

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

In re:

SYNTHEGO CORPORATION,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-10823 (MFW)

**Ref. Docket No. 144**

**CERTIFICATE OF SERVICE**

I, ARNOLD NGUYEN, hereby certify that:

1. I am employed as a Senior Case Manager by Epiq Corporate Restructuring, LLC, with their principal office located at 777 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. On June 16, 2025, I caused to be served the:
  - a. "Supplemental Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases," dated June 16, 2025 [Docket No. 144], (the "Supplemental Assumption Notice"), and
  - b. *customized* "Supplemental Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases," dated June 16, 2025, *related to Docket No. 144*, a sample of which is annexed hereto as Exhibit A, (the "Custom Supplemental Notice"),

by causing true and correct copies of the:

- i. Supplemental Assumption Notice to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit B,
- ii. Custom Supplemental Notice to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit C, and
- iii. Supplemental Assumption Notice to be delivered via electronic mail to those parties listed on the annexed Exhibit D.

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<sup>1</sup> The Debtor's mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor's federal tax identification number is 9518.

3. All envelopes utilized in the service of the foregoing contained the following legend:  
“LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF  
ADDRESSEE, PRESIDENT, OR LEGAL DEPARTMENT.”

/s/ Arnold Nguyen  
Arnold Nguyen

## **EXHIBIT A**

Epiq Corporate Restructuring, LLC  
PO BOX 4470  
Beaverton, OR 97076-4470  
Address Service Requested



ECR:SYH-6106280



Legal Documents Enclosed  
Please direct to the attention  
of the Addressee,  
Legal Department or President

XAVO USA, INC.  
ONE BOSTON PLACE  
SUITE 2600  
BOSTON, MA 2108

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In re:

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Chapter 11

Case No. 25-10823 (MFW)

***SUPPLEMENTAL NOTICE OF POTENTIAL ASSUMPTION,  
ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES***

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**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On May 5, 2025 (the “Petition Date”), the above-captioned debtor and debtor in possession (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtor is operating its business and managing its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.<sup>2</sup>

On May 29, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order (the “Bid Procedures Order”)<sup>3</sup> authorizing the Debtor to establish procedures related to, among other things, the assumption, assumption and assignment, and/or transfer of executory contracts and unexpired leases in connection with a sale of substantially all of the Debtor’s assets to be approved by the Court (the “Contract and Lease Procedures”).

On June 6, 2025, the Debtor filed and served its initial *Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 134] (the “Original Assumption Notice”). By this Supplemental Notice, the Debtor now

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<sup>1</sup> The Debtor’s mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor’s federal tax identification number is 9518.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Motion for (I) An Order (A) Authorizing Entry Into Asset Purchase Agreement With Respect to the Sale of Substantially All of the Debtor’s Assets, (B) Approving Bid Procedures for the Sale of Substantially All of the Debtor’s Assets, (C) Scheduling an Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, (E) Approving Certain Termination Fee and Expense Reimbursement Provisions, and (F) Granting Related Relief; and (II) An Order (A) Approving the Sale of the Debtor’s Assets Free and Clear of All Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 12] (the “Bid Procedures Motion”) or Bid Procedures Order (defined below).

<sup>3</sup> *Order (A) Authorizing Entry Into Asset Purchase Agreement With Respect to the Sale of Substantially All of the Debtor’s Assets, (B) Approving Bid Procedures for the Sale of Substantially All of the Debtor’s Assets, (C) Scheduling an Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, (E) Approving Certain Termination Fee and Expense Reimbursement Provisions, and (F) Granting Related Relief* [Docket No. 97] (the “Bid Procedures Order”).

*supplements* the list of executory contracts and unexpired leases for potential assumption, assumption and assignment, and/or transfer, consistent with the Contract and Lease Procedures. The executory contracts and unexpired leases listed herein are in addition to, and supplement, the executory contracts and unexpired leases listed in the Original Assumption Notice.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE A PARTY TO ONE OR MORE OF THE CONTRACTS OR LEASES REFERRED TO HEREIN.**

