



Signed: June 08, 2009

A handwritten signature in black ink, appearing to read "Randall J. Newsome", is written over a horizontal line.

RANDALL J. NEWSOME
U.S. Bankruptcy Judge

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7
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9 Asyst Technologies, Inc.,
10 a California corporation

11 UNITED STATES BANKRUPTCY COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 OAKLAND DIVISION

14 In re
15 ASYST TECHNOLOGIES, INC., a California
16 corporation,
17
18 Debtor.

Case No. 09-43246

Chapter 11

**ORDER GRANTING MOTION BY
ASYST TECHNOLOGIES, INC., AS
DEBTOR AND DEBTOR IN
POSSESSION, TO: (I) ESTABLISH
SALES PROCEDURES AND (II)
SCHEDULE HEARING ON MOTION
FOR SALE OF SUBSTANTIALLY
ALL ASSETS OF THE ESTATE FREE
AND CLEAR OF LIENS AND
INTERESTS PURSUANT TO 11U.S.C.
§ 363**

**Date: N/A
Time: N/A
Dept: 220
Judge: Chief Judge Randall
Newsome**

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23 The Motion by Asyst Technologies, Inc., as Debtor and Debtor in Possession, to: (I)
24 Establish Sales Procedures and (II) Schedule Hearing on Motion for Sale of Substantially All Assets
25 of the Estate Free and Clear of Liens and Interests Pursuant to 11 U.S.C. § 363 (the "Sale Procedures
26 Motion"), the declarations in support thereof, and the files and records in this case having been
27 submitted by the Debtor in Possession, the Court being fully advised in the premises, and good cause
28 appearing therefore;

1 IT IS HEREBY ORDERED THAT:

2 1. The Sale Procedures Motion is Granted in its entirety;

3 2. The sale procedures attached as **Exhibit "A"** ("Bid Procedures") are approved and
4 deemed established, including without limitation the Overbid procedures that are contained therein;

5 3. The Debtor in Possession is authorized to enter into one or more agreements with
6 JPMorgan Chase, N.A., ("Escrow Agent") and the potential purchasers of certain assets of the
7 Debtor in Possession, each in a form substantially similar to that form of agreement attached hereto
8 as **Exhibit "B"** ("Escrow Agreement"), under which Escrow Agent shall serve as the escrow agent
9 for the good faith deposits to be submitted by potential purchasers towards the purchase price, in
10 connection with the bids made by such potential purchasers as part of the auction process for the sale
11 of substantially all assets of the estate pursuant to 11 U.S.C. § 363 (individually, an "Escrowed
12 Deposit" and collectively, the "Escrowed Deposits"). The Escrowed Deposits shall be held by the
13 Escrow Agent pursuant to the terms of the Escrow Agreement and shall be disbursed in accordance
14 with the terms of the Escrow Agreement and, with respect to the potential purchasers with whom the
15 Debtor in Possession enters into such agreement, the Asset Purchase Agreement that has been
16 executed by the respective potential purchaser and the Debtor in Possession ("Purchase
17 Agreement"). Under no circumstances shall any Escrowed Deposit be considered property of the
18 estate pursuant to 11 U.S.C. § 541 prior to the Escrowed Deposit becoming non-refundable moneys
19 of the Debtor in Possession as set forth in the Purchase Agreement.

20 4. The hearing on the Sale Motion shall be held on **July 17, 2009 at 10:00 a.m.** in
21 Department 220.

22 **END OF ORDER**
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27
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EXHIBIT “A”

BIDDING PROCEDURES

Asyst Technologies, Inc., the debtor and debtor in possession (“Debtor in Possession”) filed its chapter 11 case (the “U.S. Proceedings”) on April 20, 2009 in the United States Bankruptcy Court for the Northern District of California, Oakland Division (“Bankruptcy Court”), case No. 09-43246.

Also on April 20, 2009, the affiliates of the Debtor in Possession, Asyst Technologies Japan Holdings Company, Inc. (“Asyst Japan Holdings”) and Asyst Technologies Japan, Inc. (“ATJ”) sought the protections under the Japanese Corporate Reorganization Law (*Kaisha Kosei Ho*) in the District Court in Tokyo, Japan (“Japanese Proceedings”). Asyst Japan Holdings is a non-operating holding company organized and operating under the laws of Japan. ATJ, which is wholly owned by Asyst Japan Holdings, is an operating company organized and operating under the laws of Japan. The assets of Asyst Japan Holdings and the assets of ATJ are collectively referred to herein as the “Asyst Japan Assets”.

Following the commencement of the Japanese Proceedings, Mr. Kosei Watanabe was appointed as Supervisor. On May 26, 2009, an opening decree was issued in the Japanese Proceedings, and Mr. Watanabe was appointed as Trustee of Asyst Japan Holdings and ATJ.

The Debtor in Possession, working in coordination with the Trustee in the Japanese Proceedings, has implemented the processes and procedures set forth below, through which the Trustee will determine the highest and best offer for the Asyst Japan Assets and the Debtor in Possession will determine the highest and best offer for substantially all of the assets of the Debtor in Possession (the “Asyst U.S. Assets”). In connection with this, however, the Debtor in Possession proposes that the best interests of the estate and its parties in interest would be best served by the implementation of a coordinated, cross-border bid/auction process for both the Asyst U.S. Assets and the Asyst Japan Assets, as is set forth in more particularity in Section III below. A schematic flowchart of the following Bid Procedures is attached as **Exhibit “1”** hereto.

