

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

ORIGINAL

)		
In re:)	Chapter 11	
)		
TERRAVIA HOLDINGS, INC., <i>et al.</i> ,)	Case No. 17-11655 (CSS)	
)		
Debtors. ¹)	Jointly Administered	
)		
)	Re: Docket No. 12	

ORDER (I) APPROVING BIDDING PROCEDURES FOR SALE OF DEBTORS' ASSETS, (II) APPROVING STALKING HORSE BID PROTECTIONS, (III) SCHEDULING AUCTION FOR, AND HEARING TO APPROVE, SALE OF DEBTORS' ASSETS, (IV) APPROVING FORM AND MANNER OF NOTICES OF SALE, AUCTION AND SALE HEARING, (V) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")² of TerraVia Holdings, Inc. (formerly known as Solazyme, Inc.) and certain of its subsidiaries that are debtors and debtors in possession in the Chapter 11 Cases (collectively, the "**Debtors**") for entry of an order, pursuant to sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code , Bankruptcy Rules 2002, 6004 and 6006 and 9014 and Local Rules 2002-1, 6004-1 and 9006-1, (i) authorizing and approving the Bidding Procedures, substantially in the form attached hereto as Exhibit 1, in connection with the sale of the Assets, (ii) approving the Stalking Horse Protections for the Stalking Horse Bidder in accordance with the terms and conditions set forth in the Stalking Horse Agreement and the Bidding Procedures, (iii) scheduling the Auction and the Sale Hearing to consider approval of

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: TerraVia Holdings, Inc. (7078), Solazyme Brazil LLC (2839) and Solazyme Manufacturing 1, LLC (4172). The debtors' mailing address is 225 Gateway Boulevard, South San Francisco, CA 94080.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



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the proposed Sale Transaction, (iv) authorizing and approving the Noticing Procedures and (v) approving the Assumption and Assignment Procedures, in each case, as more fully described in the Motion; and the Court having reviewed and considered the Motion and the Barnes Declaration; and the Court having held a hearing on the Motion (the “**Bidding Procedures Hearing**”); and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the 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 that any of the following findings of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Venue of the Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The Debtors’ proposed notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing and the proposed entry of the Bidding Procedures Order is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Chapter 11 Cases, and no other or further notice is required. A reasonable opportunity to object or be heard

regarding the relief requested in the Motion (including, without limitation, with respect to the Bidding Procedures and Stalking Horse Protections) has been afforded to all interested persons and entities, including, but not limited to, the Notice Parties.

D. The Bidding Procedures in the form attached hereto as Exhibit 1 are fair, reasonable and appropriate, are designed to maximize creditor recoveries from a sale of the Assets and permit the Debtors to comply with their obligations under the DIP Credit Agreement and DIP Order (as each is defined in the DIP Motion).

E. The Bidding Procedures and the Stalking Horse Agreement were each negotiated in good faith and at arm's length among the Debtors and the Stalking Horse Bidder. The Stalking Horse Agreement represents the highest or otherwise best offer that the Debtors have received to date to purchase the Stalking Horse Assets. The process for selection of the Stalking Horse Bidder was fair and appropriate under the circumstances and in the best interests of the Debtors' estates.

F. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Order and, thereby: (i) approve of the Bidding Procedures as contemplated by the Stalking Horse Agreement, (ii) authorize the Stalking Horse Protections, under the terms and conditions set forth in the Stalking Horse Agreement and the Bidding Procedures, (iii) set the dates of the Bid Deadline, Auction (if needed), Sale Hearing and other deadlines set forth in the Bidding Procedures, (iv) approve the Noticing Procedures and the forms of notice and (v) approve the Assumption and Assignment Procedures and the forms of relevant notice. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

G. The Stalking Horse Protections, as approved by this Order, are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders.

H. If triggered in accordance with the terms of the Stalking Horse Agreement, the payment of the Stalking Horse Protections, under this Order and upon the conditions set forth in the Stalking Horse Agreement and the Bidding Procedures, is (i) an actual and necessary cost of preserving the Debtors' estates, within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, bidding for the Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the Assets, (iii) of substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (iv) reasonable and appropriate, (v) a material inducement for, and conditions necessary to, ensure that the Stalking Horse Bidder will continue to pursue its proposed agreement to purchase the Stalking Horse Assets and (vi) reasonable in relation to the Stalking Horse Bidder's efforts and to the magnitude of the Sale Transaction and the Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction. Without the Stalking Horse Protections, the Stalking Horse Bidder is unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under the Stalking Horse Agreement (including the obligation to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

I. The Stalking Horse Bidder is a third party purchaser and is unrelated to any of the Debtors. Neither the Stalking Horse Bidder, nor any of its Affiliates, subsidiaries, officers, directors, members, partners or principals, or any of their respective representatives, successors

or assigns is an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

J. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties in interest herein.

K. The form and manner of notice to be delivered pursuant to the Noticing Procedures and the Assumption and Assignment Procedures (including the Sale Notice attached hereto as Exhibit 2 and the Potential Assumption and Assignment Notice attached hereto as Exhibit 3) are reasonably calculated to provide each Counterparty to the Proposed Assumed Contracts with proper notice of the potential assumption and assignment of such Proposed Assumed Contracts by the Successful Bidder(s) (including the Stalking Horse Bidder) or any of their known proposed assignees (if different from the Successful Bidder) and the requirement that each such Counterparty assert any objection to the proposed Cure Costs or otherwise be barred from asserting claims arising from events occurring prior to the Assumption and Assignment Effective Date (as defined in the Stalking Horse Agreement) following assumption and assignment of such Proposed Assumed Contracts.

ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.
2. Any objections to the Motion or the relief requested therein that have not been adjourned, withdrawn or resolved are overruled in all respects on the merits.
3. The Bidding Procedures, in substantially the form attached hereto as Exhibit 1, are approved and fully incorporated into this Order and the Debtors are authorized, but not directed, to act in accordance therewith. The failure to specifically include a reference to any

particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of such provision.

4. The Stalking Horse Bidder is deemed a Qualified Bidder for all purposes, and the Stalking Horse Bid as set forth in the Stalking Horse Agreement is deemed a Qualified Bid. In the event that no other Qualified Bids are submitted, the Debtors shall deem the Stalking Horse Bidder to be the Successful Bidder.

5. Subject to final Court approval at the Sale Hearing, the Debtors are authorized to enter into the Stalking Horse Agreement with the Stalking Horse Bidder

6. Bid Deadline. As further described in the Bidding Procedures, the Bid Deadline shall be at **6:00 p.m. (prevailing Eastern Time) on September 7, 2017**.

7. Auction. In the event the Debtors receive, on or before the Bid Deadline, one or more Qualified Bids in addition to the Stalking Horse Bid, an Auction shall be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 at **10:00 a.m. (prevailing Eastern Time) on September 11, 2017**, or such later time on such day or such other place as the Debtors shall notify all Qualified Bidders (including the Stalking Horse Bidder). The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures.

8. If no Qualified Bids with respect to the Assets other than the Stalking Horse Bid are received on or before the Bid Deadline, the Debtors shall not conduct the Auction with respect to the Assets, and instead shall seek approval of the sale of the Stalking Horse Assets pursuant to the Stalking Horse Agreement at the Sale Hearing.