**POTENTIAL SUPPLEMENTAL ASSUMED/ASSIGNED CONTRACTS<sup>4</sup>**

Attached as Schedule A is a schedule of *supplemental* Potential Assumed/Assigned Contracts (the “Cure Schedule”) that may be assumed, assumed and assigned, and/or transferred, as applicable, by the Debtor in connection with the Sale, listing the counterparties to such contracts (the “Contract Counterparties”) and the amount, if any, proposed to be paid to cure any monetary defaults under the Potential Assumed/Assigned Contracts pursuant to section 365 of the Bankruptcy Code (the “Cure Amounts”).<sup>5</sup> **The inclusion of a document on the Cure Schedule is not a commitment that such Potential Assumed/Assigned Contract will, in fact, be assumed by the Debtor, assumed by the Debtor and assigned to a third party, or otherwise transferred by the Debtor to a third party, including in connection with the Sale. The identification of any executory contract or unexpired lease as one that, in connection with a Sale, will, in fact, be assumed by the Debtor, assumed by the Debtor and assigned to a third party, or otherwise transferred to a third party are governed by the Bid Procedures Order.**

IF YOU AGREE WITH THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF YOUR POTENTIAL ASSUMED/ASSIGNED CONTRACT(S) AND/OR PROPOSED CURE AMOUNTS LISTED IN SCHEDULE A WITH RESPECT TO YOUR POTENTIAL ASSUMED/ASSIGNED CONTRACT(S), YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.

IF YOU DISAGREE WITH THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF YOUR POTENTIAL ASSUMED/ASSIGNED CONTRACT(S) AND/OR THE PROPOSED CURE AMOUNTS LISTED IN SCHEDULE A WITH RESPECT TO YOUR POTENTIAL ASSUMED/ASSIGNED CONTRACT(S), YOU MUST OBJECT BY NO LATER THAN **JUNE 23, 2025 AT 5:00 P.M. (PREVAILING EASTERN TIME)** (the “Contract Objection Deadline”).

Objections with respect to any Potential Assumed/Assigned Contracts (a “Contract Objection”) must be: (i) made in writing and filed on the docket for the Chapter 11 Case no later than the Contract Objection Deadline; (ii) state the basis of such Contract Objection with specificity, including, without limitation, the Cure Amount alleged to be due to such Contract Counterparty, and include complete contact information for such Contract Counterparty (including

<sup>4</sup> The presence of any contract or lease on Schedule A hereto does not constitute an admission that such contract or lease is an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code or that such contract or lease will be assumed and/or assigned by the Debtor.

<sup>5</sup> For avoidance of doubt, the Debtor reserves all rights to remove any executory contract or unexpired lease from the Cure Schedule prior to closing of any sale.

address, telephone number, and email address); (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and (iv) be served on the following, so as to be actually received by them on or before the Contract Objection Deadline (collectively, the “Notice Parties”):

- i. counsel for the Debtor, (a) Fenwick & West, LLP, 902 Broadway, 18th Floor, New York, NY 10010, Attn: Ethan Skerry (eskerry@fenwick.com), and Brendan Montgomery (bmontgomery@fenwick.com); (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801), Attn: James E. O’Neill (joneill@pszjlaw.com); and (c) Pachulski Stang Ziehl & Jones LLP, One Sansome Street, Suite 3430, San Francisco, CA 94104, Attn: Debra I. Grassgreen (dgrassgreen@pszjlaw.com) and Maxim B. Litvak (mlitvak@pszjlaw.com);
- ii. counsel to the Stalking Horse Bidder, (a) Morrison & Foerster LLP, 250 West 55th Street, Floor 20, New York, NY 10019, Attn: James A. Newton, Esq. (jnewton@mofo.com) and Miranda K. Russell, Esq. (mrussell@mofo.com); and (b) Potter Anderson & Corroon LLP, Attn: Christopher M. Samis (csamis@potteranderson.com) and Brett M. Haywood (bhaywood@potteranderson.com);
- iii. counsel to the Committee, if any; and
- iv. the Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Megan Seliber (megan.seliber@usdoj.gov).

Any Contract Counterparty that objects to a Successful Bidder’s provision of additional assurance of future performance (the “Adequate Assurance Objection”) must file such Adequate Assurance Objection on or before the Sale Hearing and serve such objection on the Notice Parties and the applicable Successful Bidder, or such objecting party may appear and argue at the Sale Hearing. To the extent the parties are unable to resolve an Adequate Assurance Objection, the Court will set a hearing, which may be at the Sale Hearing, on the Adequate Assurance Objection to determine whether terms of the Successful Bid are compliant with section 365 of the Bankruptcy Code in providing adequate assurance of future performance to the Contract Counterparty of the applicable contract or lease.

