws of general application relating to the rights of creditors generally and the availability of equitable remedies. Subject to order of the Bankruptcy Court and pursuant thereto, Seller has full power, right and authority to sell, transfer and convey to Buyer the Transferred Assets.

6.3 Title to Assets. Seller and its subsidiaries have good and valid title to, or in the case of leased assets, have good and valid leasehold interests in, the Transferred Assets free and clear of all Liens, other than Permitted Liens. Seller has the power and right to use, transfer, sell, convey, assign and deliver, and shall at Closing transfer, sell convey, assign and deliver to Buyer, the Transferred Assets, free and clear of all Liens, other than Permitted Liens. The delivery to Buyer at the Closing of the Transaction Documents, together with the Sale Order, will vest in Buyer good and marketable title to the Transferred Assets, free and clear of all Liens, other than Permitted Liens.

6.4 Legal Proceedings. Except as set forth on Schedule 6.4 of the Disclosure Schedule, there is no Legal Proceeding pending or, to the Knowledge of Seller, threatened in writing against or affecting Seller or the Transferred Assets (a) that challenges or that is reasonably expected to have the effect of preventing, making illegal or otherwise delaying with any of the transactions contemplated by this Agreement; or (b) that is related to the Transferred Assets or Assumed Liabilities.

6.5 No Violation of Laws or Agreements. Subject to order of the Bankruptcy Court, the execution and delivery by Seller of this Agreement and the Transaction Documents contemplated hereby, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated herein and therein will not, to the Knowledge of Seller, (a) violate any Laws or any judgment, decree, order, regulation or rule of any court or Governmental Entity to which Seller is subject; (b) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, acceleration or cancellation of any Assigned Contract, license, Permit, franchise or other instrument to which Seller is a party and which relates to any of the Transferred Assets; or (c) contravene, conflict with or result in a violation of any provision of any organizational documents of Seller, except in the case of the foregoing clauses (a) and (b), that would not, individually or in the aggregate, have or be reasonably expected to have

a Material Adverse Effect. Subject to entry of the Bidding Procedures Order and Sale Order, except (x) for notices, filings and consents required in connection with the Bankruptcy Cases, and (y) for the notices, filings and consents set forth on Section 6.5 of the Disclosure Schedule, Seller is not required to give any notice to, make any registration, declaration or filing with or obtain any consent, waiver or approval from, any Person (including any Governmental Entity) in connection with the execution and delivery of this Agreement and each of the Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby.

6.6 Compliance with Laws. Seller is, and to the Knowledge of Seller, at all times in the last three (3) years have been, in compliance in all material respects with all Laws applicable to Seller or relating to or affecting the Transferred Assets. In the last three (3) years, Seller has not received any written notice to the effect that or, to Seller's Knowledge, is under investigation with respect to, any applicable Law, except for any such violations or failures to comply that would not, individually or in the aggregate, have or be reasonably expected to have a Material Adverse Effect.

6.7 Service of Bankruptcy Documents. Seller has appropriately and timely served all parties in interest with copies of the sale and bid procedures motion and applicable notices in accordance with the Bidding Procedures Order.

6.8 Assigned Contracts. Each Assigned Contract is in full force and effect and is a valid and binding obligation of Seller and, to the Knowledge of Seller, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency or other similar Laws affecting creditors.

6.9 Brokers. Except for Raymond James, whose fees are to be paid by Seller, there is no other investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller or any of its subsidiaries who might be entitled to any fee or commission from any of Seller or any of its subsidiaries in connection with any of the transactions contemplated by this Agreement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

7.1 Organization, Qualification and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of its formation. Buyer has all necessary limited liability company power and authority to (a)(a) own and operate its properties, (b)(b) carry on its business as it is now being conducted, and (c)(c) perform its obligations under this Agreement and the other Transaction Documents, and to undertake and carry out the transactions contemplated hereby and thereby.

7.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. All necessary consents and approvals have been obtained by Buyer for the execution and delivery of this Agreement, the Transaction Documents and Buyer's participation in the Auction. The execution, delivery and performance of this Agreement and the other Transaction Documents in accordance with its terms by Buyer have been duly and validly authorized and approved by all necessary limited liability company action. Buyer has full limited liability company power, right and authority to acquire the Transferred Assets. This Agreement is, and each of the other Transaction Documents when so executed and delivered will be, a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency or other similar Laws affecting creditors.

7.3 Brokers. Buyer has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Buyer that is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Transferred Assets.

7.4 No Violation of Laws or Agreements. The performance by Buyer of its obligations contemplated hereunder and the consummation by Buyer of the transactions contemplated herein will not violate (a) any Laws or any order, writ, injunction, decree, judgment, award, consent, settlement, stipulation, regulation or rule of any court or Governmental Entity to which Buyer is subject; or (b) contravene, conflict with or result in a violation of any provision of any organizational documents of Buyer.

7.5 Financing. Buyer has, or will at the time any payment is required, sufficient funds available to deliver the Consideration to Seller and consummate the Transactions, including the timely satisfaction of the Assumed Liabilities.

7.6 Adequate Assurances Regarding Assigned Contracts. As of the Closing, Buyer will be capable of satisfying the adequate assurance of future performance conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts.

7.7 Reliance.

(a) Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Seller, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Seller for such purpose. Buyer acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own review, investigation and inspection of the Transferred Assets and Seller's business and the express representations and warranties of the Seller set forth in Article VI of this Agreement (including the related portions of the Disclosure Schedule) and disclaims reliance on any other representations and warranties of any kind or nature express or implied (including, but not limited to, any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Seller); and (ii) neither Seller nor any other Person has made any representation or warranty as to the Seller or its business or the accuracy or completeness of any information regarding the Seller furnished or made available to Buyer and its representatives, except as expressly set forth in Article VI of this Agreement (including the related portions of the Disclosure Schedule).

(b) In connection with the due diligence investigation of the Seller by Buyer and its Affiliates, stockholders, directors, managers, officers, employees, agents, representatives or advisors, Buyer and its Affiliates, stockholders, directors, managers, officers, employees, agents, representatives and advisors have received and may continue to receive after the date hereof from the Seller and its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives and advisors certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Seller and its businesses and operations. Buyer hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that Buyer will have no claim against Seller, or any of its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives or advisors, or any other Person, with respect thereto, including as to the accuracy or completeness of any information provided. Accordingly, Buyer hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in Article VI of this Agreement, neither

Seller, nor any of its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives or advisors has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans.

ARTICLE VIII
COVENANTS AND AGREEMENTS

8.1 Conduct of Business. Except as otherwise expressly contemplated by this Agreement or with the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, from the date hereof until the Closing Date, Seller shall use commercially reasonable efforts to preserve intact the Transferred Assets and comply in all material respects with all applicable Laws. Without limiting the generality of the foregoing (but subject to the express limitation set forth in the immediately preceding sentence), Seller will, other than with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed, refrain from doing any of the following:

(a) dispose of, transfer, assign, mortgage, encumber or license, any Transferred Asset other than in the Ordinary Course of Business;

(b) except as otherwise provided or required in this Agreement, terminate or amend any Assigned Contract or waive, release or assign any rights, obligations or claims thereunder; or

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

8.2 Access to Information. From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall (i) cooperate with Buyer and shall give Buyer and its representatives (including Buyer's accountants, consultants, counsel, and employees), upon reasonable notice and during normal business hours, access to the properties, Contracts, facilities, employees, books, documents, records, financial and operating data, and other information of Seller to the extent relating to the Transferred Assets, the Assumed Liabilities and any other aspect of this Agreement, and shall cause its officers, employees, agents and representatives to furnish to Buyer all available documents, records and other information (and copies thereof), to the extent relating to the Transferred Assets, the Assumed Liabilities, and any other aspect of this Agreement, in each case, as Buyer may reasonably request (and Seller shall use commercially reasonable efforts to obtain any and all consents necessary or advisable, including with respect to personnel files, to permit the sharing of such information under applicable Laws); (ii) furnish to Buyer and its representatives (including Buyer's accountants, consultants, counsel and employees) such information as Buyer or its representatives (including Buyer's accountants, consultants, counsel and employees) reasonably request; and (iii) cooperate reasonably with Buyer in its investigation of the Transferred Assets.

8.3 Public Announcement. Unless otherwise required by applicable Law or by obligations of Seller or Buyer 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, and subject to the provisions of the Bankruptcy Code and Seller's right to make such filings and disclosures as are necessary in connection with the Bankruptcy Case including, without limitation, marketing the Transferred Assets in accordance with the Bidding Procedures Order, no party hereto shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto (which will not be unreasonably withheld or delayed), unless counsel to such party advises that such announcement or statement is required by Law (in which case the parties hereto shall make reasonable efforts to consult with each other prior to such required announcement). Notwithstanding the foregoing, Seller shall be permitted,

without the prior written consent of Buyer, to make any commercially reasonable public announcement, press release, court filing, notice, or other public communication that: (i) is required by the Bankruptcy Court, any Order of the Bankruptcy Court (including the Bidding Procedures Order), or any provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure; (ii) relates to the marketing of the Transferred Assets, the solicitation of Qualified Bids (as such term is defined in the Bidding Procedures), the Auction (if any) to be conducted pursuant to the Bidding Procedures Order, the Bidding Procedures, the auction timeline or schedule, the Sale Hearing, or the deadline for submitting Qualified Bids; or (iii) constitutes a filing with, notice or submission to or communication directed to the Bankruptcy Court or any party in interest in the Chapter 11 case.

8.4 Taxes.

(a) Seller shall be responsible for all Taxes arising out of the ownership of the Transferred Assets or the Assumed Liabilities attributable to taxable periods, or portions thereof, ending on or before the Closing Date, all of which shall, for the avoidance of doubt, be Excluded Liabilities.

(b) Notwithstanding anything to the contrary in this Agreement, all sales, use, excise, documentary, stamp, value added, recordation, license, conveyance and other similar transfer Taxes with respect to the Transaction ("Transfer Taxes"), shall be borne by Buyer. Buyer shall timely file any Tax Return or other document with respect to any Transfer Taxes and shall timely pay or otherwise discharge such Transfer Taxes. Seller shall cooperate, as reasonably requested by Buyer, with respect to obtaining any exemption from or reduction in the amount of any Transfer Tax. Buyer shall indemnify and hold harmless Seller and its affiliates from any Taxes, expenses or other losses incurred with respect to Transfer Taxes or related Tax Returns.

(c) Seller and Buyer shall, upon prior written request (at the requesting party's expense): (i) provide the other with such assistance as may be necessary in connection with the preparation of any Tax Return, any audit or other examination by any taxing authority or any judicial or administrative proceeding with respect to Taxes, (ii) retain and provide the other with any records or other information which may be relevant to such return, audit, examination or proceeding, and (iii) provide the other with any final determination of any such audit or examination proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be maintained confidentially).

8.5 Further Assurances; Post-Closing Access. Subject to the other provisions hereof, Seller shall use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and shall cooperate in a commercially reasonable manner with each other party hereto and its representatives in connection with any reasonable action required to be taken as a part of its obligations hereunder. From time to time after the Closing, each of Buyer and Seller, at the request of the other, will execute and deliver such other instruments of conveyance and transfer or other instruments or documents, and take or arrange for such other actions, as may reasonably be required to effect any of the transactions contemplated by this Agreement; provided that, notwithstanding anything to the contrary in this Section 8.5 or any other provision of this Agreement, neither Buyer nor Seller shall be required to execute any document or take any action that would increase the Liability or obligation of the party of whom such document or action is requested beyond that such party would have pursuant to the other provisions of this Agreement, require or cause the party of whom such action or document is requested to initiate, join in or otherwise become a party to any Legal Proceeding, or cause such party to incur any material cost or expense that is not already imposed upon it

by another provision of this Agreement; provided, further that Seller's obligations terminate upon the effective date of a confirmed plan of liquidation, or conversion or dismissal of the Bankruptcy Case.

8.6 Confidentiality. Buyer acknowledges that it has had access to and the use of confidential materials and information and trade secrets concerning the Transferred Assets, and that the protection of such confidential materials and information and trade secrets is necessary to protect and preserve the value of the Transferred Assets after the Closing. Until the Closing, Buyer shall not use, for itself or others, or disclose, divulge or convey to others (other than its representatives including, without limitation, its counsel), except as necessary to fulfill its obligations under this Agreement or Buyer's Transaction Documents, any proprietary or confidential information or data related to the Transferred Assets. Confidential information and data shall include proprietary or confidential matters not published or generally known in the relevant trade or industry such as and including information about prices, costs, purchasing, profits, markets, sales or customer lists, future developments or future marketing, or merchandising but shall not include any information or data (a) that is generally available to the public (other than as a result of the disclosure directly or indirectly by Buyer or its representatives or agents), (b) that is made available to Buyer by a third party on a non-confidential basis provided that to Buyer's knowledge, such third party is not bound by a confidentiality agreement, or other obligation of secrecy to, with respect to such information, or (c) that is independently developed after Closing by Buyer without reference to any confidential information protected hereunder. From and after the Closing, Seller shall, and shall cause its Representatives to, hold in confidence any and all information, whether written or oral, concerning the Transferred Assets or the businesses, except information (a) that is generally available to the public (other than as a result of the disclosure directly or indirectly by Seller or its representatives or agents), (b) that is made available to Seller by a third party on a non-confidential basis provided that to the Knowledge of Seller, such third party is not bound by a confidentiality agreement, or other obligation of secrecy to, with respect to such information, (c) that is independently developed after Closing by Seller without reference to any confidential information protected hereunder or (d) that is required to be disclosed in the Bankruptcy Case. If any party is compelled to disclose any information by any action or by other requirements of Law or order, such party shall promptly notify the other party in writing and shall disclose only that portion of such information which the party is, based on advice of counsel, legally required to be disclosed, provided that such party shall, at the other party's expense, use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

8.7 No Survival of Representations and Warranties. The representations and warranties of Seller and Buyer contained in this Agreement shall terminate as of the Closing. The parties hereto agree that the covenants contained in this Agreement to be performed (i) prior to the Closing shall expire at the Closing and (ii) at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each party to this Agreement will be liable to the other parties after the Closing for any breach thereof.

8.8 Treatment of Contracts. Notwithstanding anything contained herein to the contrary, during the pendency of the Bankruptcy Case, Seller shall not reject or transfer any Assigned Contract that is listed on Schedule 1.1(b) without first obtaining Buyer's prior written consent. In the event that any of the parties to this Agreement discovers a Contract related to the business of Seller, the Transferred Assets or the Assumed Liabilities (whether prior to, on or following the Closing) and such Contract (i) was not set forth on Schedule 1.1(b), (ii) is a Contract which Buyer wishes to assume the rights and obligations of, and (iii) has not been rejected by Seller (with Buyer's prior written consent in compliance with the immediately preceding sentence), Buyer and Seller shall execute, acknowledge and deliver such other instruments and take such further actions as are reasonably practicable for Buyer or a designee of Buyer to assume the rights and obligations under such Contract as of the Closing (or, if applicable, as soon as reasonably practicable following the Closing), otherwise in accordance with Section 1.1.

8.9 Bankruptcy Court Approval of Sale. Seller and Buyer shall each use its commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of a Final Order of the Bankruptcy Court in the Bankruptcy Case in form and substance acceptable to Buyer containing the provisions set forth in Section 2.3.

ARTICLE IX
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

The obligations of Buyer under this Agreement with respect to the purchase and sale of the Transferred Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Buyer:

9.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Seller shall be true and correct in all respects on and as of the date hereof (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect. Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by them on or prior to the Closing.

9.2 Officer's Certificate. Seller shall have delivered to Buyer a certificate, duly executed by an executive officer of Seller (including incumbency certificates), certifying Seller's compliance with the conditions set forth in Section 9.1.

9.3 Transfer, Assignment and Assumption Documents. Seller shall have delivered to Buyer the bill of sale(s), assignment and assumption agreement(s), intellectual property assignment agreement(s) and other transfer documents required to be delivered pursuant to Article III, each duly executed by Seller.

9.4 Winning Bidder. Buyer shall have been deemed the Successful Bidder (as such term is defined in the Bidding Procedures Order) for the Transferred Assets at any Auction.

9.5 Release of Deposit. Seller shall have delivered to Buyer a joint written instruction, duly executed by Seller, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

ARTICLE X
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

The obligations of Seller under this Agreement with respect to the purchase and sale of the Transferred Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Seller:

10.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the date hereof (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date. Buyer shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by it on or prior to the Closing.

10.2 Officer's Certificate. Buyer shall have delivered to Seller a certificate, duly executed by an executive officer of Buyer (including incumbency certificates), certifying Buyer's compliance with the conditions set forth in Section 10.1.

10.3 Transfer, Assignment and Assumption Documents. Buyer shall have delivered to Seller the documents required to be delivered by Buyer, if any, pursuant to Article III, each duly executed by Buyer.

10.4 Bankruptcy Matters. The Sale Order shall have been entered by the Bankruptcy Court.

10.5 Winning Bidder. Buyer shall have been deemed the Successful Bidder for the Transferred Assets at any Auction.

10.6 Release of Deposit. Buyer shall have delivered to Seller a joint written instruction, duly executed by Buyer, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

ARTICLE XI
TERMINATION

11.1 Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a party of any termination rights afforded under this Agreement, if either party (the "Non-Breaching Party") believes the other (the "Breaching Party") to be in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice specifying in reasonable detail the nature of such breach, whereupon, if such breach is curable the Breaching Party, shall have ten (10) calendar days from the receipt of such notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party. If the breach is not cured within such time period, then the Non-Breaching Party's sole remedy shall be to terminate this Agreement if the breach is such that the condition set forth in Section 9.1 or Section 10.1, as applicable, shall not be satisfied (as provided in Section 11.2); provided, however, that the Non-Breaching Party shall not be entitled to terminate this Agreement if it is in material breach of this Agreement.

11.2 Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, unless Buyer is the Backup Bidder (as such term is defined in the Bidding Procedures), if the Bankruptcy Court enters an order approving the sale of the Transferred Assets to the Successful Bidder (as such term is defined in the Bidding Procedures);

(c) subject to the right to cure set forth in Section 11.1, by Buyer if Seller is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 9.1 shall not be satisfied, and Buyer has not waived such condition in writing on or before the Closing Date;

(d) subject to the right to cure set forth in Section 11.1, by Seller if Buyer is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 10.1 shall not be satisfied, and Seller has not waived such condition in writing on or before the Closing Date;

(e) by Seller or Buyer if the Closing shall not have occurred on or before the Outside Date, unless the failure to have the Closing on or before the Outside Date shall be due to the failure of the party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; or

(f) by Seller or Buyer, if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Final Order permanently restraining, prohibiting or enjoining Buyer or Seller from consummating the Transaction is entered.

11.3 Effect of Termination.

(a) Except as set forth in Section 11.3(b), if this Agreement is terminated as permitted by Section 11.2, such termination shall be without Liability of any party (or any stockholder, equityholder, director, officer, employee, agent, consultant or other representative of such party) to the other parties to this Agreement; provided, however, that the exclusion of Liability shall not apply to any party to this Agreement if a Final Order determines that such party improperly or wrongfully terminated this Agreement.

(b) The provisions of this Section 11.3 and Sections 11.4, 11.5, 12.1, 12.3, 12.6, 12.7, 12.8, 12.10, 12.13 shall survive any termination hereof pursuant to Section 11.2.

11.4 Fees and Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred by the parties in connection with obtaining Bankruptcy Court approval and consummation of this Agreement and the Transactions contemplated hereby shall be paid by the party incurring such cost or expense.

11.5 Certain Limitations. IN NO EVENT SHALL A PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT THAT ARE IN THE NATURE OF LOST PROFITS OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XII
MISCELLANEOUS

12.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.1):

If to Seller:

Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, CA 94804
Attention: Legal

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

Cooley LLP
55 Hudson Yards

New York, NY 10001
Attn: Cullen Speckhart; Lauren Reichardt; Lindsey O'Crump Crow
Email: cspeckhart@cooley.com; lreichardt@cooley.com; locrump@cooley.com

If to Buyer:

Surplus Solutions, LLC
2010 Diamond Hill Rd, Woonsocket, RI 02895
Attn: Chris Follett
Email: cfollett@ssllc.com

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

[To be completed, if applicable]
[To be completed, if applicable]
Attn: [To be completed, if applicable]
Email: [To be completed, if applicable]

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (Eastern time) in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

12.2 Expenses. Each party shall bear its own expenses and costs, including the fees and expenses of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby.

12.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, Seller and Buyer hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case have been closed, the state or federal courts located in the State of Delaware. Seller and Buyer each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

12.4 Assignment. This Agreement binds and benefits the parties and their respective successors and assignees. No party hereto shall have the right to freely assign any of its rights or delegate performance of any of its obligations under this Agreement, without the prior written consent of the other parties.