9. The form of Sale Notice attached hereto as Exhibit 2 is hereby approved.

10. Within two business days after entry of this Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice by first-class or overnight mail upon the following: (a) the Office of the United States Trustee for the District of Delaware, (b) attorneys for the official committee of unsecured creditors, if any; (c) counsel to the Consortium; (d) all known creditors of the Debtors; (e) counsel to the Stalking Horse Bidder; (f) Counterparties to the Assumed Contracts, Assumed Real Property Leases, Excluded Contracts, Excluded Real Property Leases and Designated Agreements; (g) the Internal Revenue Service; (h) all applicable state and local taxing authorities; (i) the U.S. Food and Drug Administration; (j) the Federal Trade Commission; (k) the Securities & Exchange Commission; (l) the U.S. Environmental Protection Agency; (m) the U.S. Patent and Trademark Office; (n) the United States Attorney's Office for the District of Delaware; (o) the United States Attorney General/Antitrust Division of the Department of Justice; (p) the offices of the attorneys general for the states in which the Debtors operate; (q) all potential buyers previously identified or solicited by the Debtors or their advisors and any additional parties who have previously expressed an interest to the Debtors or their advisors in potentially acquiring the Debtors' assets; (r) counsel to and any creditors, plaintiffs or other parties in any pending litigation or known threatened litigation; (s) other potentially interested parties identified by the Debtors or their advisors; (t) all such other entities as may be required by applicable Bankruptcy Rules or applicable Local Rules or as may be reasonably requested by the Stalking Horse Bidder; and (u) all other known parties with any interest in the Stalking Horse Assets (collectively, the "**Sale Notice Parties**"). On or about the same date, the Debtors will publish a modified version of the Sale Notice once in the *The Wall Street Journal* national edition.

11. Service of the Sale Notice on the Sale Notice Parties in the manner described in the Order constitutes good and sufficient notice of the Auction and the Sale Hearing. No other or further notice is required.

12. Promptly after the conclusion of the Auction and the selection of the Successful Bid(s) and Alternate Bid(s), the Debtors shall file and post on the Case Information Website a notice identifying such Successful Bid(s) and Alternate Bid(s) with the Court.

13. Sale Objections. Objections to the relief sought in the Sale Order must be (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than (i) if the Auction is cancelled, **4:00 p.m. (prevailing Eastern Time) on September 8, 2017** and (ii) if the Auction is held, **4:00 p.m. (prevailing Eastern Time) on September 14, 2017** and (d) be served on (i) proposed counsel for the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017, Attn: Damian S. Schaible, Steven Z. Szanzer and Adam L. Shpeen and (z) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins and Amanda Steele, (ii) counsel to the Stalking Horse Bidder, (y) Baker & McKenzie LLP, 452 Fifth Avenue, New York, New York 10018, Attn: Debra A. Dandeneau and Frank Grese and (z) Whiteford, Taylor & Preston LLC, The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: L. Katherine Good, (iii) counsel to the Consortium, Brown Rudnick LLP, (y) 7 Times Square, New York, New York 10036, Attn: Robert J. Stark and (z) One Financial Center, Boston, Massachusetts 02111, Attn: Brian T. Rice, (iv) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

14. Sale Hearing. The Sale Hearing shall be held in the United States Bankruptcy Court for the District of Delaware, Courtroom #6, 824 North Market Street, 5th Floor,

Wilmington, Delaware 19801, on, if no Auction is held, September 11, 2017 at 12:00 p.m. (prevailing Eastern Time), or, if an Auction is held, September 15, 2017 at 10:00 a.m. (prevailing Eastern Time) or such other date and time that the Court may later direct; provided, however, that the Sale Hearing may be adjourned (with the reasonable consent of the Stalking Horse Bidder if the Stalking Horse Bidder is the Successful Bidder), from time to time, without further notice to creditors or parties in interest other than by announcement of the adjournment in open Court or on the Court's docket.

15. As soon as practicable after the conclusion of the Auction, but no later than before the Sale Hearing, the Debtors shall file a final form of order approving the Sale as agreed upon between the Debtors and the Successful Bidder (as defined in the Bidding Procedures).

16. Stalking Horse Protections. Pursuant to sections 105, 363, 364, 503 and 507 of the Bankruptcy Code, the Debtors are hereby authorized and directed to pay the Break-Up Fee and Expense Reimbursement Amount to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement without further order of this Court. The dollar amount of the Break-Up Fee and Expense Reimbursement Amount (each as defined in the Stalking Horse Agreement) are hereby approved. The Break-Up Fee and Expense Reimbursement Amount shall be allowed as administrative expense claims in the Chapter 11 Cases under section 364(c)(1) of the Bankruptcy Code with priority over all expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code. The Stalking Horse Bidder shall be entitled to receive the Stalking Horse Protections in accordance with the terms and conditions of the Stalking Horse Agreement and the Bidding Procedures. The Debtors' obligation to pay the Stalking Horse Protections shall be the joint and several obligations of the Debtors and shall survive termination

of the Stalking Horse Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

17. Assumption and Assignment Procedures. The assumption and assignment procedures set forth in the Motion (the “**Assumption and Assignment Procedures**”) are hereby approved.

18. Within one business day following entry of the Bidding Procedures Order, the Debtors shall file with the Court, and cause to be published on the Case Information Website, the Potential Assumption and Assignment Notice and Assumed Contracts Schedule that specifies (a) each of the Contracts and Leases that may be assumed and assigned in connection with the Stalking Horse Bid, including the name of each Counterparty and (b) the proposed Cure Cost with respect to each Proposed Assumed Contract.

19. The Debtors shall, within two business days after entry of this Order, or as soon as reasonably practicable thereafter (but in any event, so as to provide sufficient notice such that any required responses from any lease or contract counterparties is due prior to the scheduled date of the Auction as specified in the Bidding Procedures), serve on each relevant Counterparty the Potential Assumption and Assignment Notice, which shall (a) include instructions regarding how to view the Assumed Contracts Schedule on the Case Information Website, which Assumed Contracts Schedule shall list the Debtors’ good faith calculation of the Cure Costs for all Proposed Assumed Contracts, (b) expressly state that assumption or assignment of an Assumed Contract or Assumed Real Property Lease is not guaranteed and is subject to Court approval, (c) prominently display the deadline to file an Assumption and Assignment Objection (as hereinafter defined) and (d) prominently display the date, time and location of the Sale Hearing. The Debtors shall serve on all parties requesting notice pursuant to Bankruptcy Rule 2002, via

first class mail, a the Potential Assumption and Assignment Notice. If a party that receives a Potential Assumption and Assignment Notice requests a hard copy of the Assumed Contracts Schedule, Kurtzman Carson Consultants LLC, the Debtors' notice and claims agent, shall send such hard copy to such party by overnight mail.

20. Objection Deadlines. Any Counterparty may object to the proposed assumption or assignment of its Assumed Contract or Assumed Real Property Lease, the Debtors' proposed Cure Costs, if any, or the ability of the Stalking Horse Bidder to provide adequate assurance of future performance (an "**Assumption and Assignment Objection**"). All Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease, (d) be filed by no later than **September 8, 2017, at 4:00 p.m. (prevailing Eastern Time)** (the "**Assumption and Assignment Objection Deadline**") and (e) be served on (1) proposed counsel for the Debtors, (x) Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017, Attn: Damian S. Schaible, Steven Z. Szanzer and Adam L. Shpeen and (y) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins and Amanda Steele, (2) counsel to the Stalking Horse Bidder, (x) Baker & McKenzie LLP, 452 Fifth Avenue, New York, New York 10018, Attn: Debra A. Dandeneau and Frank Grese and (y) Whiteford, Taylor & Preston LLC, The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: L. Katherine Good, (3) counsel to the Consortium, Brown Rudnick LLP, (x) 7 Times Square, New York, New York 10036, Attn: Robert J. Stark and (y) One Financial Center, Boston, Massachusetts 02111, Attn: Brian T. Rice, and (4) the U.S. Trustee, 844 King

Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801 (collectively, the “**Assumption and Assignment Objection Notice Parties**”).