I. QUALIFICATION OF BIDDERS FOR THE ASYST U.S. ASSETS

A. Participation Requirements

In order to participate in the bidding process and to otherwise be considered for any purpose hereunder, a person interested in bidding for the Asyst U.S. Assets, whether such are to be acquired independently, or whether such bid is contingent upon such person also being the successful bidder for the Asyst Japan Assets (a “Potential Bidder”) must first deliver (unless previously delivered) to the Debtor in Possession and its counsel, not later than June 7, 2009 the following (collectively, the “Bid Requirements”:

1. Confidentiality Agreement. An executed confidentiality agreement in form and substance acceptable to the Debtor in Possession and its counsel (a “Confidentiality Agreement”);

2. Proof of Financial Ability to Perform. Prior to or at the time of presentation of a Bid (as defined below), written evidence that the Debtor in Possession, in consultation with KeyBank, National Association, as agent for the secured lenders to the Debtor in Possession (“KeyBank”) and the Official Committee of Unsecured Creditors (“Committee”), reasonably concludes demonstrates that the Potential Bidder has the necessary financial ability to close the contemplated transaction. Such information should include, *inter alia*, the following:
 - a. The Potential Bidder’s current financial statements (audited, if the same exist);
 - b. Contact names and numbers for verification of financing sources;
 - c. Evidence of the Potential Bidder’s internal financial resources and proof of any debt or equity funding commitments that are needed to close the contemplated transaction; and
 - d. Any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor in Possession demonstrating that such Potential Bidder has the ability to close the contemplated transaction; provided, however, that the Debtor in Possession shall determine in its reasonable discretion, in consultation with its financial advisors, KeyBank and the Committee, whether the written evidence of such financial wherewithal is reasonably acceptable, and shall not unreasonably withhold acceptance of a Potential Bidder’s financial qualifications.
3. A Bid. A Bid satisfying the Bid Requirements set forth herein. Such Bid shall state whether the Bid is for the Asyst U.S. Assets alone (a “Non-Contingent Bid”) or whether the Bid is for the Asyst U.S. Assets, contingent upon such Potential Bidder also being selected as the successful bidder for the Asyst Japan Assets (a “Contingent Bid”).

B. Designation as a Qualified Bidder

A “Qualified Bidder” is a Potential Bidder that delivers the documents described in Section A above, and that the Debtor in Possession in its discretion and with assistance from its advisors, and in consultation with KeyBank and the Committee, determines is reasonably likely to be able to consummate a sale for the Assets identified in the Bid if

selected as a Successful Bidder (as defined below). KeyBank, as agent for the secured lenders to the Debtor in Possession, shall be deemed a Qualified Bidder.

Upon receipt from a Potential Bidder of the information required in Section A above, the Debtor in Possession, as soon as is practicable (following consultation with KeyBank and the Committee), shall determine and notify the Potential Bidder with respect to whether such Potential Bidder is a Qualified Bidder.

Each Potential Bidder and Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtor in Possession or its advisors regarding such Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with requests for additional information and due diligence access will be a basis for the Debtor in Possession to determine (following consultation with KeyBank and the Committee) that the Potential Bidder is not a Qualified Bidder. Failure by a Qualified Bidder to comply with such requests for additional information and due diligence access will be a basis for the Debtor in Possession to determine (following consultation with KeyBank and the Committee) that a Bid made by a Qualified Bidder is not a Qualified Bid (as defined below).

C. Access to Due Diligence Materials

Only Potential Bidders that execute and deliver a Confidentiality Agreement are eligible to receive due diligence access or additional non-public information. If the Debtor in Possession (following consultation with KeyBank and the Committee) determines that a Potential Bidder that has satisfied the Participation Requirements does not constitute a Qualified Bidder, then such Potential Bidder's right to receive due diligence access or additional non-public information shall terminate. The parties will coordinate all reasonable requests for additional information and due diligence access from such Qualified Bidders. The Debtor in Possession shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below).

II. BIDDING PROCESS

The Debtor in Possession and its advisors shall (i) determine (following consultation with KeyBank and the Committee) whether a Potential Bidder is a Qualified Bidder; (ii) coordinate the efforts of Bidders in conducting their due diligence investigations, as permitted by the provisions above; (iii) receive Bids from Qualified Bidders; and (iv) negotiate any Bids (collectively, the "Bidding Process"). The Debtor in Possession (following consultation with KeyBank and the Committee) shall have the right to adopt such other rules for the Bidding Process (including rules that may depart from those set forth herein) that will better promote the goals of the Bidding Process and that is not inconsistent with any of the other provisions herein or of any order of the Bankruptcy Court.

A. Bid Deadline

The deadline for submitting bids by a Qualified Bidder shall be June 7, 2009, at **4:00 p.m. (Pacific Time)** (the “Bid Deadline”). A Bid received after the Bid Deadline shall not constitute a Qualified Bid.

Prior to the Bid Deadline, a Qualified Bidder that desires to make an offer, solicitation, or proposal (a “Bid”) shall deliver written copies of its Bid by U.S. or overnight mail and by e-mail to the following persons (collectively the “Notice Parties”):

The Debtor in Possession

Asyst Technologies, Inc.
46897 Bayside Parkway
Fremont CA, 94538
Attention: Steven Debenham, Senior Vice
President, General Counsel & Secretary
e-mail: sdebenham@asyst.com;

Counsel to the Debtor in Possession;

Baker & McKenzie, LLP
12544 High Bluff Drive, Third Floor
San Diego, CA 92130
Attention: Ali M.M. Mojdehi
e-mail: ali.m.m.mojdehi@bakernet.com;

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B. Bid Requirements

To be eligible to participate in the Coordinated Bid/Auction Process (as defined below), each Bid and each Qualified Bidder submitting such a Bid must be determined by the Debtor in Possession (following consultation with KeyBank and the Committee) to satisfy each of the following conditions:

1. Good Faith Deposit. Each Bid must be accompanied by a deposit (the “Good Faith Deposit”) in the form of a certified check or cash payable to the order of the Debtor in Possession in an amount equal to ten percent of the Purchase Price in the Bid.
2. Irrevocable Bid. Each Bid must be irrevocable until the earlier of (i) five (5) business days after closing of the transaction with another Qualified Bidder and (ii) August 30, 2009 (the “Termination Date”).
3. Purchase Agreement. Each Bid must include an executed agreement substantially similar to the form of the agreement attached as **Exhibit “2”** hereto (the “Form Agreement”), pursuant to which the Qualified Bidder proposes to effectuate the contemplated transaction (the “Contemplated Transaction Documents”). A Bid shall include a copy of the Form Agreement marked to show all changes requested by the Bidder. The Contemplated Transaction Documents for any Contingent Bid (as defined below) must include all provisions that are noted in such Form Agreement as required in connection with any Contingent Bid, and shall also be submitted along with a statement by the Qualified Bidder setting forth the amount of such Bid that is to be allocated to the Asyst Japan Assets. Any Contemplated Transaction Documents submitted in connection with any Non-Contingent Bid must include therein a commitment to close no later than sixty (60) days following the date of full execution of the Contemplated Transaction Documents. Any Contemplated Transaction Documents submitted in connection with any

Contingent Bid must include therein a commitment to close no later than the date District Court approval is received in the Japanese Proceedings.

4. Contingencies. A Bid may not be conditioned on obtaining financing or any internal approval or otherwise be subject to contingencies more burdensome than those in the Form Agreement, unless the Debtor in Possession, in its discretion (following consultation with KeyBank and the Committee), otherwise agrees.
5. Financing Sources. A Bid must contain written evidence of a commitment for financing or other evidence of the ability to consummate the sale satisfactory to the Debtor in Possession (following consultation with KeyBank and the Committee) with appropriate contact information for such financing sources.
6. No Fees Payable to Qualified Bidder. A Bid may not request or entitle the Qualified Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue a substantial contribution claim under Section 503 of the Bankruptcy Code related in way to the Sale Motion, the Assets, submission of its Bid or the Bidding Procedures.

C. Identification of Qualified Bids

A Bid received from a Qualified Bidder before the Bid Deadline that meets the above requirements, or, in the case of a Credit Bidder (as defined below), the requirements set forth below, and that satisfies the Bid Deadline requirement above shall constitute a “Qualified Bid” if the Debtor in Possession believes, in its reasonable discretion (following consultation with KeyBank and the Committee), that such Bid would be consummated if selected as the Successful Bid (as defined below).

The Debtor in Possession shall have the right to reject any and all Bids that it believes, in its reasonable discretion (following consultation with KeyBank and the Committee) do not comply with the Bidding Procedures.

No later than June 8, 2009, the Debtor in Possession will notify each Qualified Bidder if its Bid is a Qualified Bid, confirm for each Qualified Bidder submitting a Qualified Bid the time and place of the U.S. Auction (as defined below). Each Qualified Bidder submitting a Non-Contingent Bid shall, at that time, be provided with copies of all other Non-Contingent Bids that have been submitted for the Asyst U.S. Assets. Each Qualified Bidder submitting a Contingent Bid shall be provided with copies of any other Contingent Bids that have been submitted in the U.S. Proceedings.

III. COORDINATED BID/AUCTION PROCESS

The Debtor in Possession will then coordinate with the Trustee in the Japanese Proceedings to conduct a coordinated process of a sealed bid in the Japanese Proceedings, followed promptly by an auction in the U.S. (the “Coordinated Bid/Auction Process”), to determine (i) the highest and best offer for the Asyst Japan Assets in the Japanese Proceedings (the “Japanese Sealed Bid”); and (ii) the highest and best offer for the Asyst U.S. Assets in the U.S. Proceedings (the “U.S. Auction”).

A. The Japanese Sealed Bid for the Asyst Japan Assets

The Coordinated Bid/Auction Process shall begin with the Japanese Sealed Bid, which shall be submitted to the Trustee in the Japanese Proceedings by 10:00 A.M. (Tokyo time) on June 9, 2009, as follows:

1. To make a bid in the Japanese Sealed Bid any bidder must have satisfied all applicable requirements for such in the Japanese Proceedings (a “Japan Qualified Bidder”). The requirements to be deemed a Japan Qualified Buyer in the Japanese Auction shall be as determined in the Japanese Proceedings and as such requirements may be noticed to Potential Bidders in accordance with applicable law and custom in such Proceedings.
2. Without limiting the effect of the foregoing, any bid by a Japan Qualified Bidder for the Asyst Japan Assets in the Japanese Sealed Bid shall indicate whether such bid is for the Asyst Japan Assets alone (a “Japan Non-Contingent Bid”) or if the bid is contingent upon such Japan Qualified Bidder also being selected as the Successful Bidder for the Asyst U.S. Assets in the U.S. Proceedings (a “Japan Contingent Bid”).
3. The Japanese Sealed Bid shall be conducted in accordance with the standard custom and practice for the Japanese Proceedings as directed by the Trustee.
 - a. Upon submission of the bids in the Japanese Sealed Bid, the Japanese Sealed Bid shall be closed and the results of the Japanese Sealed Bid shall not be revealed to the Japan Qualified Bidders by the Trustee in the Japanese Proceedings until after the conclusion of the U.S. Auction, as more particularly set forth in Section III (C) below

B. The U.S. Auction for the Assets of the Debtor in Possession

Following the conclusion of the Japanese Sealed Bid, but prior to the unsealing of those bids, the Coordinated Bid/Auction Process shall then continue with the U.S. Auction, which shall commence at 3:00 P.M. (California time) on June 9, 2009 at Baker

& McKenzie, LLP, Two Embarcadero Center, 11th Floor, San Francisco, California 94111. The bid procedures for the U.S. Auction shall be as follows:

1. Identification of the Scope of the Auction; Qualified Bidders.
 - a. Any Qualified Bidder submitting a Bid (whether such Bid is a Contingent Bid or a Non-Contingent Bid) is eligible to participate in the U.S. Auction (an “Eligible Participant”). If there is more than one Eligible Participant, then the U.S. Auction shall commence. Only the authorized representative of each of the Eligible Participants, the Debtor in Possession, KeyBank, and the Committee shall be permitted to attend the U.S. Auction.
2. U.S. Auction Bid Procedures.
 - a. Selection of Initial Highest and Best Bid. The Debtor in Possession and its professionals shall direct and preside over the U.S. Auction. At the start of the U.S. Auction, the Debtor in Possession shall describe the terms of the initial Bid of an Eligible Participant that has been determined the highest and best Bid. The determination of which Bid constitutes the initial highest and best Bid shall take into account any factors the Debtor in Possession (following consultation with KeyBank and the Committee) reasonably deems relevant to the value of the Bid to the estate.
 - b. Subsequent Bids. All Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Bid shall be fully disclosed to all other Eligible Participants. The Debtor in Possession shall maintain a transcript of all Bids made and announced at the U.S. Auction, including the initial Bid, all Overbids, and the Successful Bid. The Debtor in Possession reserves the right to conduct the U.S. Auction in the manner designed to maximize value based upon the nature and extent of the Bids received from Eligible Participants.
 - c. Overbidding Procedures. An “Overbid” is any bid made at the U.S. Auction subsequent to the Debtor in Possession’s announcement of the initial highest and best Bid, which (excepting the Bid Deadline requirement) meets the conditions for a Qualified Bid as set forth in Section I.B above. Any Overbid shall be made in increments established and announced by the Debtor-in-Possession at the U.S. Auction in its reasonable discretion. Additional

consideration in excess of the amount set forth in the initial highest and best Bid may include only cash and/or other consideration acceptable to the Debtor in Possession (following consultation with KeyBank and the Committee). The Debtor in Possession shall announce at the U.S. Auction the material terms of each Overbid. Any Overbid made by an Eligible Participant must remain open and binding on such Eligible Participant unless and until (i) the Debtor in Possession accepts a higher Bid from an Eligible Participant; and (ii) such Overbid is not selected as the Back-up Bid (as defined below).

- d. Credit Bids in the U.S. Proceedings. Credit Bids shall be accepted in connection with the Asyst U.S. Assets from any Eligible Participant holding an allowed claim secured by a lien on the property of the estate, pursuant to the provisions of Section 363(k) of the Bankruptcy Code. KeyBank, as agent for the secured lenders to the Debtor in Possession, shall be deemed an Eligible Participant.

3. Determination of Highest U.S. Bidder.

- a. Upon the conclusion of the bidding in the U.S. Auction, the U.S. Auction shall be closed or shall be deferred, pending the unsealing of the Japanese Sealed Bid, as set forth below. Upon such conclusion, the Debtor in Possession (following consultation with KeyBank and the Committee) shall immediately identify the highest and best offer for the Asyst U.S. Assets (the “Highest U.S. Bid”), which highest and best offer will provide the greatest amount of net value to the estate and its creditors. The Debtor in Possession shall advise the Eligible Participants of such determination. In making its determination of which Bid constitutes the “highest and best offer,” the Debtor in Possession (following consultation with KeyBank and the Committee) shall be entitled to take into account the form(s) of consideration offered, including, without limitation, to discount the value of any non-cash consideration.
- b. If the offer that is identified as the Highest U.S. Bid for the Asyst U.S. Assets is a Non-Contingent Bid, then that bid is the successful bid for the Asyst U.S. Assets (such bid, or, as applicable, the bid determined to be the successful bid in accordance with Section III (D)(1) or (2) below, shall be the “Successful Bid” and the person making the Successful Bid shall be the “Successful Bidder”) and the U.S. Auction shall be closed.

- c. If the offer that is identified as the Highest U.S. Bid for the Asyst U.S. Assets is a Contingent Bid (“Prevailing Contingent Bid”), then the close of the U.S. Auction will be deferred until such time as the bids are unsealed in the Japanese Sealed Bid and the Successful Japan Bid Determination (as defined below) is made.
- C. Following the conclusion of the bidding in the U.S. Auction, the highest and best offer for the Asyst Japan Assets (the “Highest Japan Bid”) shall be identified by the Trustee in the Japan Proceedings and otherwise in accordance with the such guidelines as may be determined in the Japanese Proceedings as directed by the Trustee (the “Successful Japan Bid Determination”).
 - 1. If the Highest Japan Bid in the Japanese Sealed Bid is a Japan Non-Contingent Bid, then that bid shall be selected as the “Successful Japan Bid” in the Japan Sealed Bid (such person, or, as applicable, the person making the Successful Japan Bid in Section III (C)(2) or (3) below, shall be considered the “Successful Japan Bidder”).
 - 2. If the Highest Japan Bid in the Japanese Sealed Bid was submitted by the same person having submitted the Prevailing Contingent Bid for the Asyst U.S. Assets in the U.S. Auction, then such Bid shall be selected as the “Successful Japan Bid” in the Japan Sealed Bid.
 - 3. If the Highest Japan Bid in the Japanese Sealed Bid is a Japan Contingent Bid but is not submitted by the person having submitted the Prevailing Contingent Bid for the Asyst U.S. Assets in the U.S. Auction or if the Successful Bid in the U.S. Auction was a Non-Contingent Bid, then the otherwise highest and best offer of a Japan Qualified Bidder having submitted a Japan Non-Contingent Bid shall be selected as the “Successful Japan Bid” in the Japan Sealed Bid.
- D. Following the Successful Japan Bid Determination:
 - 1. If the Successful Japan Bidder is the same person having submitted the Prevailing Contingent Bid, then such Bid shall be selected as the Successful U.S. Bid in the U.S. Auction, and the U.S. Auction shall be closed.
 - 2. If the Successful Japan Bidder is any person other than the person having submitted the Prevailing Contingent Bid, then the otherwise highest and best Non-Contingent Bid shall be selected as the

successful bid in the U.S. Auction, and the U.S. Auction shall then be closed.