If you file a Cure Objection or Assumption/Assignment Objection satisfying the requirements herein, the Debtor will confer with you in good faith to attempt to resolve any such Cure Objection or Assumption/Assignment Objection without Bankruptcy Court intervention. If the applicable parties determine that the Cure Objection or Assumption/Assignment Objection cannot be resolved without judicial intervention in a timely manner, the Bankruptcy Court shall resolve such objections (i) at the Sale Hearing scheduled for **June 27, 2025 at 2:00 p.m. (prevailing Eastern Time)** via Zoom and at the United States Bankruptcy Court for the District of Delaware, United States Courthouse, 824 Market Street North, 5th Floor, Courtroom #4, Wilmington, DE 19801, before the Honorable Mary F. Walrath, United States Bankruptcy Judge, or (ii) on such other date subsequent to a Sale Hearing as the Court may designate prior to, during, or after the Sale Hearing (a “Contract Hearing”) before the Bankruptcy Court to consider the objection.

If the Debtor identifies additional executory contracts or unexpired leases that it wishes to add to or remove from the Cure Schedule (each an “Additional Contract”), the Debtor shall, as soon as practicable after making such a determination, send an Additional Cure Notice to the applicable Contract Counterparties to such Additional Contracts. To the extent an executory contract or unexpired lease is not assumed, assumed and assigned, or transferred in connection with a Sale, the Debtor may, in its sole discretion, reject such an executory contract or unexpired lease to the extent permitted by law following the Closing.

Objections from any Contract Counterparty to an Additional Contract (an “Additional Contract Objection”) must: (i) be made in writing and filed on the docket by the later of (a) the Contract Objection Deadline and (b) seven (7) calendar days after the Debtor files and serves the Additional Cure Notice (as applicable, the “Additional Contract Objection Deadline”); (ii) state the basis of such objection with specificity, including, without limitation, the Cure Amount alleged by such Contract Counterparty, and include contact information for such Contract Counterparty; (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (iv) be served upon the Notice Parties so as to be actually received by them on or before the Additional Contract Objection Deadline.

If a timely Additional Contract Objection is filed, and cannot be resolved consensually, the Bankruptcy Court shall resolve such Additional Potential Assignment Objection at a hearing to be held (i) on or before seven (7) calendar days from the timely filing of the Additional Potential Assignment Objection; (ii) at the Sale Hearing; or (iii) such other date designated by the Court.

**IF YOU FAIL TO TIMELY FILE AND PROPERLY SERVE A CURE OBJECTION OR ASSUMPTION/ASSIGNMENT OBJECTION AS PROVIDED HEREIN (I) YOU WILL BE DEEMED TO HAVE FOREVER WAIVED AND RELEASED ANY RIGHT TO ASSERT A CURE OBJECTION, ASSUMPTION/ASSIGNMENT OBJECTION, OR ADDITIONAL CONTRACT OBJECTION, AS APPLICABLE, AND TO HAVE OTHERWISE CONSENTED TO THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR SALE AND TRANSFER, OF THE DEBTOR’S RIGHT, TITLE, AND INTEREST IN, TO AND UNDER, SUCH POTENTIAL ASSUMED/ASSIGNED CONTRACT OR ADDITIONAL CONTRACT, AS APPLICABLE, ON THE TERMS SET FORTH IN THIS CURE NOTICE AND THE APPLICABLE PURCHASE AGREEMENT, (II) YOU WILL HAVE CONSENTED TO THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT OF, OR SALE AND TRANSFER OF, THE DEBTOR’S RIGHT, TITLE, AND INTEREST IN, TO AND UNDER, ITS POTENTIAL ASSUMED/ASSIGNED CONTRACT, AS THE CASE MAY BE, WITHOUT THE NECESSITY OF OBTAINING ANY FURTHER ORDER OF THE BANKRUPTCY COURT, AND (III) YOU WILL BE BARRED AND ESTOPPED FOREVER FROM ASSERTING OR CLAIMING AGAINST ANY PARTY THAT ANY ADDITIONAL CURE AMOUNTS ARE DUE OR DEFAULTS EXIST, OR CONDITIONS TO ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR SALE AND TRANSFER, MUST BE SATISFIED, UNDER SUCH POTENTIAL ASSUMED/ASSIGNED CONTRACT.**

The Debtor’s assumption, assumption and assignment, or sale and transfer, of a Potential Assumed/Assigned Contract is subject to approval by the Bankruptcy Court and consummation of the closing of a Sale. The inclusion of any document on the list of Potential Assumed/Assigned



Contracts shall not constitute or be deemed to be a determination or admission by the Debtor that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved.

The dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices and/or amended agendas. Parties in interest are encouraged to monitor the electronic court docket available at <https://dm.epiq11.com/case/synthego/info>.

This Notice is subject to the full terms and conditions of the Bid Procedures Order, which shall control in the event of any conflict. The Debtor encourages parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice.