21. Resolution of Assumption and Assignment Objections. If a Counterparty files a timely Assumption and Assignment Objection, the Court will hear and determine such objection on an expedited basis. If such objection has not been resolved prior to the closing of the Sale Transaction (whether by an order of the Court or by agreement with the Counterparty), the Stalking Horse Bidder may elect, in its sole and absolute discretion, one of the following options: (i) treat such Counterparty’s contract or lease as an Excluded Contract or Excluded Real Property Lease, as applicable, (ii) if such Assumed Contract or Assumed Real Property Lease is a Required Contract or Lease (as defined in the Stalking Horse Agreement), defer the closing of the Sale Transaction until the resolution of such objection (by order of the Bankruptcy Court or by agreement of the Stalking Horse Bidder and the Counterparty) or (iii) temporarily treat the Assumed Contract or Assumed Real Property Lease as an Excluded Contract or Excluded Real Property Lease, as applicable (a “**Designated Agreement**”), proceed to the closing of the Sale Transaction with respect to all other Stalking Horse Assets and determine whether to treat the Designated Agreement as an Assumed Contract or Assumed Real Property Lease, as applicable, or an Excluded Contract or Excluded Real Property Lease, as applicable, within five (5) Business Days after resolution of such objection (whether by the Court’s order or by agreement of the Stalking Horse Bidder and the Counterparty).

22. Failure To File Timely Assumption and Assignment Objection. If a Counterparty fails to file with the Court and serve on the Assumption and Assignment Objection Notice Parties a timely Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Assumed

Contract or Assumed Real Property Lease, and notwithstanding anything to the contrary in the Assumed Contract or Assumed Real Property Lease, or any other document, the Cure Costs set forth in the Potential Assumption and Assignment Notice or the Supplemental Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assumed Contract or Assumed Real Property Lease under section 365(b) of the Bankruptcy Code arising out of or related to any events occurring prior to the closing of the Sale Transaction or other applicable Assumption and Assignment Effective Date, whether known or unknown, due or to become due, accrued, absolute, contingent or otherwise, and the Counterparty shall be forever barred from asserting any additional cure or other amounts with respect to such Assumed Contract or Assumed Real Property Lease against the Debtors, the Successful Bidder or the property of any of them.

23. The Stalking Horse Bidder may modify the Assumed Contracts Schedule in accordance with the Stalking Horse Agreement and the Assumption and Assignment Procedures described in the Motion. Following the conclusion of the Auction, if any, and the selection of the Successful Bidder(s), the Debtors reserve the right, but only in accordance with the Stalking Horse Agreement, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the closing of the Sale Transaction, to (a) remove a Proposed Assumed Contract from the Assumed Contracts Schedule or (b) modify the previously-stated Cure Costs associated with any Proposed Assumed Contract.

24. In the event that any contract or lease is added to the Assumed Contracts Schedule or previously-stated Cure Costs are modified, in accordance with the Stalking Horse Agreement or the Assumption and Assignment Procedures, the Debtors will promptly serve a supplemental assumption and assignment notice, by first class mail, on the applicable Counterparty (each, a

“Supplemental Assumption and Assignment Notice”). Each Supplemental Assumption and Assignment Notice will include the same information with respect to the applicable Assumed Contract or Assumed Real Property Lease as is required to be included in the Potential Assumption and Assignment Notice.

25. Any Counterparty listed on a Supplemental Assumption and Assignment Notice may object to the proposed assumption or assignment of its Assumed Contract or Assumed Real Property Lease, the Debtors’ proposed Cure Costs, if any, or the ability of the Stalking Horse Bidder or Successful Bidder to provide adequate assurance of future performance (a **“Supplemental Assumption and Assignment Objection”**). All Supplemental Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Real Property Lease, (d) be filed by no later than **14 days from the date of service of such Supplemental Assumption and Assignment Notice** and (e) be served on the Assumption and Assignment Objection Notice Parties. Each Supplemental Assumption and Assignment Objection, if any, shall be resolved in the same manner as an Assumption and Assignment Objection.

26. If following the Auction, the Stalking Horse Bidder is not selected by the Debtors as the Successful Bidder(s), then the Debtors shall serve the Notice of Auction Results on each Counterparty that received a Potential Assumption and Assignment Notice at the same time as such Notice of Auction Results is filed with the Court and published on the Case Management Website. Objections of any Counterparty related solely to the identity of and adequate assurance of future performance provided by the Successful Bidder must (a) be in writing, (b) comply with

the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, (d) be filed by no later than **September 14, 2017, at 4:00 p.m. (prevailing Eastern Time)** and (e) be served on the Assumption and Assignment Objection Notice Parties.

27. For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in this Bidding Procedures Order, the Bidding Procedures or the Motion shall, or shall be construed to, in any way amend, impair, prejudice, alter or otherwise modify the terms of the Stalking Horse Agreement or the Stalking Horse Bidder's rights thereunder, and the Stalking Horse Agreement shall remain in full force and effect unless terminated in accordance with its terms. The Stalking Horse Bidder shall have standing to appear and be heard on all issues related to the Auction, the sale of the Assets and related matters, including the right to object to the sale of the Assets or any portion thereof (including the conduct of the Auction and interpretation of the Bidding Procedures).

28. Notwithstanding anything to the contrary herein or in the Stalking Horse Agreement, the Bidding Procedures, the DIP Credit Agreement or the DIP Order, in the event that the Debtors, at any time, (a) cancel or abandon the sale process relating to the Bidding Procedures for all or any portion of the Stalking Horse Assets or (b) commence a new or separate sale process for any such assets or otherwise attempt to sell such assets outside of the context of the Bidding Procedures, the Stalking Horse Agreement shall be deemed immediately terminated and, within five business days of any such event, the Debtors shall indefeasibly pay the Stalking Horse Protections in the amount of \$800,000 to the Stalking Horse Bidder and return (or cause the Escrow Agent (as defined in the Stalking Horse Agreement) to return) the Good Faith Deposit in the amount of \$2,000,000 plus interest credited thereon to the Stalking Horse Bidder.

29. Notwithstanding anything to the contrary in this Order or the Bidding Procedures, nothing herein or in the Bidding Procedures shall prejudice any rights of Algenist Holdings Inc. (“Algenist”), TCP Algenist LLC (“Tengram”) or the Debtors set forth in that certain Shareholders Agreement (the “Shareholders Agreement”), dated as of August 12, 2016, by and among Algenist Holdings, Inc., TCP Algenist LLC and TerraVia Holdings, Inc. All parties to the Shareholders Agreement shall have the right to assert any rights, claims or defenses arising from or relating to the Shareholders Agreement in connection with the Chapter 11 Cases or any sale of the Algenist Equity (as defined in the Bidding Procedures). Notwithstanding anything to the contrary in the Bidding Procedures, solely in the event that either Algenist or Tengram elects to purchase the Algenist Equity by exercising any valid right it has under the Shareholders Agreement, it shall be deemed to be a Qualified Bidder under the Bidding Procedures solely with respect to the Algenist Equity. Nothing in this Order shall be construed as or deemed to constitute an assumption or rejection of the Shareholders Agreement under section 365 of the Bankruptcy Code, and all of the Debtors’ right with respect to such matters are expressly reserved.

30. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

31. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

32. Any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014) or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

33. For the reasons set forth in the Motion, Bankruptcy Rule 6003 is satisfied.

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

35. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of the Court, to allow the Stalking Horse Bidder to deliver any notice provided for in the Stalking Horse Agreement, including, without limitation, a notice terminating the Stalking Horse Agreement, and allow the Stalking Horse Bidder to take any and all actions permitted under the Stalking Horse Agreement in accordance with the terms and conditions thereof.