12.5 Successors and Assigns. Subject to Section 12.4, all agreements made and entered into in connection with this Transaction shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12.6 Amendments; Waivers. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto. Except as otherwise expressly set forth herein, no failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between or among any of the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

12.7 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement between the parties with respect to the subject matter contained herein and therein and supersede all prior agreements and understandings, both oral and written, between the parties with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibit and Disclosure Schedule (other than an exception expressly set forth as such in the Disclosure Schedule), the statements in the body of this Agreement will control.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile and/or PDF signatures shall be deemed original signatures.

12.9 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.10 Section Headings; Interpretation. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. As each party has participated in the drafting of this Agreement, any ambiguity shall not be construed against a party as the drafter. Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to", and (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement.

12.11 Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the parties hereto any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

12.12 Specific Performance. Buyer and Seller agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Bankruptcy Court without proof of actual damages or otherwise (and, to the fullest extent permitted by Law, each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity.

12.13 Disclosure Schedule and Exhibits. The Disclosure Schedule, Schedules, and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Schedule, Exhibit or in the Disclosure Schedule but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Seller set forth in any particular section of this Agreement are made and given subject to the disclosures contained in the corresponding section of the Disclosure Schedule, if any. Inclusion of the information in the Disclosure Schedule will not be construed

as an admission that such information is material to the business, operations or condition (financial or otherwise) of Seller.

12.14 Definitions. For purposes of this Agreement, the term:

(a) "Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the powers to direct or cause the direction of management or policies of a Person, through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(b) "Auction" means the auction contemplated by the Bidding Procedures Order.

(c) "Bidding Procedures" means those Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order.

(d) "Bidding Procedures Order" means the Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief (Docket No. 122) entered by the Bankruptcy Court on July 14, 2026.

(e) "Business Day" means any day on which banks are not required or authorized to close in the City of Richmond, California.

(f) "Claim" has the meaning under Section 101(5) of the Bankruptcy Code.

(g) "Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(h) "Contract" means any agreement, contract, note, mortgage, bond, indenture, lease, benefit plan, other instrument or other legally binding commitment or undertaking of any nature whether written or oral.

(i) "Final Order" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, that is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, request for reargument or further review or rehearing, or file a motion for stay, modification, or amendment has expired and no appeal, petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification, or amendment has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification or amendment that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification, or amendment has been or can be taken or granted.

(j) "GAAP" means generally accepted accounting principles in the United States as in effect on the date of this Agreement.

(k) "Governmental Entity" means any supranational, national, state, provincial, municipal, local, or foreign government, quasi-government, or any instrumentality, subdivision, court, administrative agency, bureau, department or commission or other authority thereof.

(l) "IRS" means the United States Internal Revenue Service.

(m) "Knowledge of Seller" or any other similar knowledge qualification in this Agreement means the actual knowledge of Sandy Macrae, Nathalie Dubois-Stringfellow, Stephanie J. Seiler and Phillip Ramsey.

(n) "Law" means any constitution, treaty, statute, law, principle or rule of common law, ordinance, order, rule or regulation of, administered or enforced by or on behalf of, any Governmental Entity.

(o) "Legal Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

(p) "Liability" means any claim, debt, liability, obligation, Tax or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due), whenever or however arising (including those arising out of any contract or tort, whether based on negligence, strict liability or otherwise), and including all costs and expenses related thereto.

(q) "Lien" means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, security interest, Claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non- contingent, material or non-material, known or unknown.

(r) "Material Adverse Effect" shall mean any effect that is materially adverse to the assets, liabilities, financial condition or existing business of the Seller; provided, however, that the fact that the Bankruptcy Case has been filed and that, accordingly, Seller has been conducting the Business in the Ordinary Course of Business as the same is being conducted as of the date of this Agreement in the Bankruptcy Case, shall not, in and of itself, be deemed to be a Material Adverse Effect; provided, further, that none of the following (individually or in combination) shall be deemed to constitute, or shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse effect resulting directly or indirectly from general business or economic conditions; (b) changes in securities or financial market conditions in the United States; (c) changes in general conditions in the industry in which Seller and its subsidiaries operate; (d) changes in general political or social conditions in the United States; (e) changes in GAAP affecting Seller; (f) the announcement, execution or delivery of the Agreement or the pendency or consummation of the transactions contemplated hereby, including any disruption in (or loss of) supplier, service provider, partner or similar relationships or any loss of employees; (g) any change in accounting requirements or principles or any change in applicable Laws or the interpretation thereof; (h) any adverse effect resulting directly or indirectly from (w) any action taken by the Seller at Buyer's direction, (x) any action taken by the Seller with Buyer's consent, (y) the failure to take any action that was not taken by the Seller because Buyer withheld its consent, (z) any action required to be taken pursuant to this Agreement; (i) the failure to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period, in and of itself; (j) any adverse effect resulting directly or indirectly from any breach by Buyer of any provision of this Agreement or the taking of any other action by Buyer; (k) any adverse effect resulting directly or indirectly from any acts of war (whether or not

declared), armed hostilities, sabotage or terrorism, or the escalation or worsening thereof; (l) any adverse effect resulting directly or indirectly from any acts of god, such as hurricanes, tornadoes, floods, earthquakes or other natural disasters; (m) the commencement of a case under Chapter 11 of Title 11 of the United States Code; (n) the sale process of Seller's business as contemplated by the Bidding Procedures Order, (o) any objections in the Bankruptcy Court to (x) this Agreement or any of the transactions contemplated hereby, (y) the Bidding Procedures Order, or (z) the assumption or rejection of any Assigned Contract otherwise in compliance with this Agreement or (p) any action required or prohibited by the commencement of the Bankruptcy Case.

(s) "Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of Seller's business, as conducted by Seller consistent with past custom and practice (including with respect to quantity and frequency), except for the consequences relating to the filing of the Bankruptcy Case; provided, that in no event shall "Ordinary Course of Business" include any breach of Law or Contract, or violation of any Permit.

(t) "Outside Date" means August 31, 2026.

(u) "Permit" means any license, permit, franchise, approval, authorization, registration, certification, accreditation and consent of any Governmental Entity.

(v) "Permitted Liens" means: (a) liens for current Taxes not yet due, or delinquent, that are being contested in good faith by appropriate proceedings or that are otherwise not material; (b) encumbrances that do not materially impair the ownership or use of the assets to which they relate; (c) statutory or common law liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (d) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, social security or similar programs mandated by applicable Law or governmental regulations; (e) statutory or common law liens in favor of carriers, warehousemen, workers, repairer, mechanics and materialmen, to secure claims for labor, materials or supplies, and other like liens; (f) leases or subleases and the terms and conditions of the lease, license, sublease or other agreement applicable thereto; (g) any right, title or interest of a licensor under a license; (h) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar liens affecting real property not interfering in any material respect with the ordinary conduct of the business of the Seller; (i) liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (j) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; (k) liens in favor of other financial institutions arising in connection with the Seller's deposit accounts or securities accounts held at such institutions to secure customary fees, charges, and the like; (l) and liens that will be removed or released by operation of the Sale Order or any other order of the Bankruptcy Court.

(w) "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a Governmental Entity.

(x) "Qualified Bid" has the meaning set forth in the Bidding Procedures.

(y) "Sale Hearing" has the meaning set forth in the Bidding Procedures.

(z) "Sale Motion" means the motion filed with the Bankruptcy Court by Seller on June 23, 2026, seeking entry of (I) an Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid

Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof; (II) an Order (A) Approving the Sale of the Debtor's Assets Free and Clear of all Claims, Liens, and Encumbrances, and (B) Approving the Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases; and (III) Granting Certain Related Relief (Docket No. 13).

(aa) "Sale Order" means an order of the Bankruptcy Court (in a form reasonably acceptable to Buyer), which shall, among other things, comply with Section 2.2.

(bb) "Tax" means (i) all federal, state, local, foreign or other taxes of any kind and any similar fees, assessments or charges (together with any and all interest, penalties and additions to tax imposed with respect thereto) imposed by any tax authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, severance, excise, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, unclaimed property, escheatment or net worth, and taxes or other charges in the nature of excise, withholding, ad valorem or value added; and (ii) any Liability for the payment of amounts described in clause (i) as a result of being a successor, a transferee or a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation under any Tax sharing, indemnity or similar agreement or other Contract or arrangement.

(cc) "Tax Return" means any return, declaration, report, estimate, claim for refund, or information return or statement or other document relating to, or required to be filed in connection with, any Taxes, including any schedule, form, attachment thereto or amendment thereof.

(dd) "Transaction Documents" means this Agreement and all other agreements, documents and instruments executed in connection herewith or required to be executed and/or delivered by Seller in accordance with the provisions of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to duly execute this Asset Purchase Agreement as of the day and year first written above.

SURPLUS SOLUTIONS, LLC

By: 
Name: Mike Ferrigno
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to duly execute this Asset Purchase Agreement as of the day and year first written above.

SANGAMO THERAPEUTICS, INC.

DocuSigned by:
By: Scott Willoughby
3BEBCEAD5A8C436...
Name: Scott Willoughby
Title: Chief Legal Officer

Schedule 1.1(a)

Transferred Assets

All equipment pertaining to the project, as set forth on Exhibit 1 – Asset List to Buyer's bid submission.

Schedule 1.1(b)

Assigned Contracts

1. None. Buyer does not request the assumption and assignment of any executory contracts or unexpired leases.

Disclosure Schedule

Schedule 6.4
Legal Proceedings

None.

Schedule 6.5
Requisite Notices, Filings and Consents

None.

Exhibit 1: Asset List

Brisbane Facility

Asset ID	Status	Asset Type	Description
N00006	Active	Freezer	Freezer -80°C
N00010	Active	Freezer	Freezer -80°C
N00012	Active	Freezer	Freezer -80°C
N00017	Active	Freezer	Freezer -80°C
N00019	Active	Freezer	Freezer -80°C
N00023	Inactive	Freezer	Freezer -80°C
N00031	Active	Freezer	Freezer -80°C
N00035	Active	Freezer	Freezer -20°C
N00041	Active	Refrigerator	Refrigerator
N00043	Active	Balance/Scale	Balance 320g
N00044	Active	Balance/Scale	Balance 820g
N00047	Active	Autoclave	Autoclave
N00048	Active	Purified Water Unit	Purified Water Unit
N00049	Active	Centrifuge	Benchtop Centrifuge
N00053	Active	Lab Equipment	GeneTitan Compressor
N00054	Active	Lab Equipment	Gene Titan Instrument/Imagin
N00055	Inactive	Incubator	Incubator 37C
N00057	Active	Lab Equipment	Spectrophotometer
N00058	Active	Thermal Cycler	Thermal Cycler
N00059	Active	Thermal Cycler	Thermal Cycler
N00060	Active	Laminar Airflow Hood	Biosafety Cabinet
N00061	Active	Laminar Airflow Hood	Biosafety Cabinet
N00062	Active	Lab Equipment	Sample Preparation System
N00063	Active	Lab Equipment	Sample Preparation System
N00064	Active	Lab Equipment	Afffymetrix 7G
N00065	Active	Freezer	Freezer -20°C
N00067	Active	Freezer	Freezer -20°C
N00069	Inactive	Lab Equipment	GeneChipFluidix Station 450
N00070	Inactive	Lab Equipment	GeneChipFluidix Station 450
N00071	Inactive	Lab Equipment	GeneChipFluidix Station 450
N00072	Active	Lab Equipment	GENECHIP Hybradization Ove
N00073	Inactive	Centrifuge	Microfuge
N00074	Active	Lab Equipment	Multiplex Assay
N00076	Active	Refrigerator	Refrigerator
N00077	Active	Thermal Cycler	C1000 Touch Thermal Cycler (
N00078	Inactive	Thermal Cycler	Thermal Cycler
N00079	Active	Thermal Cycler	Thermal Cycler
N00080	Inactive	Lab Equipment	Personal Pipettor
N00081	Active	Laminar Airflow Hood	PCR Workstation
N00082	Active	Lab Equipment	Automated Cell Counter
N00083	Active	Laminar Airflow Hood	Biosafety Cabinet
N00084	Active	Laminar Airflow Hood	Biosafety Cabinet
N00085	Active	Laminar Airflow Hood	Biosafety Cabinet

N00086	Active	Laminar Airflow Hood	Biosafety Cabinet
N00087	Active	Lab Equipment	Cell Sorter
N00088	Inactive	Laminar Airflow Hood	Fumehood
N00089	Inactive	Incubator	CO2 Incubator
N00090	Inactive	Incubator	CO2 Incubator
N00091	Inactive	Incubator	CO2 Incubator
N00092	Inactive	Incubator	CO2 Incubator
N00093	Inactive	Incubator	CO2 Incubator
N00094	Inactive	Incubator	CO2 Incubator
N00095	Inactive	Incubator	CO2 Incubator
N00096	Active	Incubator	CO2 Incubator
N00097	Active	Incubator	CO2 Incubator
N00098	Active	Incubator	CO2 Incubator
N00099	Active	Incubator	CO2 Incubator
N00100	Inactive	Incubator	CO2 Incubator
N00101	Inactive	Incubator	Incubator Shaker
N00102	Inactive	Incubator	Incubator Shaker
N00104	Active	Refrigerator	Refrigerator
N00105	Active	Freezer	Freezer -20°C
N00106	Active	Refrigerator	Refrigerator
N00107	Active	Incubator	Incubator Shaker
N00108	Active	Incubator	Incubator Shaker
N00109	Active	Freezer	Freezer LN2
N00115	Active	Laminar Airflow Hood	Biosafety Cabinet
N00116	Active	Laminar Airflow Hood	Biosafety Cabinet
N00117	Active	Laminar Airflow Hood	Biosafety Cabinet
N00118	Active	Laminar Airflow Hood	Biosafety Cabinet 4'
N00119	Inactive	Centrifuge	Centrifuge
N00120	Active	Freezer	Control Rate Freezer
N00121	Active	Freezer	Freezer LN2
N00123	Inactive	Incubator	CO2 Incubator
N00124	Active	Incubator	CO2 Incubator
N00125	Inactive	Incubator	CO2 Incubator
N00128	Inactive	Incubator	CO2 Incubator
N00130	Inactive	Incubator	CO2 Incubator
N00131	Active	Freezer	Freezer -80°C
N00134	Inactive	Bioreactor	Bioreactor
N00135	Inactive	Lab Equipment	Nucleocounter
N00136	Active	Lab Equipment	Reagent Dispenser - Multidrop
N00137	Active	Balance/Scale	Analytical Balance
N00138	Inactive	Lab Equipment	Cell Counter
N00139	Active	Centrifuge	Centrifuge
N00140	Active	Centrifuge	Centrifuge
N00141	Inactive	Centrifuge	Centrifuge

N00142	Active	Laminar Airflow Hood	Biosafety Cabinet
N00143	Active	Laminar Airflow Hood	Biosafety Cabinet
N00144	Active	Laminar Airflow Hood	Biosafety Cabinet
N00145	Active	Laminar Airflow Hood	Biosafety Cabinet
N00146	Active	Centrifuge	Centrifuge
N00147	Active	Centrifuge	Centrifuge
N00148	Active	Freezer	Freezer -20°C
N00149	Inactive	Incubator	CO2 Incubator
N00150	Inactive	Incubator	CO2 Incubator
N00151	Inactive	Incubator	CO2 Incubator
N00152	Inactive	Incubator	CO2 Incubator
N00153	Active	Refrigerator	Refrigerator Deli-Case
N00154	Active	Centrifuge	Centrifuge
N00155	Active	Lab Equipment	Plate Reader
N00156	Active	Lab Equipment	Plate Reader
N00157	Active	Lab Equipment	Automated Liquid Handler
N00158	Active	Lab Equipment	Automated Liquid Handler
N00159	Active	Lab Equipment	Automated Liquid Handler
N00160	Active	Refrigerator	Cold Room
N00162	Active	Freezer	Freezer -20°C
N00163	Active	Freezer	Freezer -20°C
N00164	Active	Refrigerator	Refrigerator/Freezer Combo
N00165	Active	Refrigerator	Refrigerator/Freezer Combo
N00166	Inactive	Incubator	CO2 Incubator
N00168	Active	Lab Equipment	Purification System
N00169	Active	Laminar Airflow Hood	PCR Workstation
N00170	Active	Laminar Airflow Hood	PCR Workstation
N00171	Active	Incubator	Incubator
N00172	Active	Incubator	Shaking Incubator
N00173	Active	Centrifuge	Centrifuge
N00174	Active	Lab Equipment	Personal Pipetter
N00175	Active	Incbator	Incubator
N00176	Active	Lab Equipment	Plate Handler
N00177	Active	Thermal Cycler	Thermal Cycler
N00178	Active	Thermal Cycler	Thermal Cycler
N00179	Active	Thermal Cycler	Thermal Cycler
N00180	Active	Thermal Cycler	Thermal Cycler
N00181	Active	Thermal Cycler	Thermal Cycler
N00182	Active	Thermal Cycler	Thermal Cycler Chassis
N00183	Inactive	Thermal Cycler	Thermal Cycler
N00185	Active	Freezer	Freezer -20°C
N00186	Active	Centrifuge	Centrifuge
N00187	Active	Lab Equipment	Chemidoc Imaging System
N00188	Active	Freezer	Freezer -80°C

N00189	Active	Freezer	Freezer -20°C
N00190	Inactive	Incubator	Incubator
N00191	Active	Laminar Airflow Hood	PCR Workstation
N00192	Active	Refrigerator	Refrigerator
N00193	Active	Freezer	Freezer -20°C
N00194	Active	Freezer	Freezer -20°C
N00195	Active	Freezer	Freezer -20°C
N00197	Active	Thermal Cycler	Thermal Cycler
N00198	Active	Thermal Cycler	Thermal Cycler
N00199	Active	Thermal Cycler	Thermal Cycler
N00200	Active	Thermal Cycler	Thermal Cycler
N00202	Active	Lab Equipment	Plate Sealer
N00203	Active	Thermal Cycler	Thermal Cycler Chassis
N00204	Active	Lab Equipment	Acustic Focusing Cytometer
N00205	Active	Lab Equipment	Acustic Focusing Cytometer
N00206	Active	Refrigerator	Refrigerator
N00207	Active	Lab Equipment	Bio-analyzer2100
N00208	Active	Lab Equipment	Biomolecular Imager
N00209	Active	Freezer	Freezer -80°C
N00213	Inactive	Freezer	Freezer -20°C
N00215	Active	Incubator	Incubator
N00217	Inactive	Freezer	Freezer -20°C
N00223	Active	Incubator	Shaking Incubator
N00224	Active	Thermal Cycler	Thermal Cycler
N00225	Active	Thermal Cycler	Thermal Cycler
N00226	Active	Thermal Cycler	Thermal Cycler
N00227	Active	Thermal Cycler	Thermal Cycler Chassis
N00228	Active	Centrifuge	Centrifuge
N00229	Active	Lab Equipment	DNA Sequencer
N00230	Active	Lab Equipment	DNA Sequencer
N00233	Active	Freezer	Freezer -20°C
N00235	Active	Freezer	Freezer -20°C
N00239	Active	Incubator	Incubator
N00240	Active	Incubator	Incubator
N00241	Active	Lab Equipment	Spectrophotometer
N00242	Active	Laminar Airflow Hood	PCR Workstation
N00244	Active	Freezer	Freezer -20°C
N00246	Active	Refrigerator	Refrigerator
N00247	Active	Freezer	Freezer -20°C
N00248	Active	Refrigerator	Refrigerator
N00249	Active	Lab Equipment	SpectraMax Plate Reader
N00250	Active	Thermal Cycler	Thermal Cycler
N00251	Active	Thermal Cycler	C1000 Touch Thermal Cycler
N00252	Active	Thermal Cycler	C1000 Touch Thermal Cycler