E. Qualified Bids in U.S. Auction Subject to Final Bankruptcy Court Approval

The Debtor in Possession shall sell the U.S. Asyst Assets to the Successful Bidder upon the approval of the Successful Bid by the Bankruptcy Court after the Sale Hearing (as defined below). The Debtor in Possession will be deemed to have accepted a Qualified Bid only when the Qualified Bid has been approved by the Bankruptcy Court at the Sale Hearing. All interested parties reserve their right to object to the selection by the Debtor in Possession of the Successful Bidder, including, without limitation, the Debtor in Possession's secured lenders' rights to object to the extent that the proposed sale does not comply with section 363(f) of the Bankruptcy Code.

Any Successful Bidder for the Asyst U.S. Assets shall receive notice by the Debtor in Possession of any other Bid for the Asyst U.S. Assets that is subsequently received. The Successful Bidder may notify the Debtor in Possession in writing of its desire to match or exceed the material terms and conditions of such other Bid and to amend its Contemplated Transaction Documents accordingly ("Match Notice") within two business days of receiving notice of such other Bid from the Debtor in Possession, provided that the Successful Bidder provides the Match Notice at least two business days prior to the date of the Sale Hearing (as defined below).

IV. OTHER PROVISIONS

A. "As Is, Where Is"

Except as otherwise expressly provided in the Debtor in Possession's agreement (the "Negotiated Agreement") with the Successful Bidder, the sale of the Asyst U.S. Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtor in Possession, its agents, or estate, whether express, implied, by operation of law or otherwise, regarding the Asyst U.S. Assets (and, as may be applicable, the Asyst Japan Assets), or the completeness of any information provided in connection therewith or the U.S. Auction.

B. Free of Any and All Interests

Except as otherwise provided in the Negotiated Agreement, and subject to the approval of the Bankruptcy Court, all of the Debtor in Possession's right, title, and interest in and to the Asyst U.S. Assets subject thereto shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, Interests"), in accordance with Bankruptcy Code section 363(f), with such to attach to the net proceeds of the sale of the Asyst U.S. Assets.

C. Sale Hearing

As soon as reasonably practicable following the close of the U.S. Auction, the Debtor in Possession will file and serve motion ("Sale Motion") seeking a hearing, *inter alia*, concerning the Bankruptcy Court's approval of the sale of the Asyst U.S. Assets to the Successful Bidder ("Sale Hearing"). The Sale Hearing shall be conducted by the Bankruptcy Court on July 17, 2009 at 10:00 a.m. (Pacific Time).

If the Successful Bidder fails to consummate an approved sale promptly following such time as when the conditions to its obligations to so consummate the approved sale have been satisfied or waived under the Negotiated Agreement (and, in any event within the sixty (60) days following the Successful Bidder's execution of the Contemplated Transaction Documents) (the "Termination Date"), the Debtor in Possession (after consultation with KeyBank and the Committee) shall be authorized, but not required, to deem the Back-up Bid, as disclosed at the Sale Hearing, the Successful Bid, and the Debtor in Possession shall be authorized, but not required, to consummate the sale with the Qualified Bidder submitting the Back-up Bid without further order of the Bankruptcy Court.

D. Assignment and Assumption of Executory Contracts and Unexpired Leases

As part of the Sale Motion, the Debtor in Possession will submit for the approval of the Bankruptcy Court its proposed procedures for assignment to and assumption by the Successful Bidder of certain executory contracts and unexpired leases pursuant to the provisions of Section 365 of the Bankruptcy Code and as such executory contracts and unexpired leases shall be further identified in the Successful Bidder's Contemplated Transaction Documents ("Assumed Contracts Procedures"). Such Assumed Contracts Procedures will include, at a minimum, provision for: (i) the request by the Debtor in Possession for an adequate assurance finding from the Bankruptcy Court as to such executory contracts and unexpired leases; (ii) the mechanics for a final determination of any cure amounts under same; and (iii) a request by the Debtor in Possession for the entry of an order of the Bankruptcy Court, prior to the Closing, that fully and finally determines the cure amount for each executory contract and unexpired lease that is to be assumed by the Successful Bidder as may be identified in the Contemplated Transaction Documents or amendment thereto.

E. Return of Good Faith Deposit

Any Good Faith Deposit of the Successful Bidder shall be applied to the purchase price of such transaction at Closing. Except as may be otherwise provided in the Negotiated Agreement with the Successful Bidder or Back-Up Bidder, Good Faith Deposits of all other Qualified Bidders shall be held in an interest bearing escrow account until five (5) business days after Closing of the transactions contemplated by the Successful Bid for the Asyst U.S. Assets, and thereafter returned to the respective bidders. If a Successful Bidder (including any Back-up Bidder that has become the Successful Bidder) fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Debtor in Possession shall be entitled

to retain the Successful Bidder's Good Faith Deposit as part of their damages resulting from such Successful Bidder's breach or failure to perform.

F. Modifications

The Bidding Procedures that are set forth herein may be modified at any time in writing by the Debtor in Possession (following consultation with KeyBank and the Committee).

The Debtor in Possession (following consultation with KeyBank and the Committee) may (a) determine, which bid submitted by an Eligible Participant, if any, is the highest and best offer; and (b) reject, at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures, or the terms and conditions of sale; or (iii) contrary to the best interests of the Debtor in Possession, the estate, creditors or other parties in interest.

At or before the Sale Hearing, the Debtor in Possession may impose such other terms and conditions as the Debtor in Possession (following consultation with KeyBank and the Committee) may determine to be in the best interest of the estate, creditors, and other parties in interest.