36. The Court shall retain jurisdiction over any matters related to or arising from the implementation or interpretation of this Order. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

Dated: August 22, 2017
Wilmington, Delaware


THE HONORABLE CHRISTOPHER S SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Proposed Bidding Procedures

BIDDING PROCEDURES

TerraVia Holdings, Inc. (formerly known as Solazyme, Inc.) (“**TerraVia**”) and Solazyme Manufacturing 1, LLC (“**Solazyme Manufacturing**”) and, together with TerraVia, the “**Debtors**”) are debtors in the jointly administered chapter 11 cases (collectively, the “**Chapter 11 Cases**”) currently pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) and have entered into that certain stalking horse Stock and Asset Purchase Agreement, dated August 1, 2017 (as amended, modified or supplemented, the “**Stalking Horse APA**”)¹ with Corbion N.V. (the “**Stalking Horse Bidder**”).

Pursuant to the Stalking Horse APA, and subject to the terms and conditions thereof, the Stalking Horse Bidder has agreed to acquire the Purchased Assets from the Debtors and assume certain of the Debtors’ liabilities. In order for the Debtors to attain the highest or otherwise best offer for their assets, and to maximize value of the their estates, on _____, 2017, the Bankruptcy Court entered the *Order (i) Approving Bidding Procedures for Sale of Debtors’ Assets, (ii) Approving Stalking Horse Bid Protections, (iii) Scheduling Auction for, and Hearing To Approve Sale of Debtors’ Assets, (iv) Approving Form and Manner of Notices of Sale, Auction and Sale Hearing, (v) Approving Assumption and Assignment Procedures and (vi) Granting Related Relief*, [D.I. ____] (the “**Bidding Procedures Order**”) pursuant to which the Bankruptcy Court, among other things, approved these bidding procedures (these “**Bidding Procedures**”) to be employed to solicit bids for the purchase of all or substantially all of the Debtors’ assets (or any portion thereof pursuant to a Partial Bid (as defined herein)), including (i) all of the Purchased Assets and (ii) any portion of the Debtors’ assets that are not Purchased Assets ((i) and (ii) together, the “**Bid Assets**”). A bid may be structured as either (1) an offer to purchase the Purchased Assets (a “**Full Bid**”) or (2) an offer to purchase one or more of any of the following assets (each, a “**Partial Bid**”): (a) TerraVia’s 19.9% equity interest in Algenist Holdings, Inc. (the “**Algenist Equity**”); (b) TerraVia’s 50.1% equity interest in Solazyme Bunge Renewable Oils Coöperatief U.A. (the “**JV Equity**”); (c) the manufacturing facility owned by Solazyme Manufacturing and located at 910 NE Adams St, Peoria, IL 61603 (the “**Peoria Facility**”); (d) any or all of the Debtors’ intellectual property rights or interests (the “**IP Assets**”); or (e) the Purchased Assets other than the Algenist Equity, the JV Equity, the Peoria Facility and IP Assets (the “**Remaining Assets**”).

Any interested bidder should contact, as soon as practicable:

ROTHSCHILD INC.²
1251 Avenue of the Americas, 33rd Floor
New York, NY 10020
Attn.: Nicholas Barnes, Tero Jänne

¹ A copy of the Stalking Horse APA is available free of charge on the Debtors’ case management website, located at <http://www.kccllc.net/TerraVia>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Stalking Horse APA.

² Rothschild Inc., in its capacity as financial advisor the Debtors, is referred to herein as “**Rothschild**.”

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These Bidding Procedures describe, among other things, (i) the Bid Assets offered for sale, (ii) the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, (iii) the conduct of the Auction (as defined below), if necessary, (iv) the selection of the Successful Bidder(s) (as defined below) and (v) the approval of the sale of the Bid Assets to the Successful Bidder(s) by the Bankruptcy Court.

1. **Participation Requirements**

(a) **Interested Parties**

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the bidding process described herein (the “**Bidding Process**”), each interested person or entity (each an “**Interested Party**”) must deliver the following items (unless previously delivered) to Rothschild so as to be received no later than 6:00 p.m. (prevailing Eastern Time) on August 24, 2017:

- i. an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors;
- ii. a statement and other factual support demonstrating, to the Debtors’ satisfaction, that the Interested Party has a *bona fide* interest in purchasing any or all of the Bid Assets;
- iii. a description of the nature and extent of any due diligence the Interested Party wishes to conduct and the date in advance of the Bid Deadline (as defined below) by which such due diligence will be completed; and
- iv. sufficient information, as defined by the Debtors in their discretion, following reasonable consultation with the Required DIP Lenders³ (such discretion together with such consultation, the “**Permitted Discretion**”), to allow the Debtors to determine that the Interested Party has the financial wherewithal and any required internal corporate, legal or other authorizations to close the sale transaction, including, but not limited to, current audited financial statements of the Interested Party (or such other form of financial disclosure acceptable to the Debtors in their Permitted Discretion) or, if the Interested Party is an entity formed for the purpose of acquiring any

³ As defined in the *Interim Order Pursuant to 11 U.S.C. §§ 105, 362, 364(c), 364(d)(1), 364(e), 503 and 507 (i) Authorizing the Debtors To Obtain Senior Secured Super-Priority Post-Petition Financing, (ii) Granting Liens and Providing Superpriority Administrative Expense Status, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing and (v) Granting Related Relief* [D.I. 62] and any related final order (the “**DIP Order**”).

or all of the Bid Assets, (A) current audited financial statements of the equity holder(s) (the “**Sponsor(s)**”) of the Interested Party (or such other form of financial disclosure acceptable to the Debtors in their discretion), (B) a written commitment acceptable to the Debtors and their advisors that the Sponsor(s) are responsible for the Interested Party’s obligations in connection with the Bidding Process and (C) copies of any documents evidencing any financing commitments necessary to consummate the transaction.

If the Debtors determine (in their Permitted Discretion) after receipt of the items identified above that an Interested Party has a *bona fide* interest in purchasing any or all of the Bid Assets, such Interested Party will be deemed a “**Potential Bidder**” and the Debtors will deliver to such Potential Bidder (a) an electronic copy of the Stalking Horse APA and (b) access to the Debtors’ confidential electronic data room concerning the Bid Assets (the “**Data Room**”).

(b) Due Diligence

Until the Bid Deadline, in addition to granting access to the Data Room, the Debtors will provide Potential Bidders with due diligence access and additional information, as may be requested by a Potential Bidder, to the extent that the Debtors determine, in their Permitted Discretion, that such requests are reasonable and appropriate under the circumstances. All due diligence requests shall be directed to Rothschild. The Debtors, with the assistance of Rothschild, will coordinate all reasonable requests for additional information and due diligence access from Potential Bidders.

Unless otherwise determined by the Debtors in their Permitted Discretion, the availability of due diligence to a Potential Bidder will cease if (i) the Potential Bidder does not become a Qualified Bidder or (ii) the Bidding Process is terminated in accordance with its terms.

2. Qualified Bids

Each offer, solicitation or proposal by a Potential Bidder must satisfy each of the following conditions to be deemed a “**Qualified Bid**,” and for the Potential Bidder to be deemed a “**Qualified Bidder**,” unless any such conditions that are not satisfied are waived by the Debtors (with the consent of the Stalking Horse Bidder and Required DIP Lenders with respect to the waiver of any material conditions, which consents shall not be unreasonably withheld, conditioned or delayed):

(a) Bid Deadline

A Potential Bidder who desires to be deemed a Qualified Bidder must deliver to Rothschild, with copies to Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 (Attn: Damian S. Schaible, Steven Z. Szanzer and Adam L. Shpeen), the Required Bid Documents (as defined below) so as to be received no later than 4:00 p.m.

(prevailing Eastern Time) on September 7, 2017 (the “**Bid Deadline**”). The Debtors, in their Permitted Discretion and without the need for further Bankruptcy Court approval, may extend the Bid Deadline by a reasonable period of time if the Debtors believe (in their Permitted Discretion) that such extension would further the goal of attaining the highest or otherwise best offer for the Debtors’ assets. If the Debtors so extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders of such extension.