N00254	Active	Thermal Cycler	Thermal Cycler
N00255	Active	Thermal Cycler	Thermal Cycler
N00258	Active	Thermal Cycler	Thermal Cycler
N00259	Active	Thermal Cycler	Thermal Cycler
N00260	Active	Thermal Cycler	Thermal Cycler
N00261	Active	Lab Equipment	Varioskan LUX Spectro Photor
N00262	Inactive	Lab Equipment	Plate Washer
N00264	Active	Lab Equipment	Spectrophotometer
N00266	Inactive	Freezer	Freezer -20°C
N00270	Active	Refrigerator	Refrigerator
N00273	Inactive	Laminar Airflow Hood	PCR Workstation
N00274	Inactive	Lab Equipment	LabChip Nucleic Acid Analyze
N00276	Active	Lab Equipment	Quant Studio 6 Flex
N00277	Active	Centrifuge	Centrifuge
N00281	Active	Laminar Airflow Hood	PCR Workstation
N00282	Active	Freezer	Freezer -80°C
N00288	Active	Thermal Cycler	Thermal Cycler
N00289	Active	Lab Equipment	PCR System
N00290	Active	Lab Equipment	PCR System
N00291	Active	Lab Equipment	DNA Sequencer
N00294	Active	Thermal Cycler	Thermal Cycler Chassis
N00301	Active	Freezer	Freezer -80°C
N00303	Inactive	Freezer	Freezer -80°C
N00304	Active	Refrigerator	Refrigerator
N00306	Active	Freezer	Freezer -80°C
N00307	Active	Freezer	Freezer -80°C
N00311	Active	Incubator	CO2 Incubator
N00312	Inactive	Incubator	CO2 Incubator
N00313	Active	Skid	Condensate Recirculating Sys
N00314	Active	Centrifuge	Ultra Centrifuge
N00315	Active	Centrifuge	Centrifuge
N00316	Active	Lab Equipment	Electroporation System
N00317	Active	Lab Equipment	96 Well Shuttle Device
N00318	Active	Lab Equipment	Electro Square Porator
N00319	Active	Lab Equipment	Electroporator
N00320	Active	Centrifuge	Centrifuge
N00321	Inactive	Balance/Scale	Scale - 4200 G
N00325	Active	Centrifuge	Centrifuge
N00326	Active	Laminar Airflow Hood	Biosafety Cabinet
N00327	Active	Centrifuge	Centrifuge
N00328	Active	Refrigerator	Refrigerator
N00329	Active	Thermal Cycler	Thermal Cycler
N00330	Active	Thermal Cycler	Thermal Cycler
N00331	Active	Thermal Cycler	Thermal Cycler

N00333	Active	Thermal Cycler	Thermal Cycler
N00334	Active	Freezer	Freezer -80°C
N00335	Active	Centrifuge	Centrifuge
N00336	Active	Thermal Cycler	Thermal Cycler
N00337	Active	Thermal Cycler	Thermal Cycler
N00338	Active	Thermal Cycler	Thermal Cycler
N00339	Active	Thermal Cycler	Thermal Cycler
N00340	Active	Thermal Cycler	Thermal Cycler
N00341	Active	Thermal Cycler	Thermal Cycler
N00342	Active	Lab Equipment	MSD Plate Reader
N00343	Active	Centrifuge	Centrifuge
N00345	Active	Lab Equipment	Digital PCR Reader
N00346	Active	Lab Equipment	Automated Droplet Generator
N00347	Active	Lab Equipment	Plate Sealer
N00348	Active	Lab Equipment	Purification System Akta Pure
N00349	Active	Centrifuge	Centrifuge
N00350	Active	Freezer	Freezer -20°C
N00351	Active	Refrigerator	Refrigerator
N00352	Active	Lab Equipment	Automated Pipette System
N00353	Active	Laminar Airflow Hood	PCR Workstation
N00354	Active	Lab Equipment	Odyssey CLx
N00355	Active	Lab Equipment	Focused Ultrasonicator
N00356	Active	Lab Equipment	Focused Ultrasonicator
N00357	Active	Thermal Cycler	Thermal Cycler Chassis
N00358	Active	Thermal Cycler	Thermal Cycler Chassis
N00359	Active	Thermal Cycler	Thermal Cycler Chassis
N00360	Active	Thermal Cycler	Thermal Cycler Chassis
N00361	Active	Thermal Cycler	Thermal Cycler Chassis
N00362	Active	Thermal Cycler	C1000 Touch Thermal Cycler
N00363	Active	Thermal Cycler	C1000 Touch Thermal Cycler
N00364	Active	Thermal Cycler	C1000 Touch Thermal Cycler
N00365	Active	Thermal Cycler	C1000 Touch Thermal Cycler
N00366	Active	Centrifuge	Centrifuge
N00367	Active	Refrigerator	Refrigerator
N00368	Active	Thermal Cycler	Thermal Cycler Chassis
N00369	Active	Freezer	Freezer -20°C UC
N00371	Active	Lab Equipment	Confocal Microscope
N00372	Active	Laminar Airflow Hood	PCR Workstation
N00373	Active	Freezer	Freezer (Flammable Material
N00375	Active	Freezer	Freezer -20°C
N00392	Active	Lab Equipment	SpectraMax Plate Reader
N00410	Active	Lab Equipment	Label-Free BLI Detection Syst
N00437	Active	Freezer	Freezer -20°C
N00439	Active	Freezer	Freezer -80 °C

N00440	Active	Freezer	Freezer -80 °C
N00443	Active	Lab Equipment	Imaging System
N00444	Active	Freezer	Freezer -20°C
N00445	Active	Lab Equipment	Plate Washer
N00448	Inactive	Lab Equipment	MicroFill Dispenser
N00449	Active	Freezer	Freezer -20°C Undercounter
N00450	Active	Lab Equipment	Plate Washer
N00455	Inactive	Laminar Airflow Hood	Biosafety Cabinet 5'
N00456	Inactive	Laminar Airflow Hood	Fume Hood
N00461	Active	Centrifuge	Centrifuge
N00462	Active	Centrifuge	Centrifuge
N00463	Active	Freezer	Freezer -20°C
N00467	Inactive	Lab Equipment	Microscope
N00470	Active	Refrigerator	Delicase Refrigerator
N00475	Inactive	Incubator	CO2 Incubator
N00476	Inactive	Incubator	CO2 Incubator
N00479	Active	Lab Equipment	Imaging System
N00480	Active	Centrifuge	Centrifuge
N00481	Active	Centrifuge	Centrifuge
N00482	Active	Centrifuge	Centrifuge
N00492	Active	Thermal Cycler	Thermal Cycler
N00493	Active	Thermal Cycler	Thermal Cycler
N00494	Active	Centrifuge	Centrifuge
N00500	Active	Refrigerator	Refrigerator
N00501	Active	Incubator	Shaking Incubator
N00502	Active	Lab Equipment	FastPrep 96 Sample Preparati
N00503	Active	Sonicator	Sonicator
N00515	Inactive	Centrifuge	Centrifuge
N00516	Active	Balance/Scale	Balance
N00517	Active	Lab Equipment	Spectrophotometer
N00522	Active	Freezer	Freezer -80 °C
N00523	Active	Freezer	Freezer -20°C
N00524	Active	Freezer	Freezer -20°C
N00530	Inactive	Lab Equipment	Inverted Microscope
N00534	Active	Refrigerator	Delicase Refrigerator
N00535	Active	Lab Equipment	Gel Transfer Device
N00538	Inactive	Centrifuge	Centrifuge
N00539	Active	Centrifuge	Centrifuge
N00540	Active	Centrifuge	Centrifuge
N00541	Active	Centrifuge	Centrifuge
N00545	Active	Balance/Scale	Scale 1000g.
N00547	Active	Lab Equipment	Bioanalytical Imaging System
N00550	Active	Centrifuge	Centrifuge
N00551	Inactive	Lab Equipment	PCR System

N00552	Active	Freezer	Freezer -80°C
N00553	Active	Freezer	Freezer -80°C
N00554	Inactive	Lab Equipment	DNA/RNA Extractor Maxwell 1
N00555	Active	Refrigerator	Glass Door Refrigerator
N00561	Active	Lab Equipment	Akta Purification System
N00565	Active	Freezer	Freezer -20°C
N00566	Active	Refrigerator	Refrigerator
N00567	Active	Freezer	Freezer -20ºC
N00568	Inactive	Laminar Airflow Hood	Biosafety Cabinet 5'
N00569	Active	Laminar Airflow Hood	Biosafety Cabinet 4'
N00570	Active	Lab Equipment	PCR Work Station
N00571	Active	Lab Equipment	PCR Work Station
N00574	Active	Freezer	LN2 Cryogenic Freezer
N00575	Active	Refrigerator	Refrigerator
N00584	Active	Centrifuge	Centrifuge
N00585	Active	Centrifuge	Centrifuge
N00587	Active	Freezer	Freezer -80°C
N00589	Active	Laminar Airflow Hood	Biosafety Cabinet
N00590	Active	Lab Equipment	Cell Counter
N00591	Active	Lab Equipment	Digital Microscope
N00592	Active	Lab Equipment	Microscope
N00593	Active	Lab Equipment	Microscope
N00594	Active	Lab Equipment	Microscope
N00595	Active	Lab Equipment	Microscope
N00596	Active	Freezer	Freezer -80°C
N00598	Active	Centrifuge	Centrifuge
N00599	Inactive	Centrifuge	Centrifuge
N00600	Active	Incubator	Incubator Shaker
N00601	Active	Freezer	Freezer -20°C
N00603	Active	Refrigerator	Refrigerator Deli-Case
N00604	Inactive	Lab Equipment	CliniMacs
N00605	Inactive	Lab Equipment	Tubing Welder
N00608	Active	Thermal Cycler	Thermal Cycler Chassis
N00609	Active	Balance/Scale	Scale 6000g
N00610	Inactive	Lab Equipment	Portable Endotoxin Testing Sy
N00614	Active	Lab Equipment	Nucleofector Core
N00626	Active	Thermal Cycler	Thermal Cycler
N00628	Active	Freezer	Freezer -20°C
N00629	Inactive	Lab Equipment	10X Genomics Chromium Cor
N00630	Active	Thermal Cycler	Thermal Cycler Chassis
N00632	Inactive	Lab Equipment	Chemiluminescent & Fluoresc
N00636	Active	Thermal Cycler	Thermal Cycler
N00637	Inactive	Thermal Cycler	Thermal Cycler
N00638	Active	Thermal Cycler	Thermal Cycler

N00639	Active	Thermal Cycler	Thermal Cycler
N00651	Active	Thermal Cycler	Thermal Cycler Chassis
N00704	Inactive	Laminar Airflow Hood	Biosafety Cabinet 6'
N00705	Active	Laminar Airflow Hood	Biosafety Cabinet 6'
N00706	Active	Laminar Airflow Hood	Biosafety Cabinet 6'
N00707	Active	Laminar Airflow Hood	Biosafety Cabinet 6'
N00708	Active	Glass Washer	Glass Washer
N00711	Active	Laminar Airflow Hood	Biosafety Cabinet 6'
N00712	Active	Incubator	CO2 Incubator
N00713	Active	Incubator	CO2 Incubator
N00714	Active	Skid	Condensate Recirculating Sys
N00715	Active	Centrifuge	Centrifuge
N00718	Active	Lab Equipment	Liquid Handler
N00720	Active	Lab Equipment	Incubating Orbital Shaker
N00721	Active	Lab Equipment	SpectraMax iD3
N00723	Inactive	Lab Equipment	Automated Cell Counter
N00724	Inactive	Centrifuge	Micro Centrifuge
N00731	Active	Balance/Scale	Balance 620g
N00735	Active	Balance/Scale	Balance 320g
N00736	Active	Balance/Scale	Balance 3200g
N00744	Inactive	Incubator	Incubator Shaker
N00745	Inactive	Incubator	Incubator Shaker
N00746	Active	Lab Equipment	Endotoxin Scanner
N00748	Active	Lab Equipment	Automated Liquid Handler
N00749	Active	Lab Equipment	Plate Handler
N00750	Active	Refrigerator	Refrigerator Supply Center
N00751	Active	Incubator	Incubator
N00752	Active	Incubator	CO2 Incubator
N00753	Active	Laminar Airflow Hood	Biosafety Cabinet 4'
N00754	Active	Centrifuge	Floor Centrifuge
N00755	Active	Centrifuge	Floor Centrifuge
N00771	Inactive	Lab Equipment	TPS Liquid Handler
N00800	Inactive	Incubator	CO2 Incubator
N00801	Inactive	Incubator	CO2 Incubator
N00810	Active	Incubator	CO2 Incubator
N00811	Inactive	Incubator	CO2 Incubator
N00812	Inactive	Incubator	CO2 Incubator
N00813	Inactive	Incubator	CO2 Incubator
N00814	Active	Lab Equipment	Quant Studio 6 Flex
N00832	Active	Freezer	Freezer -80 °C Undercounter
N00834	Active	Lab Equipment	Quant Studio 6 Pro
N00860	Active	Laminar Airflow Hood	Clean Room
N00861	Active	Lab Equipment	VWR Centrifuge
N00862	Active	Lab Equipment	Maxwell Max Two

N00863	Active	Lab Equipment	4D-Nucleofector
N00864	Inactive	Laminar Airflow Hood	Biosafety Cabinet 4'
N00865	Inactive	Bioreactor	Bioreactor System
N00866	Active	Lab Equipment	Microscope
N00867	Active	Centrifuge	Centrifuge
N00868	Active	Lab Equipment	Cell Counter
N00869	Inactive	Thermal Cycler	Thermal cycler
N00870	Active	Thermal Cycler	Thermal cycler
N00871	Inactive	Centrifuge	Centrifuge
N00872	Inactive	Centrifuge	Centrifuge
N00874	Active	Lab Equipment	Cell Counter
N00875	Active	Lab Equipment	Spectrophotometer
N00880	Inactive	Incubator	CO2 Incubator
N00881	Inactive	Incubator	CO2 Incubator
N00882	Active	Incubator	CO2 Incubator
N00883	Active	Incubator	CO2 Incubator
N00884	Inactive	Incubator	CO2 Incubator
N00891	Active	Incubator	CO2 Incubator
N00892	Inactive	Incubator	CO2 Incubator
N00895	Active	Centrifuge	Centrifuge
N00896	Active	Lab Equipment	PCR Workstation, Combinatio
N00897	Active	Lab Equipment	PCR Hood
N00900	Active	Lab Equipment	Incubating Orbital Shaker
N00901	Active	Lab Equipment	DNA Sequencer
N00902	Active	Lab Equipment	Automated Liquid Handler
N00906	Active	Lab Equipment	Automated Liquid Handler
N00907	Inactive	Lab Equipment	Sterile Tubing Welder
N00908	Inactive	Lab Equipment	Microplate Washer
N00909	Inactive	Lab Equipment	Microscope
N00910	Inactive	Lab Equipment	Cell Sorter
N00933	Active	Thermal Cycler	C1000 Touch Thermal Cycler \
N00934	Active	Thermal Cycler	C1000 Touch Thermal Cycler \
N00936	Inactive	Lab Equipment	Bioanalyzer
N00938	Active	Thermal Cycler	C1000 Touch Thermal Cycler \
N00939	Active	Thermal Cycler	C1000 Touch Thermal Cycler \
N00940	Active	Centrifuge	Centrifuge
N00941	Active	Lab Equipment	CFX Automation System II Pla
N00942	Active	Lab Equipment	Microplate Dispenser
N00944	Active	Refrigerator	Refrigerator Deli-Case
N00945	Active	Lab Equipment	Odyssey DLx Scanner
N00946	Active	Refrigerator	Refrigerator Deli-Case
N00947	Active	Freezer	Freezer -20°C
N00948	Active	Freezer	Freezer -20°C
N00951	Active	Lab Equipment	Tube Writer 360

N00987	Inactive	Incubator	CO2 Incubator
N00989	Inactive	Lab Equipment	Bioanalyzer
N00999	Inactive	Lab Equipment	GeneChip Fluidics Station 45(
N01000	Active	Laminar Airflow Hood	4’ Filtered PCR Enclosure
N01001	Active	Laminar Airflow Hood	4’ Filtered PCR Enclosure
N01005	Active	Freezer	Freezer -80 °C Undercounter
N01011	Active	Freezer	Freezer -20°C
N01012	Active	Freezer	Freezer -20°C
N01013	Inactive	Incubator	Incubator Shaker
N01020	Active	Standard	Temperature Humidity / CO2 I
N01021	Active	Standard	Carbon Dioxide Probe with Pu
N01022	Active	Refrigerator	Refrigerator Deli-Case
N01023	Active	Freezer	Refrigerator
N01024	Active	Freezer	LN2 Cryogenic Freezer
N01025	Active	Standard	Handheld Thermometer (Dual
N01026	Active	Standard	Platnum Resistance Thermom
N01027	Active	Standard	Platnum Resistance Thermom
N01029	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01030	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01031	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01032	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01033	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01034	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01035	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01046	Active	Freezer	Freezer -20°C
N01047	Active	Refrigerator	Refrigerator
N01052	Inactive	Lab Automation	384 Channel Pipette Base Uni
N01085	Active	Centrifuge	Centrifuge
N01086	Inactive	Lab Equipment	pH Meter
N01087	Active	Centrifuge	Centrifuge
N01088	Active	Lab Equipment	Thermomixer
N01089	Active	Centrifuge	Centrifuge
N01090	Active	Lab Equipment	Mantis Liquid Handler
N01091	Active	Refrigerator	Refrigerator
N01092	Active	Lab Equipment	DNA Sequencer
N01093	Active	Freezer	LN2 Cryogenic Dewar
N01094	Inactive	Freezer	LN2 Cryogenic Dewar
N01095	Active	Freezer	LN2 Cryogenic Dewar
N01096	Active	Freezer	LN2 Cryogenic Dewar
N01097	Active	Freezer	LN2 Cryogenic Dewar
N01098	Active	Freezer	LN2 Cryogenic Dewar
N01099	Active	Freezer	LN2 Cryogenic Dewar
N01100	Inactive	Freezer	LN2 Cryogenic Dewar
N01101	Active	Freezer	LN2 Cryogenic Dewar

N01102	Active	Freezer	LN2 Cryogenic Dewar
N01112	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01143	Active	Lab Equipment	UV-Vis Spectrophotometer
N01164	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01165	Active	Freezer	Freezer -80°C
N01166	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01167	Active	Thermal Cycler	Thermal Cycler Reaction Modu
N01178	Active	Lab Equipment	Gene Titan Instrument/Imagin
N01182	Active	Laminar Airflow Hood	Biosafety Cabinet 4'
N01185	Active	Microscope	Microscope
N01190	Inactive	Lab Equipment	Automated Buffer Exchange S
N01208	Active	Refrigerator	Undercounter Refrigerator
N01228	Active	Freezer	LN2 Freezer
N01232	Active	Centrifuge	Centrifuge
N01233	Active	Centrifuge	Centrifuge
N01234	Active	Centrifuge	Centrifuge
N01235	Active	Centrifuge	Centrifuge
N01236	Active	Laminar Airflow Hood	Fume Hood
N01237	Active	Laminar Airflow Hood	Fume Hood
N01238	Active	Centrifuge	Centrifuge
N01239	Active	Centrifuge	Centrifuge
N01240	Active	Lab Equipment	Thermomixer
N01251	Active	Lab Equipment	Microscope
N01252	Inactive	Lab Equipment	Microscope
N01253	Active	Lab Equipment	Automated Cell Counter
N01254	Active	Lab Equipment	PCR Plate Sealer
N01255	Active	Lab Equipment	Cell counter
N01267	Active	Glass Washer	Glass Washer
N01268	Inactive	Laminar Airflow Hood	Fume Hood
N01269	Active	Laminar Airflow Hood	Fume Hood
N01270	Active	Laminar Airflow Hood	Fume Hood
N01272	Inactive	Lab Equipment	Microscope
N01273	Active	Lab Equipment	Microscope
N01276	Inactive	Lab Equipment	Fluorescence Illumination Sys
N01277	Active	Lab Equipment	Fluorescence Illumination Sys
N01303	Active	Lab Equipment	Microscope
N01316	Active	Standard	N2 Test Gas
N01317	Active	Standard	O2 Test Gas 20.9%
N01318	Inactive	Standard	CO2 Test Gas 5%
N01323	Active	Refrigerator	Cold Room 167
N01332	Active	Lab Equipment	Automated Dry Tissue Pulveriz
N01337	Active	Freezer	Freezer -80C
N01352	Active	Refrigerator	Refrigerator
N01355	Active	Balance/Scale	Scale

N01356	Active	Lab Equipment	Fraction Collector
N01366	Active	Thermal Cycler	Reaction Module
N01367	Active	Thermal Cycler	Reaction Module
N01368	Active	Lab Equipment	Thermomixer
N01370	Active	Thermal Cycler	Reaction Module
N01371	Active	Thermal Cycler	Reaction Module
N01372	Active	Thermal Cycler	Reaction Module
N01373	Active	Thermal Cycler	Reaction Module
N01374	Active	Thermal Cycler	Reaction Module
N01375	Active	Thermal Cycler	Reaction Module
N01376	Active	Thermal Cycler	Reaction Module
N01377	Active	Thermal Cycler	Reaction Module
N01378	Active	Thermal Cycler	Reaction Module
N01379	Active	Centrifuge	Centrifuge
N01380	Active	Lab Automation	Pipette Station 96 Channel
N01385	Active		Ice Maker
N01389	Inactive	Plate Reader	Validation Test Plate (Fluoresc
N01390	Inactive	Plate Reader	Validation Test Plate (Absorba
N01391	Inactive	Plate Reader	Validation Test Plate (Lumines
N01395	Active	Centrifuge	Centrifuge
N01396	Active		Sliding Microtome
N01397	Active	Centrifuge	Centrifuge
N01398	Active	Thermal Cycler	Thermal Cycler
N01399	Inactive	Lab Equipment	Thermomixer
N01400	Active	Laminar Airflow Hood	BSC 6'
N01401	Active	Laminar Airflow Hood	BSC 6'
N01403	Active	Refrigerator	Undercounter Refrigerator
N01406	Active	Refrigerator	Refrigerator
N01407	Active	Freezer	Freezer -80°C
N01408	Active	Freezer	-80 Freezer
N01409	Active	Mixer	Rotating Mixer and Incubator
N01410	Active	Lab Equipment	Automated Tissue Dissociator
N01411	Active	Incubator	Micro Plate Shaker Incubator
N01446	Active	Lab Equipment	Automated Cell Counter
N01447	Active	Freezer	Freezer -20˚C
N01448	Active	Freezer	Freezer -80˚C
N01449	Active	Refrigerator	Refrigerator
N01450	Active	Freezer	Freezer -80˚C
N01451	Active	Freezer	Freezer -80˚C
N01462	Active	Lab Equipment	Cell Counter
N01472	Active	Plate Reader	Multimode Plate Reader
N01484	Active	Laminar Airflow Hood	PCR Workstation
N01515	Inactive	Lab Equipment	Advanced Digital Shaker
N01516	Inactive	Lab Equipment	Advanced Digital Shaker