EXHIBIT “B”

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (as the same may be amended or modified from time to time pursuant hereto, this "Escrow Agreement") is made and entered into as of June __, 2009, by and among _____, a _____ corporation ("Purchaser"), Asyst Technologies, Inc., a California corporation, as Debtor and Debtor in Possession ("Seller", and together with Purchaser, sometimes referred to individually as "Party" or collectively as the "Parties"), and JPMorgan Chase N.A. (the "Escrow Agent").

WHEREAS, Seller is the debtor in possession in Chapter 11 bankruptcy proceedings (the "Bankruptcy Proceedings") in the United States Bankruptcy Court for the Northern District of California, Oakland Division and is conducting a bid and auction process (the "Bid/Auction Process") for the sale of all or certain of its assets in connection with the Bankruptcy Proceedings.

WHEREAS, in connection with the submission of its final bid for all or certain assets of Seller in the Bid/Auction Process, Purchaser has agreed to deposit in escrow certain funds to be held by the Escrow Agent subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- Appointment.** The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
- Fund.** Purchaser agrees to deposit with the Escrow Agent the sum of \$ _____ (the "Escrow Deposit"). In the event that Purchaser is selected as either the successful bidder in the Bid/Auction Process or the back-up bidder in the Bid/Auction Process, the Escrow Deposit shall constitute the Purchase Price Deposit, under and as defined in that certain Asset Purchase Agreement, executed by Purchaser on June __, 2009, to be executed by Seller upon consummation of the Bid/Auction Process (the "Underlying Agreement"). In the event that Purchaser is not (i) deemed a qualified bidder in connection with the Bid/Auction Process, or (ii) selected as either the successful bidder in the Bid/Auction Process or the back-up bidder in the Bid/Auction Process, the Escrow Deposit shall be returned to Purchaser in accordance with wire transfer or other payment instructions from Purchaser as soon as commercially practicable but in no event later than one (1) Business Day following receipt by the Escrow Agent of written instructions from Purchaser and Seller. Seller agrees to promptly provide written instructions consistent with the preceding sentence. The Escrow Agent shall hold the Escrow Deposit and, subject to the terms and conditions hereof, shall invest and reinvest the Escrow Deposit and the proceeds thereof (the "Fund") as directed in Section 3. The Escrow deposit shall be held in a trust account at the Escrow Agent and under no circumstances shall the Escrow Deposit be considered property of Seller's estate pursuant to Bankruptcy Code Section 541, nor shall the Escrow Deposit be subject to any lien, attachments, trustee process or any other judicial process of any creditor of any party hereto, at any time prior to the Escrow Deposit being delivered to Seller in accordance with Section 4.
- Investment of Fund.** During the term of this Escrow Agreement, the Fund shall be invested in a JPMorgan Chase Bank, N.A. money market deposit account ("MMDA") or a successor or similar investment offered by the Escrow Agent, unless otherwise instructed in writing by both Parties and as shall be acceptable to the Escrow Agent. The rate of return on an MMDA varies from time to time based upon market conditions. Written investment instructions, if any, shall specify the type and identity of the investments to be purchased and/or sold. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging an agency fee in connection with each transaction; provided that such compensation shall not be assessed against either Party or the Fund. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein.. The Escrow Agent shall not have any liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Escrow

Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of the Parties to give the Escrow Agent instructions to invest or reinvest the Fund. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement.

4. **Disposition and Termination.** With respect to an Escrow Deposit held as a Purchase Price Deposit under the terms of the Underlying Agreement (i.e., not an Escrow Deposit which is returned to Purchaser pursuant to Section 2 above), as soon as commercially practicable but in no event later than one (1) Business Day following receipt by the Escrow Agent of written instructions from Purchaser and Seller to distribute the Fund to (i) Seller pursuant to Section 2.4 of the Underlying Agreement, (ii) Purchaser pursuant to Section 2.4 of the Underlying Agreement or (iii) Purchaser following completion of a transaction with the successful bidder if Purchaser is the back-up bidder in the Bid/Auction Process, the Escrow Agent shall so distribute the Fund, including any interest accrued thereon, to Seller or Buyer, as the case may be. Upon delivery of the Fund by the Escrow Agent, this Escrow Agreement shall terminate, subject to the provisions of Sections 7 and 8 which shall survive such termination.

5. **Escrow Agent.** (a) The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, including without limitation the Underlying Agreement, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Escrow Agreement. In the event of any conflict between the terms and provisions of this Escrow Agreement, those of the Underlying Agreement, any schedule or exhibit attached to the Escrow Agreement, or any other agreement among the Parties, the terms and conditions of this Escrow Agreement shall control. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper Party or Parties without inquiry and without requiring substantiating evidence of any kind. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Fund, including, without limitation, the Escrow Deposit nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder.

(b) The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either Party. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through attorneys, and shall be liable only for its gross negligence or willful misconduct (as finally adjudicated in a court of competent jurisdiction) in the selection of any such attorney. The Escrow Agent may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be given a direction in writing by the Parties which eliminates such ambiguity or uncertainty to the satisfaction of Escrow Agent or by a final and non-appealable order or judgment of a court of competent jurisdiction. The Parties agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party thereto solely by virtue of the fact that the Escrow Agent is a party to this Escrow Agreement. Except as otherwise provided in this Escrow Agreement, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. **Succession.** (a) The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate, subject to the provisions of Sections 7 and 8 hereunder. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent hereunder as of the effective date of such resignation.

(b) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

7. **Compensation and Reimbursement.** Seller agrees to (a) pay the Escrow Agent for the services to be rendered hereunder, which unless otherwise agreed in writing shall be as described in Schedule 2 attached hereto, and (b) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances incurred by it in connection with the performance of this Escrow Agreement, including, without limitation reasonable attorney's fees and expenses, provided that such expenses, disbursements and advances are approved in writing in advance by Seller.