(b) Bid Requirements

All bids must include the following items (collectively, the “**Required Bid Documents**”):

- a letter stating that the bidder’s offer is irrevocable until consummation of a transaction involving the Bid Asset(s) identified in such offer and that such bidder agrees to serve as an Alternate Bidder (as defined herein) in accordance with these Bidding Procedures;
- a duly authorized and executed purchase agreement, which purchase agreement must be based on the form of the Stalking Horse APA (unless such bid is a Partial Bid), including, among other things, the purchase price for the Bid Assets, together with all exhibits and schedules, in each case marked to show those amendments and modifications to the Stalking Horse APA and the proposed Sale Order;
- written evidence acceptable to the Debtors (in their sole discretion) demonstrating financial wherewithal, operational ability and corporate authorization to consummate the proposed transaction; and
- written evidence of a firm commitment for financing to consummate the proposed transaction, or other evidence of ability to consummate the proposed transaction without financing, that is satisfactory to the Debtors (in their sole discretion).

A bid will be considered only if the bid:

- identifies the legal name of the purchaser (including any Sponsor(s), if the purchaser is an entity formed for the purpose of consummating the proposed transaction);
- if a Full Bid, such bid is not materially more burdensome, less favorable or more conditional than the terms of the Stalking Horse APA, as determined by the Debtors in their Permitted Discretion;
- if a Full Bid, such Bid provides for a Purchase Price payable in cash (or credit bid) at Closing in an amount at

least equal to \$21 million, which is the sum of (x) \$20 million (*i.e.*, the Purchase Price under the Stalking Horse APA), *plus* (y) the Break-Up Fee and Expense Reimbursement Amount, *plus* (z) \$200,000 (the “**Minimum Full Bid**”);

- identifies all Assumed Contracts, Assumed Real Property Leases, Excluded Contracts, Excluded Real Property Leases, and Required Contract or Lease, if any;
- is not conditioned on (i) obtaining financing or (ii) the outcome of unperformed due diligence;
- is not conditioned on the receipt of any third party approvals or consents (excluding required Bankruptcy Court approval and required governmental, licensing or regulatory approval or consent, if any) other than (i) third party approvals or consents that are contemplated by the Stalking Horse APA or (ii) other approvals or consents not materially more burdensome, less favorable or more conditional than the terms of the Stalking Horse APA, as determined by the Debtors in their Permitted Discretion;
- with respect to any governmental, licensing or regulatory approvals or consents, includes a description of all such approvals or consents that are required to consummate the proposed transaction (including any antitrust approval or clearance related to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended), together with evidence satisfactory to the Debtors in their Permitted Discretion of the ability to obtain such approvals or consents in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such approvals or consents;
- is accompanied by a cash deposit by wire transfer to an escrow agent selected by the Debtors (the “**Deposit Agent**”) in an amount equal to 10% of the cash purchase price (and net of any credit bid) set forth in connection with such bid (any such deposit, a “**Good Faith Deposit**”), other than in the case of any bid by one or more DIP Lenders;
- sets forth the representatives that are authorized to appear and act on behalf of the bidder in connection

with the proposed transaction;

- indicates that the bidder will not seek any transaction or break-up fee, expense reimbursement or similar type of payment;
- if the bid contemplates both the assumption and assignment of any contracts or leases, includes evidence of the bidder's ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such bidder's ability to perform in the future the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the bidder, in a form that will permit the Debtors to disseminate immediately such evidence to the non-Debtor counterparties to such contracts and leases; and
- is received on or before the Bid Deadline (as such deadline may be extended in accordance with these Bidding Procedures).

If the Debtors receive a bid prior to the Bid Deadline that is not a Qualified Bid, the Debtors may, in their Permitted Discretion, provide the bidder with the opportunity to remedy any deficiencies following the Bid Deadline but not later than two days prior to the Auction. If any bid is determined by the Debtors not to be a Qualified Bid, and the applicable bidder fails to remedy such bid in accordance with these Bidding Procedures, the Debtors shall promptly instruct the Deposit Agent to return such bidder's Good Faith Deposit. Notwithstanding the foregoing, (i) the Stalking Horse Bidder shall be deemed a Qualified Bidder and the Stalking Horse APA shall be deemed a Qualified Bid for all purposes in connection with these Bidding Procedures (including with respect to any Partial Bids), and the Stalking Horse Bidder shall, without any further action, be entitled to participate in any Auction, including with respect to any Partial Bids and (ii) any bid by or on behalf of the one or more DIP Lenders shall constitute a Qualified Bid (and such DIP Lenders shall constitute Qualified Bidders) so long as such bid (y) has, in the event such bid is a Full Bid, satisfied the requirement that it be a Minimum Full Bid (minus any amount that is "credit bid") and (z) is submitted by the Bid Deadline (as may be extended in accordance with these Bidding Procedures).

The Debtors will provide the Stalking Horse Bidder and the DIP Lenders (irrespective of whether any DIP Lender has submitted any bid) with (a) within one business day after the Bid Deadline, copies of all Qualified Bids, whether Full or Partial Bids, received at such time and (b) not later than two days prior to the Auction, copies of any bids submitted prior to the Bid Deadline that were not Qualified Bids within one business day after the Bid Deadline but became Qualified Bids as a result of remedial actions taken after the Bid Deadline. If any Qualified Bids are amended in accordance with these Bidding Procedures, the Debtors will provide the Stalking Horse Bidder and the DIP Lenders (irrespective of whether any DIP Lender has submitted any bid) with copies of all such amended bids within one business day after receipt. The Debtors shall from time to time promptly provide the DIP Lenders (irrespective of whether any DIP Lender has submitted

any bid) with such further information as may be reasonably requested regarding the bids, including the status and terms thereof, the bidding process and the bidders.

All Qualified Bids will be considered by the Debtors; bids other than Qualified Bids will not be considered. The Debtors may, in their sole discretion, evaluate bids on numerous grounds, including, but not limited to, any delay, additional risks (including closing risks) and added costs to the Debtors. For the avoidance of doubt, the presence of any governmental, licensing, regulatory or other approvals or consents in a bid, and the anticipated timing or likelihood of obtaining such approvals or consents, may be grounds for the Debtors, in their Permitted Discretion, to determine that such bid (i) is not a Qualified Bid or (ii) is not higher or otherwise better than any other Qualified Bid.

By submission of its bid, each Qualified Bidder shall be deemed to acknowledge and represent that it (i) has had an opportunity to conduct any and all due diligence regarding the Bid Assets that are the subject of the Auction prior to making any such bids, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets in making its bid and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Bid Assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or, as to the Successful Bidder(s), the asset purchase agreement(s) with such Successful Bidder(s). Without the written consent of the Debtors, in their Permitted Discretion, a Qualified Bidder may not amend, modify or withdraw its Qualified Bid, except for proposed amendments to increase the amount or otherwise improve the terms of its Qualified Bid, during the period that such Qualified Bid is required to remain irrevocable. For the avoidance of doubt, nothing in these Bidding Procedures shall in any way limit or impair the Stalking Horse Bidder's ability to exercise any termination rights it may have under the Stalking Horse APA.

For the avoidance of doubt, in the event of a bid by or on behalf of the DIP Lenders (or any of them), the DIP Agent (at the direction of the Required DIP Lenders) shall be allowed, to the maximum extent permitted by section 363(k) of the Bankruptcy Code, to "credit bid" up to the full amount of all of the Debtors' DIP Obligations (as defined in the DIP Order).