N01517	Inactive	Lab Equipment	Advanced Digital Shaker
N01519	Active	Lab Equipment	Advanced Digital Shaker
N01520	Active	Lab Equipment	Advanced Digital Shaker
N01521	Active	Lab Equipment	Advanced Digital Shaker
N01522	Active	Lab Equipment	Advanced Digital Shaker
N01523	Inactive	Lab Equipment	Advanced Dura-Shaker
N01524	Active	Lab Equipment	Advanced Digital Shaker
N01525	Active	Lab Equipment	Advanced Digital Shaker
N01526	Active	Lab Equipment	Shaker Model
N01563	Inactive	Refrigerator	Refrigerator
N-2106012017	Inactive	Plate Reader	Multimode Plate Reader

Richmond Facility

Location	Manufacturer	Model
Richmond 501A Sam Mgmt 166	VWR	VWR40086A
Richmond 501A Sam Mgmt 166	VWR	VWR40086A
Richmond 501A Sam Mgmt 166	VWR	VWR40086A
Richmond 501A Rm 154 (Fz Rm)	VWR	VWR40086A
Richmond 501A Rm 150(Freezer Rm 2)	VWR	VWR40086A
Richmond 501A Rm 150(Freezer Rm 2)	VWR	DW-86L628-AH
Richmond 501A Rm 144(Freezer Rm 1)	VWR	5656
Richmond 501D Lab 163 (Tech Seq)	VWR	MFS-3030
Richmond 501D Stor 198B	Fisher Scientific	13-986-151B
Richmond 501A Rm 120 (Lab 2A)	Mettler	ML303E/03
Richmond 501A Rm 120 (Lab 2A)	Mettler	ML802E/03
Richmond 501A Rm 123 (Media Prep)	Primus	PSS5-B-MESD
Richmond 501A Rm 123 (Media Prep)	Purelab Ultra	ELGA
Richmond 501A Rm 117 (Lab 1)	Beckman	Allegra X-14R
Richmond 501A Rm 117 (Lab 1)	Werther International	NA
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	PN:00-0356/PN:00-0356
Richmond 1st Floor	VWR	Incubator F Air 2.3CF
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	Nanodrop One
Richmond 501A Rm 117 (Lab 1)	Bio-Rad	T100
Richmond 501A Rm 117 (Lab 1)	Bio-Rad	T100
Richmond 501A Rm 117 (Lab 1)	Labconco	302419100
Richmond 501A Rm 117 (Lab 1)	Labconco	302619100
Richmond 501A Rm 117 (Lab 1)	MP	FastPrep -24
Richmond 501D BBAS TC 197 (Lab 17)	MP	FastPrep24-5G
Richmond 501A Rm 118 (Lab 2)	Affymetrix	Afffymetrix 7G
Richmond 501A Rm 141 (Lab 7)	VWR	SCBMF-3020
Richmond 501A Rm 118 (Lab 2)	Thermo Scientific	U2020GA15
Richmond 501A Rm 118 (Lab 2)	Affymetrix	GeneChipFluidix Station 45
Richmond 501A Rm 118 (Lab 2)	Affymetrix	GeneChipFluidix Station 45
Richmond 501A Rm 118 (Lab 2)	Affymetrix	GeneChipFluidix Station 45
Richmond 501A Rm 118 (Lab 2)	Affymetrix	GeneChipHyoven 645
Richmond 501D Stor 198B	Beckman	Microfuge 18
Richmond 501A Rm 118 (Lab 2)	Luminex Corporation	FlexMap 3D
Richmond 501A Rm 118 (Lab 2)	VWR	SCGP-3004
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch
Richmond 501D Stor 198B	Bio-Rad	T100
Richmond 501A Rm 118 (Lab 2)	Bio-Rad	T100
Richmond 501A Rm 133(Lab 6)	Apricot Designs	PPA-96-H
Richmond 501A Rm 133(Lab 6)	Airclean	AC648TLFC
Richmond 501A Rm 121 (Lab 3)	Bio-Rad	TC20
Richmond 501A Rm 121 (Lab 3)	Labconco	302619100
Richmond 501A Rm 121 (Lab 3)	Labconco	302619100
Richmond 501A Rm 121 (Lab 3)	Labconco	302619100

Richmond 501A Rm 121 (Lab 3)	Labconco	302619100
Richmond 501A Rm 121 (Lab 3)	Sony	LE-SH800SFP
Richmond 501A Rm 121 (Lab 3)	Hamilton	FH
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	3598
Richmond 501D Lab 169	Thermo Scientific	SHKE6000-7
Richmond 501D Lab 169	Thermo Scientific	SHKE6000-7
Richmond 501A Rm 121 (Lab 3)	Fisher Scientific	13-986-151B
Richmond 501A Rm 121 (Lab 3)	Fisher Scientific	13-986-148
Richmond 501A Rm 121 (Lab 3)	Sears	253.60722
Richmond 501A Rm 144(Freezer Rm 1)	New Brunswick Scientific	I26
Richmond 501A Rm 144(Freezer Rm 1)	New Brunswick Scientific	I26
Richmond 501D Lab 169	CBS	2300
Richmond 501A Rm 125 (Lab 4)	Labconco	302619100
Richmond 501A Rm 125 (Lab 4)	Labconco	302619100
Richmond 501A Rm 125 (Lab 4)	Labconco	302619100
Richmond 501A Rm 125 (Lab 4A)	Labconco	302419100
Richmond 501D Lab 169	Thermo Scientific	Legend Mirco 17
Richmond 501A Rm 119 (Lab 2B)	Thermo Scientific	7454
Richmond 501A Rm 119 (Lab 2B)	MVE	1500 Series 190
Richmond 501A Rm 125 (Lab 4)	Thermo Scientific	3598
Richmond 501A Rm 125 (Lab 4)	Thermo Scientific	3598
Richmond 501A Rm 125 (Lab 4)	Thermo Scientific	3598
Richmond 501A Rm 125 (Lab 4)	Thermo Scientific	3598
Richmond 501A Rm 125 (Lab 4)	Thermo Scientific	3598
Richmond 501A Rm 150(Freezer Rm 2)	Stirling	SU780XLE
Richmond 501A Rm 125 (Lab 4A)	Wave Biotech	IS09001
Richmond 501D BBAS TC 197 (Lab 17)	Chemometec	NC-200
Richmond 501D DNA Free 196 (Lab 18)	Thermo Scientific	5840300
Richmond 501D BBAS TC 197 (Lab 17)	Mettler	XSE205DU
Richmond 501A Rm 125 (Lab 4)	Cellometer	K2
Richmond 501A Rm 125 (Lab 4A)	Beckman	L90K
Richmond 501A Rm 126 (Lab 5)	Beckman	Optima XE-90
Richmond 501A Rm 125 (Lab 4A)	Beckman	Allegra X-15R

Richmond 501A Rm 126 (Lab 5)	Labconco	302619100
Richmond 501A Rm 126 (Lab 5)	Labconco	302619100
Richmond 501A Rm 126 (Lab 5)	Labconco	302619100
Richmond 501A Rm 126 (Lab 5)	Labconco	302619100
Richmond 501A Rm 125 (Lab 4)	Beckman	Allegra X-15R
Richmond 501D Lab 169	Beckman	Allegra X-14R
Richmond 501D Lab 169	VWR	SCBMF-2020
Richmond 501D Lab 168	Thermo Scientific	3598
Richmond 501D Lab 168	Thermo Scientific	3598
Richmond 501D Lab 169	Thermo Scientific	3598
Richmond 501D Lab 169	Thermo Scientific	3598
Richmond 501D AD Lab 172	VWR	MH49PA-GAEE-VW
Richmond 501A Rm 118 (Lab 2)	Beckman	JXN-26
Richmond 501A Rm 138	Molecular Devices	SpectraMax Gemini XPS
Richmond 501A Rm 117 (Lab 1)	Molecular Devices	Spectramax Plus
Richmond 501A Rm 133(Lab 6)	Beckman	Biomek FXP Dual Span8
Richmond 501A Rm 133(Lab 6)	Beckman	Biomek FXP Span8
Richmond 501A Rm 133(Lab 6)	Beckman	Biomek NXP MC
Richmond 501A Rm 133(Lab 6)	Kysor Kalt	NA
Richmond 501A Rm 133(Lab 6)	VWR	MFV-30
Richmond 501A Rm 152 (Lab 9)	VWR	MFV-30
Richmond 501A Rm 133(Lab 6)	VWR	SCRFC-20A
Richmond 501A Rm 135(TC)	VWR	SCRFC-20A
Richmond 501A Rm 125 (Lab 4)	VWR	VWR51014991
Richmond 501A Rm 138	Thermo Scientific	KingFisher Flex
Richmond 501A Rm 142 (Lab)	Airclean	AC632LFUVC
Richmond 501D DNA Free 196 (Lab 18)	Airclean	AC632LFUVC
Richmond 501A Rm 133(Lab 6)	VWR	89511-424
Richmond 501A Rm 137(Miseq Room)	VWR	1570
Richmond 501A Rm 133(Lab 6)	Thermo Scientific	75007210
Richmond 501A Rm 133(Lab 6)	Apricot Designs	PPA-384-M
Richmond 501A Rm 133(Lab 6)	VWR	89511-424
Richmond 501A Rm 133(Lab 6)	Lonza	HT Nucleofector Plate Han
Richmond 501A Rm 137(Miseq Room)	Bio-Rad	T100
Richmond 501A Rm 137(Miseq Room)	Bio-Rad	T100
Richmond 501A Rm 137(Miseq Room)	Bio-Rad	T100
Richmond 501A Rm 137(Miseq Room)	Bio-Rad	T100
Richmond 501A Room 158 (Lab 10)	Bio-Rad	T100
Richmond 501A Rm 137(Miseq Room)	Bio-Rad	C1000 Touch
Richmond 501A Room 158 (Lab 10)	Bio-Rad	T100
Richmond 501A Rm 137(Miseq Room)	VWR	MFV-30
Richmond 501A Rm 156(Eq Rm)	Beckman	Avanti J25
Richmond 501A Rm 156(Eq Rm)	Bio-Rad	XRS+
Richmond 501A Rm 154 (Fz Rm)	Stirling	SU780XLE

Richmond 501A Rm 141 (Lab 7)	VWR	SCBMF-3020
Richmond 1st Floor	VWR	89511-424
Richmond 501A Rm 141 (Lab 7)	Airclean	AC632LFUVC
Richmond 501A Rm 141 (Lab 7)	VWR	SCGP-3004
Richmond 501A Rm 141 (Lab 7)	VWR	MFV-30
Richmond 501A Rm 149 (Lab 8)	VWR	MFV-30
Richmond 501A Rm 141 (Lab 7)	VWR	SCBMF-3020
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	T100
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	T100
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	T100
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	T100
Richmond 501A Rm 143	Bio-Rad	PX1 PCR Plate Sealer
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	C1000 Touch
Richmond 501A Rm 141 (Lab 7)	Invitrogen	Attune NXT
Richmond 501A Rm 141 (Lab 7)	Invitrogen	Attune NXT
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	TSG505SA
Richmond 501A Rm 141 (Lab 7)	Agilent	
Richmond 501A Rm 138	Cytiva (formerly GE Healthca	Typhoon FLA 7000
Richmond 501D Lab 169	VWR	VWR40086A
Richmond 501D Lab 169	VWR	SCBMF-3020
Richmond 501A Rm 127	VWR	1915
Richmond 501A Rm 149 (Lab 8)	VWR	MFS-3030
Richmond 501A Rm 149 (Lab 8)	Shel Lab	
Richmond 501A Room 158 (Lab 10)	Bio-Rad	T100
Richmond 501A Rm 149 (Lab 8)	Bio-Rad	T100
Richmond 501A Room 158 (Lab 10)	Bio-Rad	C1000 Touch
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch
Richmond 501A Rm 156(Eq Rm)	Beckman	Avanti JE
Richmond 501D Lab 163 (Tech Seq)	illumina	Miseq
Richmond 501D Lab 163 (Tech Seq)	illumina	Miseq
Richmond 501A Rm 152 (Lab 9)	VWR	MFV-30
Richmond 501A Rm 152 (Lab 9)	VWR	MFV-30
Richmond 501A Rm 152 (Lab 9)	VWR	1545
Richmond 501A Rm 152 (Lab 9)	VWR	1310
Richmond 501A Rm 152 (Lab 9)	Thermo Scientific	NanoDrop 8000
Richmond 501A Room 158 (Lab 10)	Airclean	AC632LFUVC
Richmond 501A Rm 152 (Lab 9)	VWR	MFS-3030
Richmond 501A Rm 152 (Lab 9)	VWR	SCGP-1084
Richmond 501A Hall 107	Thermo Scientific	20LFEETSA
Richmond 501A Rm 152 (Lab 9)	VWR	SCGP-3004
Richmond 501D BBAS TC 197 (Lab 17)	Molecular Devices	SpectraMax I3X
Richmond 501A Room 158 (Lab 10)	Bio-Rad	C1000 Touch
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch / CFX384
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch / CFX384

Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch
Richmond 501A Rm 117 (Lab 1)	Bio-Rad	T100
Richmond 501A Rm 117 (Lab 1)	Bio-Rad	T100
Richmond 501A Room 158 (Lab 10)	Bio-Rad	T100
Richmond 501A Rm 138	Thermo Scientific	3020
Richmond 1st Floor	Biotek	ELx50
Richmond 501D BBAS TC 197 (Lab 17)	Thermo Scientific	NanoDrop 8000
Richmond 501D COE Lab 171	VWR	SCBMF-3020
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	RCRF252A14
Richmond 501D BBAS 191 (Lab 19)	Airclean	AC632LFUVC
Richmond 501D BBAS 191 (Lab 19)	Perkin Elmer	LabChip GX Touch
Richmond 501D BBAS 191 (Lab 19)	Thermo Scientific	Quant Studio 6 Flex
Richmond 501D BBAS 191 (Lab 19)	Beckman	Microfuge 20R
Richmond 501D BBAS 191 (Lab 19)	Airclean	AC632LFUVC
Richmond 501D BBAS TC 197 (Lab 17)	Stirling	SU780XLE
Richmond 501D FD 175	Bio-Rad	C1000 Touch
Richmond 501D Lab 174	Thermo Scientific	Quantstudio 3
Richmond 501D Lab 174	Thermo Scientific	Quantstudio 3
Richmond 501D Lab 163 (Tech Seq)	illumina	Miseq
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch
Richmond 501D BBAS 191 (Lab 19)	Stirling	SU780XLE
Richmond 501A Rm 144(Freezer Rm 1)	Stirling	SU780XLE
Richmond 501D Ante 195	VWR	SCGP-3004
Richmond 501D AD Lab 172	Stirling	SU780XLE
Richmond 501A Rm 144(Freezer Rm 1)	Stirling	SU780XLE
Richmond 501A Rm 126 (Lab 5)	Caron	7400-33-1
Richmond 501D AD Lab 172	Caron	7400-33-1
Richmond 501D AD Lab 172	Caron	CRSY102-1
Richmond 501A Rm 126 (Lab 5)	Beckman	Optima XE-90
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	Legend RT+
Richmond 501A Rm 121 (Lab 3)	Lonza	Nucleofector II
Richmond 501A Rm 121 (Lab 3)	Lonza	Nucleofector II
Richmond 501A Rm 121 (Lab 3)	BTX Harvard Apparatus	ECM830
Richmond 501A Rm 121 (Lab 3)	BTX Harvard Apparatus	HT200
Richmond 501D BBAS TC 197 (Lab 17)	Eppendorf	5424R
Richmond 501D Lab 174	Mettler	ML4002E
Richmond 501A Rm 135(TC)	Thermo Scientific	Megafuge 8
Richmond 501A Rm 135(TC)	Labconco	302419100
Richmond 501A Rm 135(TC)	Eppendorf	5425
Richmond 501A Rm 149 (Lab 8)	VWR	SCGP-3004
Richmond 501A Rm 137(Miseq Room)	Applied Biosystems	Proflex 384
Richmond 501A Rm 137(Miseq Room)	Applied Biosystems	Proflex 384
Richmond 501A Rm 137(Miseq Room)	Applied Biosystems	Proflex 384

Richmond 501A Rm 137(Miseq Room)	Applied Biosystems	Proflex 384
Richmond 501A Rm 154 (Fz Rm)	Stirling	SU780XLE
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	Legend XTR
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50s
Richmond 501A Rm 149 (Lab 8)	Eppendorf	nexus GX2
Richmond 501A Rm 149 (Lab 8)	Eppendorf	nexus GX2
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50i
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50i
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50i
Richmond 501D BBAS 191 (Lab 19)	MSD	1201
Richmond 501A Rm 149 (Lab 8)	Thermo Scientific	Megafuge 8
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	QX200
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Automated Droplet Genera
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	PX1 PCR Plate Sealer
Richmond 501D Cold Rm 167	Cytiva (formerly GE Healthca	Akta Pure 25L
Richmond 501A Rm 141 (Lab 7)	Beckman	Microfuge 20R
Richmond 501A Rm 149 (Lab 8)	VWR	MFS-3030
Richmond 501A Rm 149 (Lab 8)	VWR	SCGP-3004
Richmond 501A Rm 141 (Lab 7)	Integra	VIAFL096
Richmond 501A Rm 149 (Lab 8)	Airclean	AC632LFUVC
Richmond 501A Rm 153 (Lab)	Li-Cor	9140
Richmond 501A Rm 141 (Lab 7)	Covaris	ME220
Richmond 501A Rm 142 (Lab)	Covaris	M220
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch / CFX384
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch / CFX384
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch / CFX384
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch / CFX96
Richmond 501A Room 158 (Lab 10)	Thermo Scientific	Legend RT+
Richmond 501A Rm 152 (Lab 9)	VWR	SCGP-3004
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	C1000 Touch
Richmond 501D DNA Free 196 (Lab 18)	Stirling	SU105UE
Richmond 501A Rm 118 (Lab 2)	Molecular Devices	Imagexpress Micro
Richmond 501A Rm 133(Lab 6)	Airclean	AC648TLFUVC
Richmond 501A Rm 118 (Lab 2)	Thermo Scientific	05FFEETSA
Richmond 501A Rm 117 (Lab 1)	VWR	MFV-30
Richmond 501D BBAS 191 (Lab 19)	Molecular Devices	SpectraMax i3x
Richmond 501D BBAS 191 (Lab 19)	Pall ForteBio	Octet Red 96e
Richmond 501D BBAS 191 (Lab 19)	VWR	VWR32040A
Richmond 501A Rm 127	Stirling	SU780XLE