8. **Indemnity.** The Parties shall jointly and severally indemnify, defend and hold harmless the Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel) (collectively "Losses") arising out of or in connection with (a) the Escrow Agent's execution and performance of this Escrow Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Escrow Agreement, or as may arise by reason of any act, omission or error of the Indemnatee, except in the case of any Indemnatee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to have been primarily caused by the gross negligence or willful misconduct of such Indemnatee, or (b) its following any instructions or directions, whether joint or singular, from the Parties, except to the extent that its

following any such instruction or direction is expressly forbidden by the terms hereof. The Parties hereto acknowledge that the foregoing indemnities shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Escrow Agreement.

9. **Patriot Act Disclosure/Taxpayer Identification Numbers/Tax Reporting.**

(a) **Patriot Act Disclosure.** Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT Act”) requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agent’s identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the Parties identity including without limitation name, address and organizational documents (“identifying information”). The Parties agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

(b) **Taxpayer Identification Numbers (“TIN”)**

The Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service (“IRS”) Form W-8, or W-9 and/or other required documentation. The Parties each represent that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms, as well as in the Substitute IRS Form W-9 set forth on the signature page of this Escrow Agreement.

(c) **Tax Reporting**

The Purchaser and Seller further represent to the Escrow Agent that the transaction memorialized in the Underlying Agreement does not constitute an installment sale requiring any tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.

All interest or other income earned under the Escrow Agreement shall be allocated to Seller or Purchaser, in accordance with Sections 2 and 4 hereof, and reported, as and to the extent required by law, by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Deposit by Seller or Purchaser, as the case may be, whether or not said income has been distributed during such year. Any other tax returns required to be filed will be prepared and filed by Purchaser and/or Seller with the IRS and any other taxing authority as required by law, including but not limited to any applicable reporting or withholding pursuant to the Foreign Investment in Real Property Tax Act (“FIRPTA”). The Parties acknowledge and agree that Escrow Agent shall have no responsibility for the preparation and/or filing of any income, franchise or any other tax return or any applicable FIRPTA reporting or withholding with respect to the Fund or any income earned by the Escrow Deposit. The Parties further acknowledge and agree that any taxes payable from the income earned on the investment of any sums held in the Escrow Deposit shall be paid by Seller or Purchaser, as the case may be. In the absence of written direction from the Parties, all proceeds of the Fund shall be retained in the Fund and reinvested from time to time by the Escrow Agent as provided in this Escrow Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

10. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received:

- (a) upon delivery, if delivered personally, or upon confirmed transmittal, if by facsimile;
- (b) on the next Business Day (as hereinafter defined) if sent by overnight courier; or
- (c) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth below or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

If to Purchaser	[Address] Attention: Tel No.: Fax No.:
If to Seller	46897 Bayside Parkway Fremont, CA 94538 Attention: Steve Debenham Fax No.: (510) 661-5665
If to the Escrow Agent	JPMorgan Chase Bank, N.A. Clearance and Agency Services 333 S. Grand Avenue, 36 th Floor Los Angeles, CA 90071 Attention: Ronda Carson Fax No.: (213) 621-8090

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (a), (b) and (c) of this Section 10, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed.

11. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 1 hereto ("Schedule 1"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Purchaser or Seller to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Parties acknowledge that these security procedures are commercially reasonable.

12. **Compliance with Court Orders.** In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

13. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by the Escrow Agent and the Parties. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by the Escrow Agent or any Party, except as provided in Section 6, without the prior consent of the Escrow Agent and the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of California. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents

to the jurisdiction of the courts located in the State of California. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Escrow Agreement may be transmitted by facsimile or electronic transmission, and such facsimile or electronic transmission will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Escrow Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A person who is not a party to this Escrow Agreement shall have no right to enforce any term of this Escrow Agreement. The parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Escrow Agreement shall be enforced as written. Except as expressly provided in Section 8 above, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Escrow Agreement or any funds escrowed hereunder.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

Tax Certification: Taxpayer Identification Number (TIN):	Social Security Number	Date: _____			
	<table border="1" style="margin: auto;"><tr><td style="width: 33%; height: 30px;"></td><td style="width: 33%; height: 30px;"></td><td style="width: 33%; height: 30px;"></td></tr></table>				
	or				
	Employee Identification Number				
	<table border="1" style="margin: auto;"><tr><td style="width: 20%; height: 30px;"></td><td style="width: 80%; height: 30px;"></td></tr></table>				
<u>Name & Address:</u>					
Customer is a (check one):					
Corporation _____ Partnership _____ Individual/sole proprietor _____ Trust _____					
Limited liability company _____ Enter the tax classification (D=disregarded entity, C=Corporation, P=Partnership _____					
Other _____					
Taxpayer is (check if applicable):					
____ Exempt from backup withholding					
Under the penalties of perjury, the undersigned certifies that:					
(1) <u>the number shown above is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it);</u>					
(2) <u>it is not subject to backup withholding because: (a) it is exempt from backup withholding or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; and</u>					
(3) <u>It is a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).</u>					
(If the entity is subject to backup withholding, cross out the words after the (2) above.)					
Investors who do not supply a tax identification number will be subject to backup withholding in accordance with IRS regulations.					
Note: The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.					

PURCHASER

By: _____

Name: _____

Title: _____

Tax Certification: Taxpayer Identification Number (TIN): Social Security Number Date: _____

--	--	--

or

Employee Identification Number

Name & Address: Asyst Technologies, Inc., Debtor and

--	--

46897 Bayside Parkway, Fremont, CA 94538

Customer is a (check one):

Corporation x Partnership Individual/sole proprietor Trust

Limited liability company Enter the tax classification (D=disregarded entity, C=Corporation, P=Partnership

Other

Taxpayer is (check if applicable):

 Exempt from backup withholding

Under the penalties of perjury, the undersigned certifies that:

(4) the number shown above is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it);

(5) it is not subject to backup withholding because: (a) it is exempt from backup withholding or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; and

(6) It is a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

(If the entity is subject to backup withholding, cross out the words after the (2) above.)