3. Break-Up Fee and Expense Reimbursement Amount

Recognizing the Stalking Horse Bidder's expenditure of time, energy and resources in connection with the proposed transaction set forth in the Stalking Horse APA, and the benefit that those efforts provided to all Interested Parties, the Debtors have agreed that, if the Stalking Horse Bidder is not the Successful Bidder, the Debtors will, in certain circumstances, pay to the Stalking Horse Bidder a Break-Up Fee and an Expense Reimbursement Amount. The payment of the Break-Up Fee and Expense Reimbursement Amount will be governed by the provisions of the Stalking Horse APA and the Bidding Procedures Order. The Break-Up Fee is \$500,000 and the Expense Reimbursement Amount shall not exceed \$300,000.

4. Auction

The Debtors shall only conduct one or more auctions (the “**Auction**”) in any or all of the following events: (a) the Debtors timely receive more than one Qualified Bid that is a Full Bid; (b) the Debtors timely receive more than one Qualified Bid for the Algenist Equity; or (c) the Debtors timely receive more than one Qualified Bid for the Peoria Facility, the IP Assets, the JV Assets, the Remaining Assets, or all. Any Auction relating to the Partial Bids for the Peoria Facility, the IP Assets, the JV Assets or the Remaining Assets shall be conducted prior to any Auction with respect to any Full Bids.

With respect to the Purchased Assets, if (a) no Qualified Bid other than the Stalking Horse Bid is received by the Bid Deadline and (b) no bid submitted prior to the Bid Deadline that was not a Qualified Bid at such time has become a Qualified Bid as a result of remedial actions taken after the Bid Deadline, the Debtors will not conduct the Auction for the Purchased Assets and will file with the Bankruptcy Court, serve on the Sale Notice Parties (as defined in the Bidding Procedures Order) and cause to be published on the Debtors’ case information website (located at <http://www.kccllc.net/TerraVia>) (the “**Case Information Website**”) a notice (i) indicating that the Auction for the Purchased Assets has been cancelled, (ii) indicating that the Stalking Horse Bidder is the Successful Bidder with respect to the Purchased Assets and (iii) setting forth the date and time of the applicable Sale Hearing.

At the conclusion of any Auction for Partial Bids for the Peoria Facility, the IP Assets, the JV Assets and the Remaining Assets (if any), if the sum of the highest cash purchase prices for the Partial Bids for the Peoria Facility, the IP Assets, the JV Assets and the Remaining Assets is at least equal to the Minimum Purchased Assets Bid, the collective bid comprised of each Successful Bid for the Peoria Facility, the IP Assets, the JV Assets and the Remaining Assets (but excluding any bid relating to the Algenist Equity) (the “**Highest Collective Partial Bid**”) shall be deemed a Full Bid. In such event, the Debtors shall conduct an Auction for the Purchased Assets with such Qualified Bidders (including the Stalking Horse Bidder, any other Qualified Bidder that submitted a Full Bid and the Highest Collective Partial Bid).

The Auction shall be in accordance with these Bidding Procedures and upon notice to all Qualified Bidders that have submitted Qualified Bids. The Auction will be scheduled to be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 on September 11, 2017 at 10:00 a.m. (prevailing Eastern Time).

Only principals, representatives or agents of the Debtors, the Stalking Horse Bidder, the DIP Lenders and any Qualified Bidder that has submitted a Qualified Bid (and the legal and financial advisors to each of the foregoing) will be entitled to attend the Auction (including any Auction relating to Partial Bids), and only the Stalking Horse Bidder and other Qualified Bidders will be entitled to make any subsequent bids at the Auction. Notwithstanding the foregoing, and in accordance with Rule 6004-1(c)(ii) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, the Auction will be conducted openly, and any creditor of the Debtors that provides notice of its intent to attend the Auction not later than 24 hours prior to the start of the Auction shall be entitled to attend the Auction. Each Qualified Bidder participating in the Auction must confirm that it (a) has not engaged in any collusion with respect to the bidding or the sale of any of the Bid Assets as described herein, (b) has reviewed, understands and accepts these Bidding Procedures, (c) has consented to the jurisdiction of the Bankruptcy Court and (d) intends to consummate its Qualified Bid if it is selected as the Successful Bid. Each Qualified Bidder participating in the Auction shall

appear in person at the Auction or through a duly authorized representative.

At least one day prior to the Auction, the Debtors will (a) notify each Qualified Bidder that its bid is a Qualified Bid and (b) provide all Qualified Bidders with (i) copies of the Qualified Bid or combination of Qualified Bids that the Debtors believe is the highest or otherwise best offer (the “**Starting Bid**”), (ii) an explanation of how the Debtors value the Starting Bid and (iii) a list identifying all of the Qualified Bidders and their respective Qualified Bids, a copy of all of which shall be simultaneously provided to the DIP Lenders (irrespective of whether any DIP Lender has submitted any bid).

The Debtors, in their Permitted Discretion, may employ and announce at the Auction additional procedural rules for conducting such auction (*e.g.*, the amount of time allotted to submit Subsequent Bids (as defined below)); provided, however, that such rules are (a) not inconsistent with the Bidding Procedures Order, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith and (b) disclosed to all Qualified Bidders.

Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding in the presence of all parties at the Auction, so long as during each round at least one subsequent bid (a “**Subsequent Bid**”) is submitted by a Qualified Bidder that (a) improves upon such Qualified Bidder’s immediately prior Qualified Bid and (b) the Debtors determine (in their Permitted Discretion) that such Subsequent Bid is (i) for the first round, a higher or otherwise better offer than the Starting Bid and (ii) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below), in each case taking into account other Qualified Bids for other Bid Assets. The Debtors, in their Permitted Discretion, may determine appropriate minimum bid increments or requirements for each round of bidding; *provided* that, except with the consent of all Qualified Bidders present at the Auction who have not previously withdrawn therefrom, the minimum bid increments at the Auction may not be in excess of \$250,000.

After the first round of bidding and between each subsequent round of bidding, the Debtors will determine, in their sole discretion, and announce the bid or bids that they believe to be the highest or otherwise best offer or combination of offers (the “**Leading Bid**”). A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge and written confirmation of the Leading Bid.

Notwithstanding anything herein to the contrary, any Subsequent Bid by the Stalking Horse Bidder to the bid embodied in the Stalking Horse APA, in any and all rounds of bidding, will be deemed to be comprised of a credit in the full amount of the Break-Up Fee and Expense Reimbursement Amount plus a cash bid for the remainder of the Purchase Price.

For the purpose of evaluating Subsequent Bids, the Debtors may require, in their Permitted Discretion, a Qualified Bidder (other than the Stalking Horse Bidder or any DIP Lender) submitting a Subsequent Bid to submit, as part of its Subsequent Bid, additional evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to the Debtors in their sole discretion) demonstrating such Qualified Bidder’s ability to close the proposed transaction.

The Debtors shall maintain a transcript of all bids made and announced at the

Auction, including the Starting Bid(s), all Subsequent Bid(s), the Leading Bid(s), the Alternative Bid(s) (as defined below) and the Successful Bid(s).

For the avoidance of doubt, in the event that any of the DIP Lenders is a Qualified Bidder, notwithstanding anything in Sections 4, 5 and 10 to the contrary, such DIP Lender(s) shall not be entitled to any consultation or information rights beyond those provided to any other Qualified Bidder.