Richmond 501D BBAS 191 (Lab 19)	Stirling	SU780XLE
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	ChemiDoc MP Imaging Sys
Richmond 501A Room 158 (Lab 10)	VWR	MFV-30
Richmond 501D BBAS 191 (Lab 19)	Biotek	405TSUVSQ
Richmond 501D PD FD Lab 173	Biotek	AF1000A
Richmond 501D Lab 174	Stirling	SU105UE
Richmond 501D BBAS 191 (Lab 19)	Biotek	405TSUVSQ
Richmond 501D Lab 168	Thermo Scientific	1370
Richmond 1003 Lab 120	Labconco	Protector Laboratory Hood
Richmond 501D BBAS TC 197 (Lab 17)	Beckman	Allegra X-14R
Richmond 501D BBAS 191 (Lab 19)	Beckman	Allegra X-14R
Richmond 501A Room 158 (Lab 10)	Thermo Scientific	TSX2320FA
Richmond 501D BBAS TC 197 (Lab 17)	Invitrogen	EVOSM7000
Richmond 501A Room 158 (Lab 10)	VWR	VWG45CPLA
Richmond 501D BBAS TC 197 (Lab 17)	Thermo Scientific	3310
Richmond 501D BBAS TC 197 (Lab 17)	Thermo Scientific	3310
Richmond 501A Room 158 (Lab 10)	Bio-Rad	Chemidoc Imaging System
Richmond 501D BBAS TC 197 (Lab 17)	Thermo Scientific	Heraeus Fresca 21
Richmond 501D BBAS TC 197 (Lab 17)	Thermo Scientific	Heraeus Fresca 21
Richmond 501D DNA Free 196 (Lab 18)	Eppendorf	5424R
Richmond 501A Room 158 (Lab 10)	Bio-Rad	C1000 Touch
Richmond 501A Room 158 (Lab 10)	Bio-Rad	C1000 Touch
Richmond 501A Room 158 (Lab 10)	Eppendorf	5424R
Richmond 501A Room 158 (Lab 10)	VWR	SCGP-3004
Richmond 501A Room 158 (Lab 10)	Eppendorf	New Brunswick Innova 44F
Richmond 501D BBAS TC 197 (Lab 17)	FastPrep 96	6010500
Richmond 501A Room 158 (Lab 10)	Qsonica	Q125
Richmond 501 Canal Blvd.	Beckman	Avanti J-E
Richmond 501D BBAS 191 (Lab 19)	Mettler	XSR205DU
Richmond 501A Room 158 (Lab 10)	Thermo Scientific	Nanodrop 8000
Richmond 501A Room 158 (Lab 10)	Stirling	SU780XLE
Richmond 501A Rm 149 (Lab 8)	VWR	MFV-30
Richmond 501A Rm 149 (Lab 8)	VWR	MFV-30
Richmond 501D BBAS TC 197 (Lab 17)	Primovert	
Richmond 501D Lab 163 (Tech Seq)	VWR	VWG45CPLA
Richmond 501A Room 158 (Lab 10)	Invitrogen	iBlot 2
Richmond 501A Room 158 (Lab 10)	Eppendorf	5425
Richmond 501A Room 158 (Lab 10)	Eppendorf	5425
Richmond 501A Room 158 (Lab 10)	Eppendorf	5425
Richmond 501A Room 158 (Lab 10)	Eppendorf	5425
Richmond 501D BBAS 191 (Lab 19)	VWR	VWR-1002E
Richmond 501A Rm 153 (Lab)	Azure Biosystems	Azure 600
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	Sorvall X4r Pro-MD
Richmond 501D Lab 174	Thermo Scientific	Quantstudio 3

Richmond 501D Lab 169	Stirling	SU780XLE
Richmond 501A Sam Mgmt 166	Stirling	SU780XLE
Richmond 501D BBAS TC 197 (Lab 17)	Promega	AS4500 - Maxwell RSC Sys
Richmond 501A Rm 117 (Lab 1)	VWR	VWG30CSGA
Richmond 501D Lab 169	Cytiva (formerly GE Healthca	Akta Pure 25
Richmond 501D AD Lab 172	Thermo Scientific	UGL2320A
Richmond 501A Rm 121 (Lab 3)	Thermo Scientific	REL 5004A
Richmond 501D BBAS TC 197 (Lab 17)	Thermo Scientific	UGL2320A
Richmond 501D Lab 168	Thermo Scientific	1300 Series A2
Richmond 501D PD FD Lab 173	Thermo Scientific	1375
Richmond 501D DNA Free 196 (Lab 18)	Air Clean	AC632LFUVC
Richmond 501D DNA Free 196 (Lab 18)	Air Clean	AC632LFUVC
Richmond 501D Lab 169	MVE	815P-190 AF GB
Richmond 501A Rm 127	Thermo Scientific	REL 5004A
Richmond 501A Rm 118 (Lab 2)	Thermo	Heraeus Fresco 17
Richmond 501A Rm 118 (Lab 2)	Thermo	Heraeus Fresco 17
Richmond 501A Sam Mgmt 166	Stirling	SU780XLE
Richmond 501D Sam Rec 165	Labconco	302319100
Richmond 501A Rm 135(TC)	Invtrogen	Countess II FL
Richmond 501A Rm 121 (Lab 3)	Invitrogen	EVOS FL Auto 2
Richmond 501A Rm 121 (Lab 3)	Nikon	Ecclipse TE300
Richmond 501A Rm 121 (Lab 3)	Olympus	IX50-S8F2
Richmond 501A Rm 126 (Lab 5)	Nikon	Ecclipse TS100-F
Richmond 501A Rm 135(TC)	Motic	
Richmond 501D AD Lab 172	Stirling	SU780XLE
Richmond 501A Rm 156(Eq Rm)	Beckman	Avanti JXN-26
Richmond 501D Stor 198B	Eppendorf	5424
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	SHKE6000-7
Richmond 501A Rm 133(Lab 6)	VWR	MFV-30
Richmond 501D BBAS 191 (Lab 19)	VWR	GDM-47-SCI-HC-LD
Richmond 501A Rm 125 (Lab 4)	Miltenyi	CliniMACS
Richmond 501A Rm 125 (Lab 4)	Terumo	TSCD-II
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	C1000 Touch
Richmond 501A Rm 126 (Lab 5)	Sartorius	LE6202S
Richmond 501A Rm 118 (Lab 2)	Charles River	PTS150
Richmond 501A Room 158 (Lab 10)	Lonza	4D Nucleofector Core
Richmond 501D Lab 174	Bio-Rad	T100
Richmond 501A Rm 133(Lab 6)	VWR	MFV-30
Richmond 501D Lab 163 (Tech Seq)	10X Genomics	GCG-SR-1
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch
Richmond 501A Lab Room 157	Protein Simple	Jess
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50s
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50i
Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50i

Richmond 501A Rm 149 (Lab 8)	Eppendorf	Mastercycler X50i
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	C1000 Touch
Richmond 501D Lab 169	Labconco	302611101
Richmond 501D Lab 169	Labconco	302611101
Richmond 501D AD Lab 172	Labconco	302611101
Richmond 501D AD Lab 172	Labconco	302611101
Richmond 501A Rm 123 (Media Prep)	Lancer	1300 LX Ultima
Richmond 501D AD Lab 172	Labconco	302619101
Richmond 501D AD Lab 172	Caron	7400-33-1
Richmond 501A Rm 126 (Lab 5)	Caron	7400-33-1
Richmond 501A Rm 126 (Lab 5)	Caron	CRSY102-1
Richmond 501A Rm 126 (Lab 5)	Beckman	Avanti J-15RIVD
Richmond 501A Rm 149 (Lab 8)	Formulatrix	Mantis
Richmond 501A Rm 141 (Lab 7)	VWR	12620-946
Richmond 501D FD 175	Molecular Devices	iD3
Richmond 501D Stor 198B	Invitrogen	Countess
Richmond 1003 Lab 124A	Thermo	Sorvall Legend Micro 17
Richmond 501D Lab 174	Mettler	PL602E
Richmond 501D FD 175	Mettler	MS303TS/00
Richmond 501D FD 175	Mettler	MS3002TS/00
Richmond 501D Lab 169	Thermo Scientific	SHKE6000-7
Richmond 501D Lab 169	Thermo Scientific	SHKE6000-7
Richmond 501A Rm 118 (Lab 2)	Charles River	NEX-GEN MCS150
Richmond 501A Rm 152 (Lab 9)	Tecan	Fluent 1080
Richmond 501A Rm 133(Lab 6)	Lonza	HT Nucleofector
Richmond 501A Hall 107	Thermo Scientific	20LREETSA
Richmond 501A Rm 117 (Lab 1)	VWR	89511-424
Richmond 501D Lab 169	Caron	7401-33-1
Richmond 501D Lab 168	Labconco	302411101
Richmond 501A Rm 126 (Lab 5)	Beckman	Optima XE-90
Richmond 501D AD Lab 172	Beckman	JXN-26
Richmond 501A Rm 151 (Lab)	Apricot Design	TPS-F96-125
Richmond 501A Rm 135(TC)	VWR	VWR51014991
Richmond 501A Rm 135(TC)	VWR	VWR51014991
Richmond 501A Rm 125 (Lab 4A)	VWR	VWR51014991
Richmond 501A Rm 125 (Lab 4A)	VWR	VWR51014991
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501D BBAS 191 (Lab 19)	Thermo Scientific	QuantStudio 6 Flex
Richmond 501D Lab 169	Stirling	SU105UE
Richmond 501D BBAS 191 (Lab 19)	Thermo Scientific	QuantStudio 6 Pro A43054
Richmond 501A Rm 126 (Lab 5)	Design Filtration Microzone	C2BSC-7-WI
Richmond 501A Rm 126 (Lab 5)	VWR	2400-37
Richmond 501A Rm 126 (Lab 5)	Maxwell Biosystems	MaxTwo

Richmond 501A Rm 126 (Lab 5)	Lonza	96 Shut-well
Richmond 501A Rm 125 (Lab 4)	Baker	BD404XD
Richmond 501D Lab 169	Eppendorf	DASGIP MX4/4
Richmond 501D Lab 169	Leica	DM1
Richmond 501D AD Lab 172	Thermo Scientific	Sorvall Legend Micro 17
Richmond 501A Rm 126 (Lab 5)	Invitrogen	Countess 3
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	C1000 Touch
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	C1000 Touch
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	Sorvall Legend Micro 17R
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	Sorvall Legend Micro 17
Richmond 501A Rm 121 (Lab 3)	Nexcelcom	MX FL2
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	NanoDrop 8000
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501A Rm 125 (Lab 4)	VWR	VWR51014991
Richmond 501A Rm 125 (Lab 4)	VWR	VWR51014991
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501D AD Lab 172	Beckman	JXN-26
Richmond 501D BBAS 191 (Lab 19)	Airclean	AC632LFUVC
Richmond 501A Room 158 (Lab 10)	Mystaire	MY-MPCR24
Richmond 501A Rm 141 (Lab 7)	VWR	3500i
Richmond 501D Lab 163 (Tech Seq)	illumina	Miseq
Richmond 501A Rm 126 (Lab 5)	Tecan	Fluent 780
Richmond 501A Lab Room 157	Tecan	Fluent 480
Richmond 501D Lab 169	TerumoBCT Inc.	SCD IIB
Richmond 501D FD 175	Biotek	405 TS
Richmond 1003 Stock Room	Leica	DMIL LED Cellfactory
Richmond 501A Rm 125 (Lab 4)	BD Bosciences	FacsMelody
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch / CFX96
Richmond 501A Lab Room 157	Bio-Rad	C1000 Touch / CFX96
Richmond 501A Rm 151 (Lab)	Dynamic Biosensors	Helix+
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch / CFX384
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	C1000 Touch / CFX384
Richmond 501A Rm 152 (Lab 9)	Thermo Scientific	X Pro Series
Richmond 501A Rm 152 (Lab 9)	PerkinElmer	Twister 3
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	Multidrop Combi
Richmond 501D AD Lab 172	VWR	GTVWG49CPGA
Richmond 501D Lab 174	Li-Cor	9142
Richmond 501D Lab 169	Thermo Scientific	GTTSG30RPGA
Richmond 501A Rm 127	Thermo Scientific	TSX3020FA
Richmond 501A Rm 126 (Lab 5)	Thermo Scientific	TSX3020FA
Richmond 501D Lab 168	TubeWriter	TubeWriter 360

Richmond 501A Rm 126 (Lab 5)	VWR	VWR51014991
Richmond 501A Rm 151 (Lab)	Dynamic Biosensors	Helix+
Richmond 501A Rm 118 (Lab 2)	Thermo Fisher	FS450
Richmond 501D Lab 174	Labconco	3970405
Richmond 501D Lab 174	Labconco	3970405
Richmond 501A Rm 141 (Lab 7)	Stirling	SU105UE
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	TSX3020FA
Richmond 501A Rm 152 (Lab 9)	Thermo Scientific	TSX3020FA
Richmond 501A Rm 149 (Lab 8)	Thermo Scientific	SHKE6000-7
Richmond 501A Mobile	Vaisala	MI70
Richmond 501A Mobile	Vaisala	GMP221 (GM70)
Richmond 501D Lab 169	VWR	HCCP-49
Richmond 501A Rm 141 (Lab 7)	Thermo Scientific	TSX3005SA
Richmond 501A Rm 120 (Lab 2A)	MVE	HECO 815P-190AF-BB-TS
Richmond 501A Mobile	Fluke	1524
Richmond 501A Mobile	Fluke	5606-50-P
Richmond 501A Mobile	Fluke	5606-50-P
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 384W
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 96W Fast
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 96W Fast
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 96W Fast
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 96W Dee
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 48/48W F
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 48/48W F
Richmond 501A Rm 152 (Lab 9)	Thermo Scientific	TSX3020FA
Richmond 501A Rm 152 (Lab 9)	Thermo Scientific	TSX3005SA
Richmond 501A Room 158 (Lab 10)	Integra Biosciences	VIAFLO 384
Richmond 501D BBAS 191 (Lab 19)	Eppendorf	5424R
Richmond 501A Room 158 (Lab 10)	Fisher Scientific	Acumet AE150
Richmond 501D BBAS 191 (Lab 19)	Sorvall	Biofuge Pico
Richmond 501D BBAS TC 197 (Lab 17)	Eppendorf	ThermoMixer F2.0
Richmond 501D DNA Free 196 (Lab 18)	Eppendorf	5430
Richmond 501D BBAS TC 197 (Lab 17)	Formulatrix	Mantis
Richmond 501D DNA Free 196 (Lab 18)	VWR	VSU-4RW-N6
Richmond 501D Lab 163 (Tech Seq)	illumina	Nextseq 2000
Richmond 501A Rm 120 (Lab 2A)	Thermo Scientific	9920879
Richmond 501D Stor 198B	Thermo Scientific	9920899
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Richmond 501D Stor 198B	Thermo Scientific	10801514
Richmond 501A Rm 120 (Lab 2A)	Thermo Scientific	21236731

Richmond 501A Rm 120 (Lab 2A)	Thermo Scientific	21236731
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 96W Dee
Richmond 501A Rm 138	Thermo Scientific	NanoDrop 8000
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 48/48W F
Richmond 501A Sam Mgmt 166	Stirling	SU780XLE
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 384W
Richmond 501D BBAS 191 (Lab 19)	Bio-Rad	Reaction Module 384W
Richmond 501A Rm 127	Thermo Scientific	PN:00-0356/PN:00-0370
Richmond 501D BBAS TC 197 (Lab 17)	Labconco	302419101
Richmond 501A Rm 121 (Lab 3)	Leica	DMi1
Richmond 501D Lab 168	Unchained Labs	Big Tuna
Richmond 501A Sam Mgmt 166	Thermo Scientific	TSG505GA
Richmond 501A Sam Mgmt 166	Thermo Scientific	7400
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	Sorvall Legend Micro 17
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	Sorvall Legend Micro 17
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	Fresco 17
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	Fresco 17
Richmond 501A Rm 117 (Lab 1)	LOC Scientific	
Richmond 501A Rm 118 (Lab 2)	LOC Scientific	
Richmond 501A Rm 118 (Lab 2)	Thermo Scientific	Sorvall Legend Micro 17
Richmond 501A Rm 118 (Lab 2)	Eppendorf	5425
Richmond 501A Room 158 (Lab 10)	Eppendorf	5384
Richmond 501A Rm 125 (Lab 4)	Nikon	TS100 Eclipse
Richmond 501A Rm 121 (Lab 3)	Nikon	Eclipse E400
Richmond 501A Rm 126 (Lab 5)	Bio-Rad	TC20
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	PX1
Richmond 1003 West Cutting Blvd.	Invitrogen	Countless 3
Richmond 501A Rm 123 (Media Prep)	Lancer	1300 LX Ultima
Richmond 501D FD 175	Hansen	5SA-47
Richmond 501D BBAS 191 (Lab 19)	Hansen	5SA-70
Richmond 501D BBAS TC 197 (Lab 17)	Hansen	5SA-70
Richmond 501A Rm 121 (Lab 3)	Zeiss	Invertoscope 40 C
Richmond 501A Rm 121 (Lab 3)	Motic	AE31E
Richmond 501A Rm 121 (Lab 3)	EXFO	X-Cite 120
Richmond 501A Rm 121 (Lab 3)	EXFO	X-Cite 120
Richmond 501D AD Lab 172	Nikon	Eclipse TS100
Richmond 501A Mobile	Gasco	NIUHPP-10
Richmond 501A Mobile	Gasco	AIUZP10
Richmond 501A Mobile	NorLab Gas	43Y117
Richmond 501D Cold Rm 167	Cold Room Solutions	CPX2-C1
Richmond 501D BBAS TC 197 (Lab 17)	Covaris	CP02
Richmond 501A Rm 150(Freezer Rm 2)	Stirling	SU780XLE
	VWR	GDM-41-SCI-HC-LD
Richmond 501A Rm 120 (Lab 2A)	VWR	VWR-6100TC.N

Richmond 501D Cold Rm 167	Cytiva (formerly GE Healthca	F9-C
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	96W Fast
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	96W Fast
Richmond 501A Room 158 (Lab 10)	Eppendorf	Thermo Mixer C
Richmond 501A Lab Room 157	Bio-Rad	96W Fast
Richmond 501A Lab Room 157	Bio-Rad	96W Fast
Richmond 501A Lab Room 157	Bio-Rad	96W Fast
Richmond 501A Lab Room 157	Bio-Rad	48/48W Fast
Richmond 501A Lab Room 157	Bio-Rad	96W Fast
Richmond 501A Rm 141 (Lab 7)	Bio-Rad	96W Fast
Richmond 501A Rm 137(Miseq Room)	Bio-Rad	96W Fast
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	96W Fast
Richmond 501A Rm 152 (Lab 9)	Bio-Rad	96W Fast
Richmond 501D DNA Free 196 (Lab 18)	Eppendorf	5425
Richmond 501D BBAS 191 (Lab 19)	Integra Biosciences	Mini 96 125 uL
Richmond 501D Fz 194	Hoshizaki	F-450MAJ
Richmond 501D BBAS 191 (Lab 19)	Molecular Devices	Fluorescence, 0200-5060
Richmond 501D BBAS 191 (Lab 19)	Molecular Devices	Absorbance, 0200-6117
Richmond 501D BBAS 191 (Lab 19)	Molecular Devices	Luminescence, 0200-6186
Richmond 501A Rm 141 (Lab 7)	Eppendorf	5420
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	Microm HM 450
Richmond 501A Rm 125 (Lab 4)	Eppendorf	5424
Richmond 501A Rm 137(Miseq Room)	Applied Biosystems	Dual Proflex 96
Richmond 501D BBAS TC 197 (Lab 17)	Eppendorf	5382
Richmond 501D BBAS TC 197 (Lab 17)	Labconco	302619101
Richmond 501D BBAS TC 197 (Lab 17)	Labconco	302619001
Richmond 501D Lab 174	Thermo Scientific	TSX505SA
Richmond 501A Rm 117 (Lab 1)	Thermo Scientific	TSX2305SA
Richmond 501A Rm 150(Freezer Rm 2)	Stirling	SU780XLE
Richmond 501D BBAS 191 (Lab 19)	Stirling	SU780XLE
Richmond 501A Rm 117 (Lab 1)	Ward Science+	Roto Thermo Mini H2020
Richmond 501A Rm 117 (Lab 1)	Militenyi Biotech	GentleMACS Octo Dissoci
Richmond 501D BBAS 191 (Lab 19)	Cole Palmer	SI505
Richmond 501A Rm 125 (Lab 4)	Bio-Rad	TC20
Richmond 501D BBAS 191 (Lab 19)	Thermo Scientific	TSX2320FA
Richmond 501A Rm 150(Freezer Rm 2)	Stirling	SU780XLE
Richmond 501A Rm 125 (Lab 4)	Thermo Scientific	TSX5005SA
Richmond 501A Rm 154 (Fz Rm)	Stirling	SU780XLE
Richmond 501A Rm 154 (Fz Rm)	Stirling	SU780XLE
Richmond 501D Lab 169	Invitrogen	Countess 3
Richmond 501A Rm 139 (Lab)	Tecan	Infinite 200 Pro
Richmond 501D BBAS TC 197 (Lab 17)	Airclean	AC4000E
Richmond 1003 Lab 115	VWR	5000
Richmond 501D AD Lab 172	VWR	5000

Richmond 501D AD Lab 172	VWR	5000
Richmond 501A Rm 126 (Lab 5)	VWR	5000
Richmond 501A Rm 126 (Lab 5)	VWR	5000
Richmond 501A Rm 126 (Lab 5)	VWR	5000
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Richmond 501D AD Lab 172	VWR	Dura-Shaker
Richmond 501D Lab 169	VWR	5000
Richmond 501D Lab 169	VWR	5000
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Richmond 501A Rm 152 (Lab 9)	Tecan	Infinite 200 Pro