Investors who do not supply a tax identification number will be subject to backup withholding in accordance with IRS regulations.

Note: The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SELLER

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

as Escrow Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1

**Telephone Number(s) and authorized signature(s) for
Person(s) Designated to give Funds Transfer Instructions**

If to Purchaser:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

If to Seller:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Purchaser:

	<u>Name</u>	<u>Telephone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

If to Seller:

	<u>Name</u>	<u>Telephone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

Telephone call backs shall be made to both Parties if joint instructions are required pursuant to the agreement. All funds transfer instructions must include the signature of the person(s) authorizing said funds transfer and must not be the same person confirming said transfer.

SCHEDULE 2

Escrow Agent's Compensation:

Notice Recipients

District/Off: 0971-4

User: jwakerlin

Date Created: 6/9/2009

Case: 09-43246

Form ID: pdfecoc

Total: 30

Recipients submitted to the BNC (Bankruptcy Noticing Center):

10037557	**2929 Partners, Ltd. 75202	c/o Cowles Thompson	Attn: Bill Siegel	901 Main St. #3900	Dallas, TX
10037558	**Andrew Allison 92101	c/o Coughlin Stoia et al	655 West Broadway, Suite 1900	San Diego, CA	
10037559	**Arent Fox LLP Floor Los Angeles, CA 90013-	Attn: Mette H. Kurth, Esq.	Attn: Michael S. Cryan, Esq.	555 West Fifth St., 48th	
10037560	**Arent Fox LLP York, NY 10019	Andrew I. Silfen, Esq.	Schuyler G. Carroll, Esq.	1675 Broadway	New
10037561	**Arent Fox LLP 20036	Jeffrey N. Rothleder	1050 Connecticut Avenue, NW	Washington, DC	
10037562	**Asyst Technologies, Inc. 94538	Attn: Paula C. LuPriore	46897 Bayside Parkway	Fremont, CA	
10037563	**Baker & McKenzie LLP	12544 High Bluff Dr, 3rd Fl.	San Diego, CA 92130		
10037564	**Citibank, N.A.	Attn: Dina Garthwaite	388 Greenwich St., 7th Floor	New York, NY 10013	
10037565	**Citibank, N.A.	Attn: Ralph Palma	388 Greenwich St., 7th Floor	New York, NY 10013	
10037566	**Crossing Automation, Inc. Street San Francisco, California 94105	c/o Orrick et al	Attn: Frederick D. Holden, Jr.	405 Howard	
10037567	**Daifuku Co., Ltd. 94105	c/o Steven E. Sherman, Esq.	525 Market Street, Suite 1580	San Francisco, CA	
10037568	**Flextronics Mfg Sg Pte Ltd Suite 300 Palo Alto, CA 94306	c/o Bialson et al	Attn: Patrick M. Costello, Esq.	2600 El Camino Real,	
10037569	**Hewlett-Packard Company 314 Boise, ID 83714-0021	Attn: Ms. Ramona Neal	11311 Chinden Boulevard	Mailstop	
10037570	**Hewlett-Packard Company 92806	Attn: Mr. Ken Higman	2125 E. Katella Ave. #400	Anaheim, CA	
10037571	**Hewlett-Packard Company 060400 Houston, TX 77070	Attn: Ms. Esme Vargas	11445 Compaq Center Dr.	MS:	
10037572	**Hrxccl, LLC	c/o Owens et al	700 North Pearl Street, Suite 1600	Dallas, Texas 75201	
10037573	**KeyBank National Association 4100 Chicago, IL 60602-4231	c/o Kaye Scholer LLP	70 West Madison Street, Suite		
10037574	**KeyBank National Association Angeles, CA 90067	c/o Kaye Scholer LLP	1999 Avenue of the Stars, Suite 1700	Los	
10037575	**KeyBank National Association Square Cleveland, OH 44114	Attn: Michael Panichi & Brian Gloede	127 Public		
10037576	**Legacy Partners Commercial Inc. Montgomery St. #1004 San Francisco, California 94104	c/o St. James Law, P.C.	Attn: Michael St. James, Esq.	155	
10037577	**Linebarger et al	2700 Via Fortuna Dr. #400	P.O. Box 1728	Austin, TX 78760-7428	
10037578	**Office of the U.S. Trustee 690N Oakland, CA 94604	Barbara A. Matthews	Lynette C. Kelly	1301 Clay Street, Suite	
10037579	**Perkins Coie LLP 98101-3099	Attn: Alan D. Smith	1201 Third Avenue, 48th Floor	Seattle, WA	
10037580	**RBS Citizens Bank	Attn: Green Dim	1701 JFK Blvd., 22nd Floor	Philadelphia, PA 19103	
10037581	**Securities & Exchange Commission 11 Los Angeles, CA 90036	Attn: Bankruptcy Counsel	5670 Wilshire Boulevard, Floor		
10037582	**Silicon Valley Bank	Attn: Marla Johnson	38 Technology Drive Ste 150	Irvine, CA 92618	
10037583	**Silicon Valley Bank	Attn: Tom Smith	2400 Hanover Street	Palo Alto, CA 94304	
10037584	**Silicon Valley Bank	Attn: Nick Tsiagkas	2400 Hanover Street	Palo Alto, CA 94304	
10037585	**Silicon Valley Bank	Attn: Laura Giese	3005 Tasman Drive	Santa Clara, CA 95054	
10037586	**Unisys Corporation	Janet Fitzpatrick	P.O. Box 500, M/S E8-108	Blue Bell, PA 19424	

TOTAL: 30