5. Selection Of Successful Bid(s)

Prior to the conclusion of the Auction, the Debtors shall (in each case in their Permitted Discretion) (a) review and evaluate each bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale transaction, (b) determine and identify the highest or otherwise best offer or collection of offers (the “**Successful Bid(s)**”), (c) determine and identify the next highest or otherwise best offer or collection of offers (the “**Alternate Bid(s)**”) and (d) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the identity of the party or parties that submitted the Successful Bid(s) (the “**Successful Bidder(s)**”), the amount and other material terms of the Successful Bid(s), the identity of the party or parties that submitted the Alternate Bid(s) (the “**Alternate Bidder(s)**”) and the amount and other material terms of the Alternate Bid(s). No additional bids may be considered after the Auction is closed. Within two business days after the completion of the Auction, the Successful Bidder(s) and the applicable Debtors shall complete and execute all agreements, instruments and other documents necessary to consummate the applicable sale transaction(s) or otherwise contemplated by the applicable Successful Bid(s). Promptly following the selection of the Successful Bid(s) and Alternate Bid(s), the Debtors shall file a notice of the Successful Bid(s) and Alternate Bid(s) with the Bankruptcy Court and cause such notice to be published on the Case Information Website, which shall constitute definitive proof that the Debtors have closed the Auction.

6. The Sale Hearing

If the Auction is not conducted, the hearing to consider the proposed Sale Order (the “**Sale Hearing**”) will be held on September 11, 2017 at 12:00 p.m. (prevailing Eastern time) before the Honorable Christopher S. Sontchi in the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., Wilmington, Delaware 19801.

If the Auction is conducted, the Sale Hearing will be held on September 15, 2017 at 10:00 a.m. (prevailing Eastern time) before the Honorable Christopher S. Sontchi in the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., Wilmington, Delaware 19801.

The Sale Hearing may be (x) adjourned by the Debtors (with the reasonable consent of (a) the Stalking Horse Bidder if the Stalking Horse Bidder is the Successful Bidder and (b) the Required DIP Lenders) or (y) cancelled by the Debtors (in their Permitted Discretion) by an announcement of the adjourned date at a hearing before the Bankruptcy Court or by filing a notice of adjournment or cancellation on the Bankruptcy Court’s docket. Unless the Sale Hearing is cancelled by the Debtors, at the Sale Hearing, the Debtors will seek the

Bankruptcy Court's approval of the Successful Bid(s) and, in their Permitted Discretion, the Alternate Bid(s).

The Debtors' presentation to the Bankruptcy Court of the Successful Bid(s) and Alternate Bid(s) will not constitute the Debtors' acceptance of such bid(s), which acceptance will only occur upon approval of such bid(s) by the Bankruptcy Court. Following the Bankruptcy Court's entry of the Sale Order approving such bid(s), the Debtors and the Successful Bidder(s) shall proceed to consummate the transaction(s) contemplated by the Successful Bid(s), in all cases within the milestones set in the DIP Order. If the Debtors and the Successful Bidder(s) fail to consummate the proposed transaction(s), then the Debtors shall file a notice with the Bankruptcy Court advising of such failure. Unless the Debtors in their business judgment determine otherwise, upon the filing of such notice with the Bankruptcy Court, the Alternate Bid(s) will be deemed to be the Successful Bid(s) and the Debtors will be authorized but not directed, in their Permitted Discretion, to effectuate the transaction(s) with the Alternate Bidder(s) subject to the terms of the Alternate Bid(s) of such Alternate Bidder(s) without further order of the Bankruptcy Court. If such failure to consummate the sale is the result of a breach by the Successful Bidder(s) (the "**Breaching Bidder(s)**") of its (their) purchase agreement(s), the Debtors reserve the right to seek all available remedies from the Breaching Bidder(s), subject to the terms of the applicable purchase agreement.

For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in these Bidding Procedures shall, or shall be construed to, in any way amend, impair, prejudice, alter or otherwise modify the terms of the (a) Stalking Horse APA or the Stalking Horse Bidder's rights thereunder, and the Stalking Horse APA shall remain in full force and effect unless terminated in accordance with its terms, or (b) any DIP Loan Document (as defined in the DIP Order) or the rights of the DIP Agent or any DIP Lender thereunder. The Stalking Horse Bidder and each DIP Lender shall have standing to appear and be heard on all issues related to the Auction, the sale of the Bid Assets and related matters, including the right to object to the sale of the Bid Assets or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures).

7. Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders will be held in escrow by the Deposit Agent and will not become property of the Debtors' bankruptcy estates unless released from escrow pursuant to terms of the applicable escrow agreement or pursuant to further order of the Bankruptcy Court. The Deposit Agent will retain the Good Faith Deposits of the Successful Bidder(s) and the Alternate Bidder(s) until the closing of the transaction(s) contemplated by the Successful Bid(s) or the Alternate Bid(s), as applicable, in accordance with Section 6 above, except as otherwise ordered by the Bankruptcy Court; *provided* that the Alternate Bidder, at least 30 days after it has received such designation, shall be permitted to file a motion with the Court (on an expedited basis) seeking to withdraw its Bid and the return of the full amount of its Good Faith Deposit. The Good Faith Deposits (and all interest accrued thereon) of the other Qualified Bidders will be returned within four business days after the entry of the Sale Order. At the closing of the transaction contemplated by the Successful Bid(s), the Successful Bidder(s) will receive a credit in the amount of its Good Faith Deposit (plus all interest accrued thereon). All remaining Good Faith Deposits (and all interest accrued thereon) held by the Deposit Agent will be released

by the Deposit Agent four business days after the closing of the transaction(s) contemplated by the Successful Bid(s); provided, however, the Deposit Agent will retain the Good Faith Deposit of a Breaching Bidder pending a ruling by the Bankruptcy Court as to the amount of damages owed, if any, by such Breaching Bidder to the Debtors.

Notwithstanding anything herein to the contrary, the terms under which the Stalking Horse Bidder provided a Good Faith Deposit and the terms of its use, release and return to the Stalking Horse Bidder will be governed by the Stalking Horse APA.

8. As Is. Where Is

The sale of the Bid Assets shall be on an “as is, where is” basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or their estates, except as provided in any agreement with respect to the sale or sales approved by the Bankruptcy Court (including the Stalking Horse APA).

9. Free and Clear of Any and All Interests

Except as otherwise provided in the Stalking Horse APA or another Successful Bidder(s)’s purchase agreement, all of Debtors’ right, title and interest in and to the Bid Assets subject thereto shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon (collectively, the “**Interests**”) to the maximum extent permitted by section 363 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the sale of the Bid Assets with the same validity and priority as such Interests (including, for the avoidance of doubt, the DIP Liens and Superpriority DIP Claims, as defined in the DIP Order, of the DIP Agent and DIP Lenders) applied against the Bid Assets, without modification of the DIP Lenders’ right to be repaid in cash from such proceeds pursuant to the DIP Order and other DIP Loan Documents.

10. Reservation of Rights of the Debtors

Except as otherwise provided in these Bidding Procedures or the Bidding Procedures Order, the Debtors reserve the right, in their Permitted Discretion, to:

- determine which Interested Party is a Potential Bidder;
- determine which bidder is a Qualified Bidder;
- determine which bid is a Qualified Bid;
- determine which Qualified Bid is the Starting Bid;
- determine which Qualified Bid is the highest or otherwise best offer for the Bid Assets and which is the next highest or otherwise best offer;

- reject any bid (other than the Stalking Horse APA or a bid by or on behalf of any DIP Lender) that the Debtors deem to be (a) inadequate or insufficient, (b) not in conformity with the requirements of these Bidding Procedures or the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules or (c) contrary to the best interests of the Debtors and their estates;
- impose additional terms and conditions with respect to all Potential Bidders (other than the Stalking Horse Bidder or any DIP Lender);
- cancel the Auction;
- cancel the sale process contemplated hereby;
- extend the deadlines set forth herein; and
- modify these Bidding Procedures and implement additional procedural rules that the Debtors determine will better promote the goals of the Bidding Process and discharge the Debtors' fiduciary duties.

For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Debtors shall not materially modify these Bidding Procedures without the prior written consent of the Stalking Horse Bidder and Required DIP Lenders, which consent shall not be unreasonably withheld, conditioned or delayed.