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Asset ID	Status	Asset Type	Description
N00308	Active	Freezer	Freezer -80°C
N00376	Active	Laminar Airflow Hood	Biosafety Cabinet
N00377	Active	Laminar Airflow Hood	Biosafety Cabinet
N00378	Active	Centrifuge	Floor Centrifuge
N00380	Active	Freezer	Freezer -20°C
N00381	Active	Freezer	Freezer -80 °C
N00382	Active	Freezer	Freezer -80 °C
N00383	Active	Laminar Airflow Hood	Biosafety Cabinet
N00384	Active	Refrigerator	Refrigerator 2 Door
N00385	Active	Refrigerator	Refrigerator 2 Door
N00386	Active	Refrigerator	Refrigerator 2 Door
N00387	Active	Centrifuge	Centrifuge
N00388	Active	Refrigerator	Refrigerator 2 Door
N00389	Active	Laminar Airflow Hood	Biosafety Cabinet
N00390	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N00391	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N00394	Active	Glass Washer	Parts Washer
N00395	Active	Autoclave	Autoclave
N00396	Active	Lab Equipment	Bioprocess Control Station
N00397	Active	Lab Equipment	Bioprocess Control Station
N00398	Active	Laminar Airflow Hood	Biosafety Cabinet
N00399	Active	Laminar Airflow Hood	Biosafety Cabinet
N00400	Active	Laminar Airflow Hood	Biosafety Cabinet
N00401	Inactive	Incubator	CO2 Incubator
N00402	Active	Incubator	CO2 Incubator
N00408	Inactive	Lab Equipment	Cell Processing System
N00411	Active	Lab Equipment	Shaking Incubator
N00413	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N00414	Inactive	Lab Equipment	Bioreactor
N00420	Active	Lab Equipment	Digital Microscope
N00421	Inactive	Lab Equipment	Flow Cytometer
N00422	Inactive	Lab Equipment	Nucleocounter
N00425	Active	Lab Equipment	Biowelder
N00426	Active	Lab Equipment	Flow Filtration System
N00427	Inactive	Lab Equipment	Microscope
N00429	Active	Lab Equipment	Tubing Welder
N00430	Active	Lab Equipment	Light Scanning System
N00432	Active	Lab Equipment	Purification System
N00433	Active	Balance/Scale	Scale
N00434	Active	Lab Equipment	Nucleocounter
N00435	Active	Freezer	Freezer -20°C
N00438	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N00441	Inactive	Lab Equipment	Electroporation System

N00442	Inactive	Lab Equipment	Automated Cell Culture Analy
N00452	Inactive	Lab Equipment	Cell Sorter
N00464	Active	Bioreactor	Bioreactor
N00465	Active	Balance/Scale	Balance
N00466	Inactive	Freezer	Control Rate Freezer
N00469	Inactive	Refrigerator	Delicase Refrigerator
N00473	Inactive	Incubator	CO2 Incubator
N00474	Active	Incubator	CO2 Incubator
N00477	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N00483	Active	Lab Equipment	Automated Cell Culture Analy
N00486	Active	Lab Equipment	Liquid Chromatography
N00487	Inactive	Centrifuge	Centrifuge
N00488	Active	Bioreactor	Bioreactor
N00490	Active	Centrifuge	Centrifuge
N00491	Inactive	Lab Equipment	Tube Welder
N00497	Active	Lab Equipment	Oven
N00499	Active	Lab Equipment	Flow Transfection System
N00504	Active	Stability Chambers	Stability Chambers
N00505	Active	Balance/Scale	Floor Scale
N00506	Active	Stability Chambers	Stability Chambers
N00507	Active	Balance/Scale	Scale
N00510	Active	Lab Equipment	Ice Maker
N00511	Active	Lab Equipment	Spectrophotometer
N00518	Active	Lab Equipment	Plate Sealer
N00519	Active	Balance/Scale	Scale
N00527	Active	Lab Equipment	Tubing Welder
N00528	Inactive	Lab Equipment	External Sampling Module
N00529	Active	Lab Equipment	Particle Analysis System
N00531	Inactive	Lab Equipment	Labchip
N00532	Active	Lab Equipment	Micro Flow Imaging
N00533	Active	Lab Equipment	Liquid Handler & Bluetooth Pi
N00537	Active	Lab Equipment	PCR
N00542	Active	Centrifuge	Centrifuge
N00543	Active	Balance/Scale	Balance
N00544	Active	Balance/Scale	Balance
N00557	Active	Balance/Scale	Analytical balance
N00559	Inactive	Lab Equipment	UPLC
N00560	Active	Laminar Airflow Hood	Biosafety Cabinet
N00562	Inactive	Lab Equipment	Cell Sorter
N00563	Active	Lab Equipment	Peristaltic Pump
N00564	Active	Lab Equipment	Peristaltic Pump
N00611	Active	Lab Equipment	Portable Endotoxin Testing Sy
N00612	Active	Lab Equipment	Ultrasonic Liquid Processor Sy
N00615	Active	Laminar Airflow Hood	Fume Hood

N00616	Inactive	Laminar Airflow Hood	Fume Hood
N00644	Active	Lab Equipment	Plate Washer
N00645	Inactive	Lab Equipment	LCMS
N00646	Inactive	Lab Equipment	Plate Reader
N00647	Active	Lab Equipment	Shaking Incubator
N00648	Active	Lab Equipment	Shaking Incubator
N00649	Active	Thermal Cycler	Thermal Cycler
N00650	Inactive	Thermal Cycler	Thermal Cycler
N00699	Active	Lab Equipment	PCR System
N00700	Active	Lab Equipment	Bioanalyzer
N00719	Inactive	Lab Equipment	Covaris ML230 Focused-ultras
N00733	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N00734	Active	Lab Equipment	Osmometer
N00737	Inactive	Laminar Airflow Hood	Biosafety Cabinet 5'
N00855	Active	Freezer	Freezer -20°C
N00856	Active	Freezer	Freezer -20°C
N00858	Active	Lab Equipment	1260 Infinty II Flexible Pump
N00877	Inactive	Freezer	Control Rate Freezer
N00879	Active	Lab Equipment	Automated Thawers
N00903	Inactive	Thermal Cycler	Thermal Cycler
N00904	Active	Balance/Scale	Scale 15 lb (6 kg)
N00905	Active	Lab Equipment	PCR Workstation, Combinatio
N00930	Inactive	Ice Machine	Undercounter Ice Machine
N00935	Active	Refrigerator	UnderCounter Refrigerator
N00949	Inactive	Laminar Airflow Hood	Fume Hood
N00950	Inactive	Laminar Airflow Hood	Laboratory Fume Hood
N00984	Inactive	Lab Equipment	AirClean 600 PCR Workstation
N00985	Active	Lab Equipment	pH Meter
N00986	Active	Bioreactor	DASGIP Bioreactor
N00990	Inactive	Lab Equipment	Filter Integrity Tester
N00994	Active	Freezer	Freezer -80 °C
N00995	Active	Lab Equipment	QX ONE Droplet Digital PCR S
N01006	Active	Lab Equipment	Real-Time PCR System
N01009	Inactive	Freezer	LN2 Cryogenic Freezer
N01010	Inactive	Freezer	LN2 Cryogenic Freezer
N01014	Inactive	Lab Equipment	SIMOA Quanterix
N01015	Inactive	Freezer	LN2 Cryogenic Freezer
N01016	Inactive	Freezer	LN2 Cryogenic Freezer
N01017	Inactive	Lab Equipment	MALS Fractionation System
N01018	Inactive	Lab Equipment	Differential Refractive Index D
N01048	Active	Freezer	Undercounter -20 Freezer
N01049	Active	Freezer	Undercounter Freezer (-20C)
N01050	Active	Refrigerator	Undercounter Refrigerator
N01051	Active	Refrigerator	Undercounter Refrigerator

N01056	Inactive	Lab Equipment	Agilent 1290 Infinity II UHPLC-
N01057	Inactive	Laboratory Equipment	1290 Bio Multisampler
N01058	Inactive	Lab Equipment	1290 MCT
N01059	Inactive	Lab Equipment	1290 DAD FS
N01060	Inactive	Lab Equipment	1260 FLD Spectra
N01061	Inactive	Laminar Airflow Hood	Biological Safety Cabinet, 6ft
N01062	Active	Laminar Airflow Hood	Biological Safety Cabinet, 6ft
N01063	Active	Laminar Airflow Hood	Biological Safety Cabinet, 4ft
N01064	Active	Laminar Airflow Hood	Biological Safety Cabinet, 6ft
N01065	Active	Laminar Airflow Hood	Biological Safety Cabinet, 6ft
N01066	Active	Lab Equipment	Agilent 1260 Infinity II Flexible
N01067	Active	Lab Equipment	1260 Bio Multisampler
N01068	Active	Lab Equipment	1260 MCT
N01069	Active	Lab Equipment	1260 DAD WR
N01070	Active	Lab Equipment	1260 FLD Spectra
N01071	Active	Freezer	Freezer -80 °C
N01072	Inactive	Refrigerator	Refrigerator (Deli)
N01073	Active	Freezer	Freezer -80 °C
N01074	Active	Freezer	Freezer -20 °C
N01075	Inactive	Refrigerator	Refrigerator (Under Counter)
N01083	Active	Freezer	Freezer -80 °C
N01106	Inactive	Laboratory Equipment	Real Time qPCR
N01108	Inactive	Laboratory Equipment	Vacuum Centrifuge
N01111	Inactive	Laboratory Equipment	Peristatic Filler
N01128	Inactive	Balance/Scale	Analytical Balance
N01129	Active	Balance/Scale	Balance
N01130	Active	Balance/Scale	Analytical Balance
N01131	Active	Lab Equipment	ThermoMixer
N01132	Active	Lab Equipment	ThermoMixer
N01133	Active	Lab Equipment	Drybath
N01134	Active	Lab Equipment	Waterbath
N01135	Inactive	Lab Equipment	Waterbath
N01136	Active	Lab Equipment	Pump
N01137	Active	Lab Equipment	Centrifuge
N01138	Active	Lab Equipment	pH Meter
N01139	Active	Lab Equipment	Tube Sealer
N01140	Active	Lab Equipment	Transfection System
N01141	Inactive	Stability Chambers	Environmental Chamber
N01142	Active	Lab Equipment	Density Excellence D4
N01144	Active	Lab Equipment	Milli-Q Water Purification Syst
N01146	Inactive	Lab Equipment	Freezing Point Osmometer
N01151	Active	Lab Equipment	Protein Analyzer
N01169	Active	Lab Equipment	1290 Infinity II UHPLC- Bio Pu
N01170	Inactive	Lab Equipment	1290 Thermostat

N01171	Active	Lab Equipment	1260 FC-AS
N01172	Inactive	Lab Equipment	1260 FLD Specra
N01173	Active	Lab Equipment	1260 DAD WR
N01174	Active	Lab Equipment	1290 MCT
N01175	Active	Lab Equipment	1290 Multisampler
N01180	Inactive	Lab Equipment	NucleoCounter
N01181	Inactive	Lab Equipment	Buffer Exchange
N01186	Active	Lab Equipment	Particle Counter
N01187	Inactive	Flow Cytometer	CytoFLEX LX (cell analyzer)
N01188	Inactive	Flow Cytometer	CytoFLEX SRT (cell sorter)
N01189	Inactive	Flow Cytometer	CytoFLEX S
N01191	Active	Lab Equipment	UV-Visible Protein Analyzer
N01192	Active	Chromatography System	AKTA Pilot 600
N01193	Active	dPCR	QX ONE Droplet Digital PCR S
N01194	Active	Laboratory Equipment	FFF-MALS (Eclipse)
N01195	Active	Laboratory Equipment	FFF-MALS (OptiLab)
N01196	Active	Laboratory Equipment	FFF-MALS (Dawn)
N01197	Active	Laboratory Equipment	SpectraMax i3
N01198	Active	Freezer	-80 Freezer
N01199	Active	Lab Equipment	PacBio Sequencer
N01200	Inactive	Lab Equipment	Tangential Flow Filtration
N01201	Inactive	Lab Equipment	KrosFLo Junior Peristaltic/Aux
N01202	Inactive	Lab Equipment	Feed Scale
N01203	Inactive	Lab Equipment	Permeate Scale
N01204	Active	Laminar Airflow Hood	Biosafety Cabinet
N01205	Inactive	Laminar Airflow Hood	Biosafety Cabinet
N01209	Active	Refrigerator	Refrigerator
N01217	Inactive	Stability Chambers	Environmental Chamber
N01224	Inactive	Lab Equipment	NucleoCounter
N01241	Active	Lab Equipment	Agilent 1260 HPLC Multi Samp
N01242	Active	Lab Equipment	Agilent 1260 HPLC Multi Colu
N01243	Active	Lab Equipment	Agilent 1260 HPLC Diode Arra
N01244	Active	Lab Equipment	Agilent 1260 HPLC Fluorescer
N01245	Active	Multi Sampler	1260 Infinty II Multi Sampler
N01246	Active	Thermostat	1260 Infinty II Multi Column Th
N01247	Active	Lab Equipment	1260 Infinty II Diode Array Det
N01248	Active	Lab Equipment	1260 Infinty II Fluorescence D
N01249	Active	Lab Equipment	1260 Infinty II Bio-inert Fractic
N01250	Active	Thermostat	1260 Infinty II Autosampler Th
N01257	Active	Freezer	-80C Undercounter Freezer
N01258	Active	Lab Equipment	Microscope
N01274	Inactive	Lab Equipment	Compact Titrator
N01357	Active	Lab Equipment	Photostability Chamber
N01358	Inactive	Freezer	Controlled Rate Freezer

N01359	Inactive	Weight	Weight Set - 10gm and 200gm
N01364	Active	Stir Plate	Magnetic Stir Plate
N01365	Active	Weight	Weight Set - 10gm and 200gm
N01369	Active	Lab Equipment	Chromatography Repackable
N01457	Active	Lab Equipment	Magnetic Stirrer with Crystal c
N01458	Active	Lab Equipment	Orion Electrochemistry (pH) M
N01459	Active	Balance/Scale	Balance Courier 1000 (20 kg)
N01460	Active	Lab Equipment	BIOSTAT RM
N01461	Active	Lab Equipment	BIOSTAT RM
N01463	Active	Lab Equipment	1260 FLD Spectra
N01464	Active	Thermal Cycler	Veriti Pro 96 well Thermal Cyc
N01465	Active	Thermal Cycler	Veriti Pro 96 well Thermal Cyc
N01466	Active	Waterbath	Waterbath
N01467	Active	Lab Equipment	Electrophoresis Device
N01468	Active	Lab Equipment	Fluorometer
N01469	Active	Incubator	Digital Incubator 115V
N01470	Active	Incubator	Digital Incubator 115V
N01471	Active	pH meter	pH meter
N01476	Active	pH meter	pH meter
N01555	Active	Lab Equipment	Digital Block Heater
N01556	Active	Lab Equipment	Digital Block Heater
N01557	Active	Lab Equipment	Digital Block Heater
N01558	Active	Lab Equipment	Digital Block Heater
N01559	Inactive		1.5 HP Exhaust Fan for Pentho
N01560	Inactive	Centrifuge	Centrifuge
N01561	Active	Microscope	Inverted Microscope
N01562	Inactive	Lab Equipment	Bead Bath
G00461	Inactive	Lab Equipment	Endotoxin Analyzer
G00468	Inactive	Particle Counter	Particle Counter
G00469	Inactive	Particle Counter	Particle Counter
G00471	Inactive	Laminar Airflow Hood	Biosafety Cabinet
G00472	Inactive	Refrigerator	Refrigerator
G00476	Inactive	Freezer	Freezer -80°C
G00480	Inactive	Tubing Welder	Tubing Welder
G00488	Inactive	Cell Culture Analyzer	Cell Culture Analyzer
G00490	Inactive	Bioreactor	Wave 25 Bioreactor
G00507	Inactive	Incubator	Incubator (28°C)
G00508	Active	Incubator	Incubator (55°C)
G00509	Active	Droplet Generator	QX200 Droplet Generator
G00510	Inactive	Droplet Reader	QX200 Droplet Reader
G00576	Inactive	Lab Equipment	Cell Counter and Analyzer / Vi
G00577	Active	Centrifuge	Sorvall Legend Micro 21R Cen
G00578	Active	Lab Equipment	VWR Micro Plate Shaker
G00579	Inactive	Lab Equipment	Thermo Scientific Orbital Incu

G00580	Active	pH Meter	pH & Conductivity Meter
G00586	Inactive	Bioreactor	Cellbag Control Unit (Wave 25
G00587	Inactive	Bioreactor	Peristaltic Pump (Wave 25)
G00627	Inactive	Laboratory Equipment	Light Meter
G00628	Active	Laboratory Equipment	Light Meter
G00642	Inactive	Mixer	Single Use Mixing System
G00687	Inactive	Laboratory Equipment	High Performance Liquid Chrc
G00688	Active	Laboratory Equipment	High Performance Liquid Chrc
G00689	Active	Miscellaneous QC Equipment	Black & White Visual Inspectic
G00690	Active	Miscellaneous QC Equipment	Black & White Visual Inspectic
G00715	Active	Laboratory Equipment	Trans-Blot Turbo Transfer Syst
G00716	Active	Laboratory Equipment	ChemiDoc MP Imaging Systen
G00727	Inactive	Laboratory Equipment	Multi-Sample Micro-Osmome
G00735	Inactive	Monitoring System	Sievers M9 TOC Analyzer Syste
G00736	Inactive	Monitoring System	Sievers M9 TOC Analyzer Syste
G00743	Active	Lab Equipment	Multi-Sample Micro-Osmome
G00752	Inactive	pH Meter	pH/Conductivity Transmitter
G00891	Active	pH Meter	Thermo Scientific Benchtop p
G00892	Inactive	pH Meter	Thermo Scientific Benchtop p
G00931	Inactive	Laboratory Equipment	QiaCube DNA Extraction Syste
G00932	Inactive	Freezer	LN2 Freezer
G00933	Inactive	Freezer	LN2 Freezer
G00935	Inactive	Lab Equipment	Beckman Cytoflex S Flow Cytc
G00937	Inactive	Weights	2kg ASTM Weight, Class 1 SS
G00938	Inactive	Weights	2kg ASTM Weight, Class 1 SS
G00940	Inactive	Lab Equipment	Waterbath
G00944	Inactive	Bioreactor	500L Bioreactor
G00958	Inactive	Weights	5kg Weight, Class F1
G00959	Inactive	Weights	10kg Weight, Class F1 316L S
G00960	Inactive	Weights	10kg Weight, Class F1 316L S
G00968	Inactive	Weights	25kg Weight, NIST 105-1 Clas
G00970	Inactive	pH Meter	pH Meter
G01002	Active	Lab Equipment	QX200 Automated Droplet Ge
G01003	Active	Lab Equipment	QX200 Droplet Reader
G01004	Inactive	Lab Equipment	Plate Sealer
G01010	Inactive	Weights	1 kg OIML Class F1 Calibration
G01011	Inactive	Weights	1 kg OIML Class F1 Calibration
G01012	Active	Computer	PCS SCADA Thin Client Station
G01023	Inactive	Weights	50g Class F1 OIML Weight
G01024	Inactive	isolator	Isoflex-S Isolator
G01112	Inactive	Refrigerator	Refrigerator 5 C
G01113	Inactive	Freezer	Freezer -20 C
G01114	Inactive	Refrigerator	Refrigerator
G01115	Inactive	Freezer	Freezer -20 C

G01116	Inactive	Freezer	Freezer -80 C
G01117	Inactive	Freezer	Freezer -80 C
G01146	Inactive	Thermal Cycler	qPCR Thermal Cycler
G01147	Active	Thermal Cycler	qPCR Thermal Cycler
G01148	Active	Thermal Cycler	qPCR Thermal Cycler
G01149	Inactive	Laboratory Equipment	Agilent 1290 Infinity II UHPLC-
G01150	Inactive	Freezer	Freezer -80˚C
G01152	Inactive	Freezer	LN2 Freezer
G01153	Inactive	Freezer	LN2 Freezer
G01182	Inactive	Lab Equipment	1290 Bio Multisampler
G01183	Inactive	Lab Equipment	1290 MCT
G01185	Inactive	Lab Equipment	1290 DAD FS
G01188	Active	Incubator	VWR BenchTop Incubator
G01203	Active	Laboratory Equipment	VWR Orbital Shaker
G01207	Inactive	Flow Meter	Flow Meter
G01219	Active	Laboratory Equipment	NucleoCounter NC-200
G01269	Inactive	Pump	0.1-600RPM Peristaltic Pump
G01270	Inactive	Pump	0.1-600RPM Peristaltic Pump
G01272	Inactive	Pump	Watson Marlow 630 S/R Perist
G01273	Inactive	Pump	Watson Marlow 630 S/R Perist
G01274	Inactive	Flow	Flow Meter
G01275	Inactive	Flow	Flow Meter
G01279	Inactive	Laboratory Equipment	Near-infrared Imaging System
G01282	Inactive	Particle Counter	Particle Counter
G01293	Inactive	Lab Equipment	Odyssey Verification Plate
G01301	Inactive	Balance/Scale	Filling System - Scale
G01307	Inactive	Pump	3/4 HP Peristaltic Pump
G01328	Active	Laminar Airflow Hood	PCR Workstation
G00002	Inactive	Laboratory Equipment	7500 Fast Real Time PCR
G00003	Inactive	Laboratory Equipment	MiSeq Sequencing Platform
G00006	Inactive	Laboratory Equipment	Spectrophotometer
G00007	Inactive	Laboratory Equipment	Nucleofector Device
G00011	Inactive	Centrifuge	Centrifuge
G00047	Active	Incubator	CO_2 Incubator
G00048	Inactive	Incubator	CO_2 Incubator
G00052	Inactive	Freezer	LN2 Freezer
G00054	Inactive	Centrifuge	Microcentrifuge
G00063	Inactive	pH Meter	pH Meter
G00069	Inactive	Centrifuge	Microcentrifuge
G00071	Active	Balance/Scale	Analytical Balance
G00073	Active	Weights	Calibration Weight Set (100g -
G00079	Active	Weights	Calibration Weight Set (200g -
G00082	Inactive	Laboratory Equipment	Qubit 3.0 Fluorometer
G00097	Active	Laboratory Equipment	Waterbath