Dated: June 16, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

Debra I. Grassgreen (admitted *pro hac vice*)

Maxim B. Litvak (admitted *pro hac vice*)

Malhar S. Pagay (admitted *pro hac vice*)

James E. O'Neill (DE Bar No. 4042)

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*Counsel to the Debtor and Debtor in Possession*

**Schedule A**

Schedule of Potential Assumed/Assigned Contracts

No.	Contract Counterparty	Contract/Lease Title	Date of Contract/Lease	Cure Amount
3	XAVO USA, INC.	SAAS	6/3/2022	--

## **EXHIBIT B**

Name	Address
DISTRICT OF DELAWARE - S. T. HANSON	HERCULES BUILDING US ATTORNEYS OFFICE 1313 N. MARKET ST, PO BOX 2046 WILMINGTON DE 19801
INTERNAL REVENUE SERVICE	P.O. BOX 7346 PHILADELPHIA PA 19101-7346

Total Count: 2

## **EXHIBIT C**

Name	Address
BIOTOOLS CO., LTD.	RM. 9, 9F., NO. 93, SEC. 1, XINTAI 5TH RD XIZHI DISTRICT NEW TAIPEI CITY 221 TAIWAN
E-TECHNOLOGIES GROUP, LLC	8614 JACQUEMIN DRIVE WEST CHESTER TOWNSHIP OH 45069
XAVO USA, INC.	ONE BOSTON PLACE SUITE 2600 BOSTON MA 02108

Total Count: 3

## **EXHIBIT D**

Name	Email
8VC CO-INVEST FUND I, L.P.	nathan@8vc.com; NATHAN@8VC.COM
8VC ENTREPRENEURS FUND I, L.P.	nathan@8vc.com; NATHAN@8VC.COM
8VC FUND I, L.P.	nathan@8vc.com; NATHAN@8VC.COM
AAF - SYNTHEGO GROWTH, L.P.	kyle@aaf.vc; KYLE@AAF.VC
AAF II - YASI VENTURES, L.P.	KYLE@AAF.VC; kyle@aaf.vc
APPRENTICE FS, INC.	steven.corey@apprenticefs.com; STEVEN.COREY@APPRENTICEFS.COM
ARAB ANGEL GP I, L.P.	kyle@arabangel.vc; kyle@aaf.vc; KYLE@AAF.VC
DECLARATION CAPITAL PE SPV XLVI LLC	RJACKOWITZ@DECLARATIONPARTNERS.COM
DERYCK C. MAUGHAN REVOCABLE TRUST	ADDRESS ON FILE
DISTRICT OF DELAWARE - S. T. HANSON	Usade.ecfbankruptcy@usa.doj.gov
DONNELLEY FINANCIAL SOLUTIONS	JAMIE.TOOMBS@DFINSOLUTIONS.COM
EMERGING TECHNOLOGIES FUND II LLC	MARC.WEISS@OFCAP.COM
EMERGING TECHNOLOGIES FUND III LLC	MARC.WEISS@OFCAP.COM
ERNST & YOUNG US LLP	GSS.ACCOUNTSRECEIVABLE@XE02.EY.COM
ERS GENOMICS LIMITED	FINANCE@ERSGENOMICS.COM; JOHN.MILAD@ERSGENOMICS.COM
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LESLIE ENTERPRISES LP	MLESLIE@LESLIEVENTURES.COM
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LUMA BIO-IT SPV-A, L.P.	legal@8vc.com; LEGAL@8VC.COM
MENLO VENTURES XI, L.P.	FINANCE@MENLOVC.COM
MERRICK, KAY E.	ADDRESS ON FILE
MMEF XI, L.P.	FINANCE@MENLOVC.COM
MORROW-MEADOWS CORPORATION	INFO@MORROW-MEADOWS.COM
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PROPHARMA GROUP HOLDINGS, LLC	TOM.HUNTER@PROPHARMAGROUP.COM
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RNA SPV LLC	RAJGARG10@AOL.COM
SECURITIES & EXCHANGE COMMISSION	CHAIR@SEC.GOV; CommissionerPeirce@sec.gov; CommissionerUyeda@sec.gov
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TRUEBRIDGE DIRECT FUND L.P.	MWILLIAMS@TRUEBRIDGECAPITAL.COM
WEIL, GOTSHAL & MANGES LLP	MELISSA.APPENRODT@WEIL.COM
WELLINGTON HADLEY HARBOR MASTER INVESTORS	TMKANE@WELLINGTON.COM

Total Count: 62