G00108	Inactive	Laboratory Equipment	SpectraTest Fluroescence Val
G00109	Inactive	Laboratory Equipment	SpectraTest Absorbance Valid
G00118	Inactive	Laboratory Equipment	Cell Counter/Nucleo Counter
G00119	Active	Laboratory Equipment	Spectramax Plate Reader
G00123	Active	Laboratory Equipment	SpectraTest ABS1 Absorbance
G00124	Active	Laboratory Equipment	Spectra Test FL1 Fluorescenc
G00125	Inactive	Laboratory Equipment	STEMvision Colony-forming U
G00140	Inactive	Laboratory Equipment	pH Conductivity Meter
G00146	Inactive	Laminar Airflow Hood	Biological Safety Cabinet
G00147	Inactive	Laboratory Equipment	MiSeqSequencing Platform
G00150	Inactive	Laboratory Equipment	Neuclocounter Cell Counter
G00151	Inactive	Chart Recorder	Chart Recorder
G00152	Active	Laboratory Equipment	Thermal Cycler
G00153	Inactive	Laboratory Equipment	98 deep well reaction module
G00157	Active	Freezer	Freezer -20˚C
G00159	Active	Freezer	Freezer -80˚C
G00160	Active	Freezer	Freezer -80˚C
G00161	Inactive	Balance/Scale	Analytical Balance
G00162	Inactive	Laminar Airflow Hood	Biological Safety Cabinet
G00163	Active	Laminar Airflow Hood	Biological Safety Cabinet
G00164	Active	Laminar Airflow Hood	Biological Safety Cabinet
G00165	Inactive	Laminar Airflow Hood	Biological Safety Cabinet
G00166	Inactive	Laminar Airflow Hood	Biological Safety Cabinet
G00167	Active	Centrifuge	Floor Model Centrifuge
G00168	Inactive	Centrifuge	Microcentrifuge
G00169	Active	Lab Equipment	Microplate Shaker
G00171	Active	Lab Equipment	Nucleocounter
G00172	Inactive	Lab Equipment	Nucleofector Device
G00173	Inactive	Lab Equipment	Plate Reader
G00174	Inactive	Lab Equipment	Fluorometer
G00175	Inactive	Refrigerator	Refrigerator
G00176	Inactive	Refrigerator	Refrigerator
G00177	Active	Refrigerator	Refrigerator
G00180	Inactive	Lab Equipment	Waterbath
G00181	Active	Lab Equipment	Waterbath
G00182	Active	Thermal Cycler	Thermal Cycler
G00183	Active	Thermal Cycler	96-Deep Well Reaction Modul
G00184	Inactive	Incubator	Forma Steri-Cult CO2 Incubat
G00185	Active	Incubator	Forma Steri-Cult CO2 Incubat
G00186	Active	Freezer	Freezer -20˚C
G00187	Inactive	Freezer	Freezer -20˚C
G00219	Inactive	Freezer	Freezer -20˚C
G00220	Inactive	Freezer	Freezer -20˚C
G00221	Inactive	Refrigerator	Cold Room

G00222	Inactive	Freezer	Freezer -80˚C
G00223	Inactive	Incubator	CO_2 Incubator
G00224	Inactive	Incubator	CO_2 Incubator
G00225	Inactive	Laminar Airflow Hood	Biosafety Cabinet
G00226	Inactive	Refrigerator	Cold Room
G00227	Inactive	Freezer	Cryogenic Freezer
G00229	Inactive	Freezer	Controlled Rate Freezer
G00256	Active	Laboratory Equipment	Plate Sealer
G00257	Active	Freezer	Freezer -80˚C
G00258	Active	Refrigerator	Refrigerator
G00259	Inactive	Refrigerator	Refrigerator
G00260	Inactive	Laboratory Equipment	Beckman HIAC 9703+ Liquid F
G00262	Active	Freezer	Freezer -20˚C
G00267	Active	Laboratory Equipment	Thermal Cycler
G00268	Active	Laboratory Equipment	96 deep well reaction module
G00282	Inactive	Skid	Chromatography Skid
G00345	Inactive	Laminar Airflow Hood	Biological Safety Cabinet
G00436	Inactive	Freezer	Cryogenic Freezer
G00444	Inactive	Lab Equipment	Thermo Scientific TruScan Rar

Location	Manufacturer	Model
Brisbane 0210 - Loading Dock	Stirling	SU780XLE
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	1377
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	1377
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Heraeus Multifuge X3 FR
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX2320FA
Brisbane Room 5320 (Dev Lab)	Stirling	SU780XLE
Brisbane Room 5350 (Dev Lab FD+CT)	Stirling	SU780XLE
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	1377
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	TSX5005SA
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	TSX5005SA
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX5005SA
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Heraeus Fresco 21
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX5005SA
Brisbane Room 4310 (Research)	Labconco	302619100
Brisbane Room 4311 (Tissue Culture Lab)	Labconco	302619100
Brisbane Room 4311 (Tissue Culture Lab)	Labconco	302619100
Brisbane Room 4321 (Utility)	Belimed	WD 290 LAB
Brisbane Room 4321 (Utility)	BMT	Sterivap
Brisbane Room 5320 (Dev Lab)	Eppendorf	BioFlo 320
Brisbane Room 5320 (Dev Lab)	Eppendorf	BioFlo 320
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	1377
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	1377
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	1377
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	3310
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	3310
Brisbane Room 5350 (Dev Lab FD+CT)	Fresenius Kabi	Lovo
Brisbane Room 5320 (Dev Lab)	Kuhner Shaker	Climo Shaker ISF1-XC
Brisbane Room 5320 (Dev Lab)	Nuaire	NU-5543-600
Brisbane Room 5320 (Dev Lab)	Sartorius	Ambr 15 48C
Brisbane Room 4311 (Tissue Culture Lab)	Invitrogen	EVOS M5000
Brisbane Room 4310 (Research)	Miltenyi Biotec	MACSQuant® Analyzer 10
Brisbane Room 5350 (Dev Lab FD+CT)	Chemometec	NC-200
Brisbane Room 5320 (Dev Lab)	Sartorius	Biowelder TC
Brisbane Room 5320 (Dev Lab)	Repligen	Krosflo KR2i
Brisbane Room 5350 (Dev Lab FD+CT)	Invitrogen	EVOS FL auto 2D
Brisbane Room 5320 (Dev Lab)	Terumo BCT	SCD IIB
Brisbane Room 5350 (Dev Lab FD+CT)	Malvern	ZSU5700
Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthca	Akta Pure 25
Brisbane Room 5320 (Dev Lab)	Mettler	XSR32001LDR
Brisbane Room 5351 (Tissue Culture)	Chemometec	NC-200
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX2320FA
Brisbane Room 4310 (Research)	Labconco	302619100
Brisbane Room 5320 (Dev Lab)	BTX	ECM830

Brisbane Room 5320 (Dev Lab)	Nova Biomedical	BioProfile Flex2 Base+CDV
Brisbane Room 5350 (Dev Lab FD+CT)	Sony	LE-SH800SFP
Brisbane Room 5320 (Dev Lab)	Sartorius	BIOSTATSTR2
Brisbane Room 5320 (Dev Lab)	Mettler	ME204TE/00
Brisbane 0510 - Facilities Storage	Thermo Scientific	7452
Brisbane Room 5310 (QC Micro)	VWR	VWG45CPLA
Brisbane Room 5351 (Tissue Culture)	Thermo Scientific	3310
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	3310
Brisbane Room 4311 (Tissue Culture Lab)	Labconco	302419101
Brisbane Room 5320 (Dev Lab)	Nova Biomedical	BioProfile Flex2 Base+CDV
Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthca	Akta Ready
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	Heraeus Fresco 17 Microc
Brisbane Room 5320 (Dev Lab)	Sartorius	BIOSTATB2
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Multifuge X3FR
Brisbane Room 5350 (Dev Lab FD+CT)	Terumo	TSCD II
Brisbane Room 5320 (Dev Lab)	VWR	1350FMS
Brisbane Room 5350 (Dev Lab FD+CT)	Maxcyte	GT
Brisbane Room 5320 (Dev Lab)	Darwin Chambers	PH09-DA
Brisbane Room 5320 (Dev Lab)	Mettler	PUA579
Brisbane Room 5320 (Dev Lab)	Darwin Chambers	PH09-DA
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler	XSR32001L
Brisbane Room 4320 (Equipment Wash)	Manitowoc	D420
Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	Cary
Brisbane Room 5310 (QC Micro)	Bio-Rad	PX1 PCR Plate Sealer
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler	
Brisbane Room 5320 (Dev Lab)	Terumo	Sterile Tubing Welder SCD
Brisbane Room 5320 (Dev Lab)	Nova Biomedical	ESM15
Brisbane Room 5350 (Dev Lab FD+CT)	Halo Labs	Horizon
Brisbane Room 5320 (Dev Lab)	Perkin Elmer	Labchip GX II Touch
Brisbane Room 5350 (Dev Lab FD+CT)	Protein Simple	P-0000000-00
Brisbane Room 5350 (Dev Lab FD+CT)	Integra	Via Flo Liquid Handler 450
Brisbane Room 5320 (Dev Lab)	Applied Biosystems	7500 Fast
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Heraeus Pico 17
Brisbane Room 5320 (Dev Lab)	Ohaus	AX8201/E
Brisbane Room 5320 (Dev Lab)	Ohaus	EX10201
Brisbane Room 5320 (Dev Lab)	Mettler	MS1602TS/00
Brisbane Room 5320 (Dev Lab)	Thermo	Vanquish
Brisbane Room 5320 (Dev Lab)	Labconco	302510101
Brisbane Room 5350 (Dev Lab FD+CT)	MILTENYi	MACSQUANT Tyto
Brisbane Room 5320 (Dev Lab)	Watson Marlow	050.915N.2LA
Brisbane Room 5320 (Dev Lab)	Watson Marlow	050.915N.2LA
Brisbane Room 5320 (Dev Lab)	Charles River	PTS150
Brisbane Room 5320 (Dev Lab)	Qsonica	Q500
Brisbane Room 5320 (Dev Lab)	Hanson	5SA-47

Brisbane Room 4310 (Research)	Hanson	5SA-47
Brisbane Room 5320 (Dev Lab)	Biotek	405TS
Brisbane Room 5320 (Dev Lab)	Bruker	Impact II-Genius SQ 24
Brisbane Room 5320 (Dev Lab)	Perkin Elmer	EnVision 2105-10
Brisbane Room 5320 (Dev Lab)	Kuhner	ISF1-ZC
Brisbane Room 5320 (Dev Lab)	Kuhner	ISF1-ZC
Brisbane Room 5320 (Dev Lab)	Bio-Rad	C1000 Touch
Brisbane Room 5320 (Dev Lab)	Bio-Rad	C1000 Touch
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	QuantStudio 5
Brisbane Room 5320 (Dev Lab)	Agilent	G2939B
Brisbane Room 5320 (Dev Lab)	Covaris	ML230
Brisbane Room 5350 (Dev Lab FD+CT)	Baker	BCC300AMS
Brisbane Room 5320 (Dev Lab)	Advanced Instruments	OsmoTECH PRO
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	302519101
Brisbane 0510 - Facilities Storage	VWR	MFV-30
Brisbane 0510 - Facilities Storage	VWR	MFV-30
Brisbane Room 5320 (Dev Lab)	Agilent	G7140C
Brisbane 0530 - Non-GMP Cell Bank	Cytiva (formerly GE Healthca	VIA Freeze Quad
Brisbane Room 5350 (Dev Lab FD+CT)	Asymptote	VIA Thaw CB1000
Brisbane Room 5320 (Dev Lab)	Applied Biosystems	Veriti Dx
Brisbane Room 5320 (Dev Lab)	Ohaus	V71P6T
Brisbane Room 5320 (Dev Lab)	Airclean	AC632TLFUVC
Brisbane Room 5320 (Dev Lab)	Manitowoc	UFF02200A-161
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSG505GA
Brisbane 0330 - QC Sample Room	Hanson	5SA-47
Brisbane Room 4312 (QC Analytical Lab)	Hanson	5SA-47
Brisbane 0510 - Facilities Storage	Airclean	AC632LFUVC
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Orion VersaStar Pro
Brisbane Room 5320 (Dev Lab)	Eppendorf	DT122-HD
Brisbane Room 5320 (Dev Lab)	Pall Corporatrion	Palltronic Flowstar IV
Brisbane 0510 - Facilities Storage	Stirling	SU780XLE
Brisbane Room 5320 (Dev Lab)	Bio-Rad	QX One
Brisbane Room 5320 (Dev Lab)	Applied Biosystems	Quantstudio7 PRO
Brisbane 0530 - Non-GMP Cell Bank	MVE Biological Solutions	HEco 815P-190AF-BB-TS s
Brisbane 0530 - Non-GMP Cell Bank	MVE Biological Solutions	HEco 815P-190AF-BB-TS s
Brisbane Room 4310 (Research)	Quanterix	SR-X
Brisbane 0310 - Old GMP Warehouse	MVE Biological Solutions	HEco 815P-190AF-BB-TS s
Brisbane 0530 - Non-GMP Cell Bank	MVE Biological Solutions	HEco 815P-190AF-BB-TS s
Brisbane Room 5320 (Dev Lab)	Wyatt Technology	Dawn
Brisbane Room 5320 (Dev Lab)	Wyatt Technology	Optilab
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	ULT430A
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	ULT430A
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX505SA
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX505SA

Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7132A
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7137A
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7116B
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7117A
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7121B
Brisbane Room 5350 (Dev Lab FD+CT)	Labconco	302619101
Brisbane Room 5350 (Dev Lab FD+CT)	Labconco	302619101
Brisbane Room 5350 (Dev Lab FD+CT)	Labconco	302419101
Brisbane Room 5351 (Tissue Culture)	Labconco	302619101
Brisbane Room 5351 (Tissue Culture)	Labconco	302619101
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7104C
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G5668A
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7116A
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7115A
Brisbane Room 5320 (Dev Lab)	Agilent Technologies	G7121B
Brisbane Room 5350 (Dev Lab FD+CT)	Stirling	SU780XLE
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	TSG45CSLA
Brisbane Room 5350 (Dev Lab FD+CT)	Stirling	SU780XLE
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	TSX2320FA
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	TSG505GA
Brisbane Room 5350 (Dev Lab FD+CT)	Stirling	SU780XLE
Brisbane Room 5320 (Dev Lab)	Analytik Jena	qTOWER^3
Brisbane Room 5320 (Dev Lab)	Eppendorf	Vacufuge plus
Brisbane Room 5350 (Dev Lab FD+CT)	Flexicon	PF7+
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	ML104T/00
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	ME5002T/00
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	ME204T/00
Brisbane Room 5350 (Dev Lab FD+CT)	Eppendorf	22331 Hamburg
Brisbane Room 5350 (Dev Lab FD+CT)	Eppendorf	22331 Hamburg
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	Drybath Stdrd 1 block 100-
Brisbane Room 5350 (Dev Lab FD+CT)	Yamato	BH401
Brisbane Room 5350 (Dev Lab FD+CT)	Grant Instruments	60022
Brisbane Room 5350 (Dev Lab FD+CT)	Watson Marlow	530s
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	Pico 17 Centrifuge
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	SevenCompact S220
Brisbane Room 5350 (Dev Lab FD+CT)	Vante	Sebra
Brisbane Room 5351 (Tissue Culture)	Invitrigen	MPK5000
Brisbane 0310 - Old GMP Warehouse	Thermo Scientific	3911
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	D4
Brisbane Room 5350 (Dev Lab FD+CT)	Millipore	IQ 7003
Brisbane Room 5350 (Dev Lab FD+CT)	Precision Systems	5002
Brisbane Room 5320 (Dev Lab)	Protein Simple	Jess
Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	G7104A
Brisbane 0310 - Old GMP Warehouse	Agilent	G1330B

Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	G1364F
Brisbane 0310 - Old GMP Warehouse	Agilent	G7121B
Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	G7115A
Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	G7116B
Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	G7167B
Brisbane Room 5350 (Dev Lab FD+CT)	Chemometec	NC-3000
Brisbane Room 5350 (Dev Lab FD+CT)	Unchained Labs	Unagi
Brisbane Room 5350 (Dev Lab FD+CT)	Beckman Coulter	9703
Brisbane Room 5320 (Dev Lab)	Beckman Coulter	CytoFLEX LX
Brisbane Room 5320 (Dev Lab)	Beckman Coulter	CytoFLEX SRT
Brisbane Room 5320 (Dev Lab)	Beckman Coulter	CytoFLEX S
Brisbane Room 5320 (Dev Lab)	Unchained Labs	Stunner
Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthca	AKTA Pilot 600
Brisbane Room 5320 (Dev Lab)	Bio-Rad	QX ONE Droplet Digital PC
Brisbane Room 5350 (Dev Lab FD+CT)	Wyatt	Eclipse
Brisbane Room 5350 (Dev Lab FD+CT)	Wyatt	OptiLab
Brisbane Room 5350 (Dev Lab FD+CT)	Wyatt	Dawn
Brisbane Room 5350 (Dev Lab FD+CT)	Molecular Devices	i3
Brisbane Room 5320 (Dev Lab)	Stirling	SU780XLE
Brisbane Room 5320 (Dev Lab)	PacBio	Sequel IIe
Brisbane Room 5350 (Dev Lab FD+CT)	Repligen	KrosFlo KR2i
Brisbane Room 5350 (Dev Lab FD+CT)	Repligen	KrosFlo KRJr
Brisbane Room 5350 (Dev Lab FD+CT)	Repligen	SCL-0020-SCLR
Brisbane Room 5350 (Dev Lab FD+CT)	Repligen	SCL-0020-SCLR
Brisbane Room 5351 (Tissue Culture)	Labconco	302619101
Brisbane Room 5350 (Dev Lab FD+CT)	Labconco	302619101
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSX2305SA
Brisbane 0310 - Old GMP Warehouse	Thermo Scientific	3911
Brisbane Room 5351 (Tissue Culture)	Chemometec	NC-202
Brisbane Room 5320 (Dev Lab)	Agilent	G7167A
Brisbane Room 5320 (Dev Lab)	Agilent	G7116A
Brisbane Room 5320 (Dev Lab)	Agilent	G7115A
Brisbane Room 5320 (Dev Lab)	Agilent	G7121B
Brisbane Room 5320 (Dev Lab)	Agilent	G5668A
Brisbane Room 5320 (Dev Lab)	Agilent	G7116A
Brisbane Room 5320 (Dev Lab)	Agilent	G7115A
Brisbane Room 5320 (Dev Lab)	Agilent	G7121B
Brisbane Room 5320 (Dev Lab)	Agilent	G5664B
Brisbane Room 5320 (Dev Lab)	Agilent	G1330B
Brisbane Room 5320 (Dev Lab)	Stirling	SU105UE
Brisbane Room 5350 (Dev Lab FD+CT)	CTK Instruments	Stemi 508
Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	G 10S
Brisbane Room 5320 (Dev Lab)	Caron	7 540-11 -1
Brisbane 0530 - Non-GMP Cell Bank	Thermo Scientific	TSCM48PA

Brisbane Room 5350 (Dev Lab FD+CT)	Mettler Toledo	30550614
Brisbane Room 5320 (Dev Lab)	IKA	C-MAG HS 7 C S001
Brisbane Room 5320 (Dev Lab)	Mettler	30550614
Brisbane Room 1360	Astrea Bioseparations	AB140505
Brisbane Room 5350 (Dev Lab FD+CT)	Crystal Industries	MS-06BSUA
Brisbane Room 5350 (Dev Lab FD+CT)	Thermo Scientific	VersaStar Pro Meter
Brisbane Room 5350 (Dev Lab FD+CT)	Courier	I-C12P20
Brisbane Room 5320 (Dev Lab)	Sartorius	BIOSTAT RM
Brisbane Room 5320 (Dev Lab)	Sartorius	BIOSTAT RM
Brisbane Room 5350 (Dev Lab FD+CT)	Agilent	G7121B
Brisbane Room 5320 (Dev Lab)	Applied Biosystems	A47394
Brisbane Room 5320 (Dev Lab)	Applied Biosystems	A47394
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	TSGP05
Brisbane Room 5320 (Dev Lab)	Invitrogen	E-Gel Power Snap
Brisbane Room 5320 (Dev Lab)	Invitrogen	Qubit 4 Fluorometer
Brisbane Room 5320 (Dev Lab)	VWR	INCU-Line 10055-006
Brisbane Room 5320 (Dev Lab)	VWR	INCU-Line 10055-006
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Orion Versa Star Pro Meter
Brisbane Room 5320 (Dev Lab)	Thermo Scientific	Orion Star A Star
Brisbane Room 5320 (Dev Lab)	VWR	949VWHB2USA
Brisbane Room 5320 (Dev Lab)	VWR	949VWHB2USA
Brisbane Room 5320 (Dev Lab)	VWR	949VWHB2USA
Brisbane Room 5320 (Dev Lab)	VWR	949VWHB2USA
)use		
Brisbane Room 5351 (Tissue Culture)	Thermo Scientific	Multifuge X4FR Pro-MD
Brisbane Room 5351 (Tissue Culture)	Nikon	ECLIPSE Ts2
Brisbane Room 5351 (Tissue Culture)	LabArmor	74300-714
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//Sangamo GMP/7000 Marina Blvd. Brisbane/5th Flo	Illumina	SY-410-1003
	Chemometec	NC-200
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Exhibit B-2

Equipment Lot 2 Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket No. 13**

ORDER (A) AUTHORIZING AND APPROVING THE DEBTOR'S ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH SURPLUS SOLUTIONS, LLC, (B) AUTHORIZING THE SALE OF THE TRANSFERRED ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, AND (C) GRANTING RELATED RELIEF

Upon the motion [Docket No. 13] (the "**Motion**"),[2] of the above referenced debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"), among other things: (a) authorizing and approving the Debtor's entry into and performance under the Purchase Agreement with the Buyer (as defined below), (b) authorizing the Sale Transaction (as defined below), free and clear of any Claims and Interests (as defined below), and (c) granting related relief; and this Court having previously entered the *Order (A) Approving Bidding Procedures for Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving the Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief* [Docket No. 122] (the "**Bidding Procedures Order**"), authorizing and approving, among other things, Bidding Procedures for the Debtor's assets; and

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or the Purchase Agreement (as defined below), as applicable.

the Debtor having executed that certain Asset Purchase Agreement, dated as of August 11, 2026 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), by and between Sangamo Therapeutics, Inc. ("**Sangamo**") and Surplus Solutions, LLC (the "**Buyer**"), a copy of which is attached hereto as **Exhibit 1**, providing for the sale of the Transferred Assets identified therein (the "**Sale Transaction**") free and clear of any Claims and Interests; and the Debtor having filed the Notice of the Debtor's Designation of Surplus Solutions, LLC as the Successful Bidder with Respect to the Transferred Assets[3] [Docket No. 290] (the "**Notice of Successful Bidder**"), announcing that, in accordance with the Bidding Procedures Order and after consultation with the Consultation Parties, the Debtor decided, in its reasonable business judgment, to designate the Buyer's bid at the Auction as the highest or otherwise best bid for the Transferred Assets; and this Court having conducted a hearing on August 20, 2026, to consider approval of the Sale Transaction (the "**Sale Hearing**") in accordance with the Bidding Procedures Order; and this Court having reviewed and considered (a) the Motion and the exhibits thereto, (b) the Bidding Procedures Order, (c) the Purchase Agreement, (d) the Declarations,[4] (e) any objections and other responses to approval of the Sale Transaction, and (f) the arguments and representations of counsel made, and the evidence proffered or adduced at, the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in the Motion and provided in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of the Debtor's chapter 11

[3] The "Transferred Assets" as defined in the Purchase Agreement and herein refers to the Equipment Lot 2 Assets defined in the Notice of Successful Bidder.

[4] The "**Declarations**" means the *Declaration of Geoffrey Richards in Support of the Bidding Procedures Motion* [Docket No. 14] and the *Declaration of Geoffrey Richards in Support of the Sale of Equipment Lot 1 and Equipment Lot 2* [Docket No. [●]].

case (this "**Chapter 11 Case**") and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion and provided in this Order is in the best interests of the Debtor, its estate, its creditors, and all 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, the Declarations, and at the Sale Hearing, establish just cause for the relief granted herein; and after due deliberation thereon,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction. This Court has jurisdiction over this matter and over the property of the Debtor's estate, including the Transferred Assets, 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 Court may enter a final order hereon under Article III of the United States Constitution.

B. Venue. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

C. Statutory and Legal Predicates. The statutory and other legal predicates for the relief requested in the Motion and for the approvals and authorization herein are sections 105, 363, and 365 of the Bankruptcy Code. The Motion is a procedurally proper mechanism for enforcement of this Order. The Debtor was not required to commence an adversary proceeding to obtain the relief set forth herein. The relief granted herein is also authorized under Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

D. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules

of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay and expressly directs entry of judgment as set forth herein and authorizes the Closing of the Sale Transaction contemplated hereby without regard to any stay or delay in its implementation.

E. Bankruptcy Rule 7052. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

F. Incorporation by Reference. Findings of facts and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

G. Sale Notice. As shown in the affidavits of service filed with this Court and the representations or proffers made on the record at the Sale Hearing, (a) the Debtor has provided due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of, and sufficient opportunity to object to, the Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, and the proposed entry of this Order in compliance with all requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) such notice was adequate and sufficient under the circumstances of this Chapter 11 Case and complied with the Bidding Procedures Order and other orders of this Court, and (c) no other or further notice is necessary or shall be required.

H. Opportunity to Object. A reasonable opportunity to object or be heard regarding the relief granted in this Order has been afforded to all interested parties, including, but not limited to, the Sale Notice Parties.

I. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by evidence proffered or adduced and the representations of counsel at the Sale Hearing, the Bidding Procedures (as approved by the Bidding Procedures Order) were substantively and procedurally fair to all parties, were the result of the arm's-length negotiations and provided a full, fair, and reasonable opportunity for any party to make an offer to purchase the Transferred Assets. The disclosures made by the Debtor concerning the Motion with respect to the Sale Transaction and the Sale Hearing were good, complete, and adequate. The Debtor, the Buyer, and their respective counsel and other advisors have complied, in good faith, with the Bidding Procedures Order and the Bidding Procedures in all respects. The Debtor and its professionals have adequately and appropriately marketed the Transferred Assets in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order in all respects. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b) the representation of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtor (i) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Transferred Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Transferred Assets, and (iii) considered any bids properly submitted in

accordance with the Bidding Procedures. Buyer was determined, after consultation with the Consultation Parties, to be the Successful Bidder for the Transferred Assets.

J. Highest or Best Offer. The Sale Transaction, including the form and total consideration to be realized by the Debtor under the Purchase Agreement, (a) constitutes the highest or otherwise best offer received by the Debtor for the Transferred Assets, (b) is fair and reasonable, (c) is a necessary component of the Sale Transaction on which Debtor and Buyer relied in entering into the Purchase Agreement, and (d) is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

K. Business Judgment. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale Transaction and performing its obligations under the Purchase Agreement, including, but not limited to, the fact that the consideration provided by the Buyer under the Purchase Agreement constitutes the highest or otherwise best offer for the Transferred Assets.

L. Corporate Authority. The Transferred Assets are owned by the Debtor and constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. The Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (b) has all of the necessary corporate power and authority to consummate the Sale Transaction, (c) has taken all corporate actions necessary to authorize and approve the Purchase Agreement, and the consummation of the Sale Transaction, and (d) subject to entry of this Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Purchase Agreement or this Order, to consummate the Sale Transaction.

M. Good Faith. The sale process and negotiation of the Purchase Agreement engaged in by the Debtor and the Buyer was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtor, the Buyer, nor any Affiliates, members, partners, officers, directors, principals, professionals, or shareholders of the Buyer, nor any other persons has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

N. The Debtor and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtor, and its management, board of directors, employees, agents, advisors, and representatives, and the Buyer, its Affiliates, and each of their respective employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Transferred Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

O. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding, and is therefore entitled to the full protection of section 363(m) of the Bankruptcy Code in respect of the Sale Transaction. Neither the Debtor nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtor, on behalf of its estate, was free to deal with any other party interested in buying or selling some or all of the Transferred Assets. The protections afforded by Bankruptcy Code

section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections.

P. Buyer is Not an Insider. Neither the Buyer nor any of its Affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an "insider" of the Debtor, as that term is defined under section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Debtor and the Buyer.

Q. No Fraudulent Transfer. The consideration provided by the Buyer for the Transferred Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Transferred Assets, (c) will provide a greater recovery for the Debtor's creditors and estate than would be provided by any other practical available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession, and the District of Columbia.

R. The Purchase Agreement was not entered into, and neither the Debtor nor the Buyer entered into the Purchase Agreement or propose to consummate the Sale Transaction, with fraudulent intent or for the purpose of (a) escaping liability for any of the Debtor's debts, or (b) hindering, delaying, or defrauding the Debtor's present or future creditors, for the purpose of statutory and 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.

S. Free and Clear. The transfer of the Transferred Assets to the Buyer will be a legal, valid, and effective transfer of the Transferred Assets, and will vest the Buyer with all right, title, and interest of the Debtor in and to the Transferred Assets free and clear of all claims (including, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), liens (including, without limitation, any and all statutory, mechanic's, builders, materialmen's or similar lien on real and/or personal property "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and claims and interests relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all DIP Obligations of any kind, all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, to the greatest degree allowed by applicable law environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court (other than this Court) or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any

similar statute, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, but excluding any Assumed Liabilities and Permitted Liens, the "**Claims and Interests**").

T. Those holders of Claims and Interests who did not object or who withdrew their objections to the Motion are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims and Interests who did object and did not withdraw their objections to the Motion, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

U. The Debtor, to the extent permitted by applicable law, may transfer the Transferred Assets free and clear of all Claims and Interests, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied.

V. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, if (a) the transfer of the Transferred Assets was not free and clear of all Claims and Interests, or (b) the Buyer would, or in the future could, be liable for or subject to any such Claims and Interests.

W. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly orders that none of the Buyer, its respective Affiliates, its respective present or contemplated members or shareholders, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff (except for setoffs exercised prior to the Petition Date), or otherwise, directly or indirectly, any Claims and Interests.

X. Not transferring the Transferred Assets free and clear of all Claims and Interests would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Transferred Assets other than pursuant to a transfer that is free and clear of all Claims and Interests would be of substantially less benefit to the Debtor's estate.

Y. No Successor, Transferee, or Similar Liability. As a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Transferred Assets, (a) neither the Buyer nor any of its Affiliates shall be deemed to be a mere continuation of the Debtor or its estate, nor shall there be deemed to be a continuity or common identity between the Buyer, the Debtor, or any of its Affiliates, or any continuity of enterprise between the Buyer, the Debtor, or any of their respective Affiliates; (b) neither the Buyer nor any of its Affiliates shall be deemed to be holding themselves out to the public as a continuation of the Debtor; and (c) neither the Buyer nor any of its Affiliates are to be deemed a successor to the Debtor or its estate and none of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or de facto merger of the Buyer or any of its Affiliates with or into the Debtor. There is not substantial continuity between the Buyer on the one hand, and the Debtor and/or its estate, on the other. There

is no continuity of enterprise between either the Buyer, on the one hand, and the Debtor and/or its estate, on the other. The Buyer is not (a) a mere continuation of the Debtor or its estate or (b) a successor to the Debtor or its estate.

Z. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Buyer, its Affiliates, the present or contemplated members or shareholders of the Buyer, and its Affiliates, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and Interests relating to any U.S. federal, state or local income tax liabilities, that the Debtor may incur in connection with consummation of the Sale Transaction, or that the Debtor has otherwise incurred prior to the consummation of the Sale Transaction.

AA. Validity of Transfer. The consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(f), and 365(n) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement, including without limitation, the Sale Transaction.

BB. The Purchase Agreement has been duly and validly executed and delivered by the Debtor and, subject to the terms of the Purchase Agreement, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 or

chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

CC. Compelling Circumstances for an Immediate Sale. To maximize the value of the Transferred Assets, it is essential that the transactions contemplated by the Purchase Agreement occur within the time constraints set forth therein. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d) with respect to the Sale Transaction. The transactions contemplated by the Purchase Agreement neither impermissibly restructure the rights of the Debtor's creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtor (any such chapter 11 plan, the "Plan"), and therefore, do not constitute a sub rosa plan.

DD. The legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as Exhibit 1 and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the

relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

A. Approval of the Purchase Agreement

3. The Purchase Agreement, all other ancillary documents related thereto or contemplated thereby that have been filed with the Court, if any, and all of the terms and conditions thereof, including, all of the transactions contemplated therein, are hereby approved. The consummation of the Sale Transaction is hereby authorized under sections 105, 363, and 365 of the Bankruptcy Code.

4. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor and its respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or reasonable to perform, consummate, implement, and close the Sale Transaction, including, without limitation, the (a) sale to the Buyer of all Transferred Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order, and (b) execution, acknowledgment, and delivery of such deeds, assignments, conveyances, and other assurances, documents and instruments of transfer, and any action for purposes of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, the Transferred Assets, all without further order of this Court. The Debtor is further authorized and directed to pay, without further order of this Court, whether before, at, or after the Closing Date, any expenses or costs that are required to be paid by the Debtor under the Purchase Agreement, this Order, or the Bidding Procedures Order, in order to consummate the Sale Transaction or perform its obligations under the Purchase Agreement.

5. All persons and entities (and their respective Affiliates, agents, successors and assigns), including, without limitation, the Debtor, the Debtor's estate, any and all debt security

holders, including the Replacement DIP Lender, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors who may or do hold claims or other Claims and Interests against the Debtor or the Transferred Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Transferred Assets, the operation or ownership of the Transferred Assets by the Debtor prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, enjoined, and estopped from asserting or pursuing such claims or other Claims and Interests against the Buyer, its Affiliates, successors, assigns, or property, or the Transferred Assets, including, without limitation, taking any of the following actions with respect to any claims or other Claims and Interests: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Transferred Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Transferred Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (c) creating, perfecting, or enforcing any claim or other Claim or Interest against the Transferred Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; (d) asserting a claim or other Claim or Interest as a setoff (except for setoffs exercised prior to the Petition Date), or right of subrogation, of any kind against any obligation due against Transferred Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Transferred Assets to the Buyer in accordance with the terms of

this Order and the Purchase Agreement. Following the Closing Date, no holder of any Claim or Interest in or against the Debtor or the Transferred Assets shall interfere with the Buyer's title to or use and enjoyment of the Transferred Assets based on or related to any such Claim or Interest or based on any action or omission of the Debtor, including any action or omission of the Debtor in this Chapter 11 Case or any successor cases. No such Person shall assert or pursue any such claim or other Claim or Interest against the Buyer or its Affiliates, successors or assigns.

6. The sale of the Transferred Assets to the Buyer under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Transferred Assets are located, and the sale of the Transferred Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories 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.

B. Transfer of the Transferred Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Transferred Assets shall be sold free and clear of all Claims and Interests, with all such Claims and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtor with the same validity, force, priority, and effect which they now have as against the Transferred Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

8. On the Closing Date, all of the Debtor's right, title, and interest in and to, and possession of, the Transferred Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims and

Interests. Such transfer shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Buyer with, all of the Debtor's right, title, and interest in and to, and possession of the Transferred Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Transferred Assets are authorized and directed to surrender possession of the Transferred Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

9. If, after the Closing Date, Buyer or the Debtor becomes aware that any asset or right that constitutes a Transferred Asset was not delivered to Buyer on the Closing Date (collectively, "**Omitted Assets**"), then the Debtor is authorized and directed to promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then the Debtor shall obtain or structure an arrangement for Buyer to receive (or for the Debtor and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be exclusive, worldwide, perpetual, irrevocable, and fully paid), sub-assignment, or by other means, the economic and operational claims, rights, and benefits of ownership of such Omitted Assets, including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case, for no additional consideration.

10. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, 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; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction.

11. The Debtor is authorized and directed to execute such documents as may be necessary to release any Claims and Interests of any kind against the Transferred Assets as such Claims and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims and Interests against or in the Transferred Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Interests that such person or entity has with respect to the Transferred Assets, (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Transferred Assets; (b) the Buyer is hereby authorized (but not required) to file, register, or otherwise record a copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims and Interests against the Buyer and the applicable Transferred Assets; (c) the Debtor's creditors and the holders of any Claims and Interests, including the Replacement DIP Lender, are authorized to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims and Interests in the Transferred Assets; (d) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all such Claims and Interests with respect to the Transferred Assets. If any of the Debtor's creditors or any other holders of any Claims and Interests fail to execute any such documents or instruments or take any such actions, the Buyer is authorized

to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Claims and Interests. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Transferred Assets free and clear of Claims and Interests shall be self-executing, and neither the Debtor nor the Buyer 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.

12. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Transferred Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Buyer with respect to the Transferred Assets as of the Closing Date. To the extent the Buyer cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Buyer, with assistance from the Debtor to the extent required under the Purchase Agreement, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer.

13. No Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Transferred Assets on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale Transaction to the extent that any such

action by a Governmental Unit or any representative thereof would violate section 525 of the Bankruptcy Code.

C. No Successor Liability

14. Upon the Closing Date, except as provided in the Purchase Agreement, the entry of this Order and the approval of the terms of the Purchase Agreement shall mean that the Buyer (and any of its Affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Transferred Assets, shall not be deemed to: (a) be a legal successor or successor employer to the Debtor (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtor, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, de facto, or otherwise, merged or consolidated with or into the Debtor; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor, including, in the case of each of (a)–(c), without limitation, (i) within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("**WARN**"), to the greatest degree allowed by applicable law, the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* or (ii) in respect of (1) to the greatest degree allowable by applicable law, any environmental liabilities, debts, claims, or obligations arising from conditions

first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, (2) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtor for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or (3) any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

15. Without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Order, neither the Buyer nor any of its Affiliates shall have any responsibility for any (a) liability or other obligation of the Debtor related to the sale and transfer of the Transferred Assets to the Buyer other than the Assumed Liabilities, or (b) claims against the Debtor or any of its predecessors or Affiliates. By virtue of the Buyer's purchase of the Transferred Assets, neither the Buyer nor any of its Affiliates shall have any liability whatsoever with respect to the Debtor's (or its predecessors' or Affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or Affiliates') obligations 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 antitrust, to the greatest degree allowed by applicable law, environmental (including, but not limited to, CERCLA), successor, or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, WARN) or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtor's employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing, or

payable under, out of, in connection with, or in any way relating to the operation of the Transferred Assets prior to the Closing Date (collectively, with the potential claims set forth in paragraph 14, "**Successor Liability**"). The Buyer would not have acquired the Transferred Assets but for the foregoing protections against Successor Liability.

D. Good Faith; Arm's Length Sale

16. The Purchase Agreement was negotiated and executed by the Debtor and the Buyer, and the transactions contemplated thereby, including, without limitation, the Sale Transaction, are and have been undertaken, by the Debtor, the Buyer and their respective representatives at arm's length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, or any term of the Purchase Agreement, and shall not permit the unwinding of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

17. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby, including, without limitation, the Sale Transaction, to be avoided, or for damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Transferred Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

E. Related Relief

18. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtor that are approved by this Order, including, without limitation, the Purchase Agreement and the Sale Transaction.

19. The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

20. This Order and the Purchase Agreement shall be binding in all respects upon all pre-petition and post-petition creditors of the Debtor, all interest holders of the Debtor, any Court-appointed committee, all successors and assigns of the Debtor and its Affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in this Chapter 11 Case or upon a conversion of this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. This Order shall be binding in all respects upon, and shall inure to the benefit of, all successors and assigns of the Buyer.

21. This Court retains jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

22. The Purchase Agreement, Transaction Agreements, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court.

23. This Order is intended to constitute a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtor is not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtor and the Buyer may, each in its discretion and without further delay, take any action and perform any act authorized under this Order.

24. In the event of any inconsistency between this Order and the Purchase Agreement, and solely to the extent of such inconsistency, the terms of this Order shall control.

25. The provisions of this Order are non-severable and mutually dependent.

26. The provisions of this Order and any actions taken pursuant hereto shall survive and remain effective notwithstanding any order that may be entered (a) confirming any Plan in this Chapter 11 Case; (b) converting any of this Chapter 11 Case to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing any of this Chapter 11 Case.

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