Nothing in these Bidding Procedures shall require the Debtors' board of directors to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, to the extent that the Debtors' board of directors determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary duties under applicable law.

11. Relevant Dates

Event	Date
Commencement of Chapter 11 Cases	August 2, 2017
Bidding Procedures Hearing	August 22, 2017 at 12:00 p.m. (prevailing Eastern Time)
Indication of Interest Deadline	August 24, 2017 at 6:00 p.m. (prevailing Eastern Time)
Bid Deadline	September 7, 2017 at 6:00 p.m. (prevailing Eastern Time)
Sale Objection Deadline (if no Auction)	September 8, 2017 at 4:00 p.m. (prevailing Eastern Time)

Assumption and Assignment Objection Deadline	September 8, 2017 at 4:00 p.m. (prevailing Eastern Time)
Sale Hearing (if no Auction)	September 11, 2017 at 12:00 p.m. (prevailing Eastern Time)
Auction (if necessary)	September 11, 2017 at 10:00 a.m. (prevailing Eastern Time)
Sale Objection Deadline (if Auction occurs)	September 14, 2017 at 4:00 p.m. (prevailing Eastern Time)
Sale Hearing (if Auction occurs)	September 15, 2017 at 10:00 a.m. (prevailing Eastern Time)

Exhibit 2

Form of Sale Notice

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

In re:)	
)	Chapter 11
TERRAVIA HOLDINGS, INC., <i>et al.</i> ,)	Case No. 17-11655 (CSS)
Debtors. ¹)	Jointly Administered
)	
)	

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) on August 2, 2017 (the “**Petition Date**”).

PLEASE TAKE FURTHER NOTICE that, on the Petition Date, the Debtors filed a motion (the “**Bidding Procedures Motion**”)² with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the proposed sale of substantially all of the Debtors’ assets to Corbion N.V. (the “**Stalking Horse Bidder**”) for \$20 million plus the assumption of certain liabilities (the “**Sale Transaction**”), subject to the submission of higher or otherwise better offers in an auction process (the “**Auction**”), (b) the form and manner of notice related to the Sale Transaction and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transactions.

PLEASE TAKE FURTHER NOTICE that, on [•], 2017, the Court entered an order (the “**Bidding Procedures Order**”) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale Transaction and the Auction. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.³

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: TerraVia Holdings, Inc. (7078), Solazyme Brazil LLC (2839) and Solazyme Manufacturing 1, LLC (4172). The debtors’ mailing address is 225 Gateway Boulevard, South San Francisco, CA 94080.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Motion.

³ To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms of the Bidding Procedures shall control in all respects.

Contact Persons for Parties Interest in Submitting a Bid

The Bidding Procedures set forth the requirements for submitting a Qualified Bid, and any person interest in making an offer to purchase the Assets must comply strictly with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

Any interested bidder should contact, as soon as practicable:

ROTHSCHILD INC.⁴
1251 Avenue of the Americas, 33rd Floor
New York, NY 10020
Attn.: Nicholas Barnes, Tero Jänne
nicholas.barnes@rothschild.com
tero.janne@rothschild.com
(tel.) +1 212 403 3727
(tel.) +1 212 403 3577

Obtaining Additional Information

Copies of the Bidding Procedures Motion, the Bidding Procedures and the Bidding Procedures Order, as well as all related exhibits, including the Stalking Horse Agreement and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <http://www.kccllc.net/TerraVia> or can be requested by e-mail at TerraViaInfo@kccllc.com.

Important Dates and Deadlines⁵

1. **Potential Bidder Deadline.** The deadline for interested parties to furnish information to Rothschild to be considered a Potential Bidder in accordance with the Bidding Procedures is **August 24, 2017 at 6:00 p.m. (prevailing Eastern Time)**.
2. **Bid Deadline.** The deadline to submit a Qualified Bid is **September 7, 2017 at 6:00 p.m. (prevailing Eastern Time)**.
3. **Auction.** In the event that the Debtors timely receive a Qualified Bid in addition to the Qualified Bid of the Stalking Horse Bidder and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Assets. The Auction, if one is held, will commence on **September 11, 2017 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10014.

⁴ Rothschild Inc., in its capacity as financial advisor the Debtors, is referred to herein as "**Rothschild.**"

⁵ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

4. **Auction and Sale Objections Deadline.** The deadline to file an objection with the Court to the Sale Order, and all objections relating to the Stalking Horse Bidder, the conduct of the Auction or the Sale Transaction (collectively, the “**Sale Objections**”) is (a) if no Auction, is held **September 8, 2017 at 4:00 p.m.** (prevailing Eastern Time) and (b) if an Auction is held **September 14, 2017 at 4:00 pm.** (prevailing Eastern Time) (the “**Sale Objection Deadline**”).
5. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction will be held before the Court on, if no Auction is held, **September 11, 2017 at 12:00 p.m.** (prevailing Eastern Time) or, if an Auction is held, **September 15, 2017 at 10:00 a.m.** (prevailing Eastern Time) such other date as determined by the Court, at 824 North Market Street, Wilmington, Delaware 19801.

Filing Objections

Sale Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **the Sale Objection Deadline** and (d) be served on (i) proposed counsel for the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017, Attn: Damian S. Schaible, Steven Z. Szanzer and Adam L. Shpeen and (z) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins and Amanda Steele, (ii) counsel to the Stalking Horse Bidder, (y) Baker & McKenzie LLP, 452 Fifth Avenue, New York, New York 10018, Attn: Debra A. Dandeneau and Frank Grese and (z) Whiteford, Taylor & Preston LLC, The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: L. Katherine Good, (iii) counsel to the Consortium, Brown Rudnick LLP, (y) 7 Times Square, New York, New York 10036, Attn: Robert J. Stark and (z) One Financial Center, Boston, Massachusetts 02111, Attn: Brian T. Rice, and (iv) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any party or entity who fails to timely make an objection to the Sale Transaction on or before the Sale Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any objection to the Sale Transaction, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances and other interests.

NO SUCCESSOR LIABILITY

The Debtors manufacture a variety of products and ingredients that are included in a variety of products. For more information on the Debtors' business or their products, refer to the Painter Declaration. The Sale Transaction will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the Sale Transaction, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the Sale Transaction. Accordingly, as a result of the Sale Transaction, the Stalking Horse Bidder will not be a successor to any of the Debtors by reason of any theory of

law or equity, and the Stalking Horse Bidder will have no liability, except as expressly provided in the Stalking Horse Agreement, for any liens, claims, encumbrances and other interests against or in any of the Debtors under any theory of law, including successor liability theories.

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Dated: _____, 2017
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)
Amanda R. Steele (No. 5530)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
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steele@rlf.com

-and-

DAVIS POLK & WARDWELL LLP

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steven.szanzer@davispolk.com
adam.shpeen@davispolk.com

[Proposed] Counsel to the Debtors and Debtors in Possession

Exhibit 3

Form of Potential Assumption and Assignment Notice

Bidder(s) the Proposed Assumed Contracts. A schedule listing the Proposed Assumed Contracts (the “**Assumed Contracts Schedule**”) can be accessed free of charge on the Debtors’ case information website, located at <http://www.kccllc.net/TerraVia> or can be requested by e-mail at TerraViaInfo@kccllc.com.³ In addition, the “**Cure Costs**,” if any, necessary for the assumption and assignment of the Proposed Assumed Contracts are set forth on the Assumed Contracts Schedule. *Each Cure Cost listed on the Assumed Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assumed Contract or Assumed Real Property Lease prior to the closing of the Sale Transaction or other applicable Assumption and Assignment Effective Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale Transaction or other applicable Assumption and Assignment Effective Date.*

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A PROPOSED ASSUMED CONTRACT.

Under the terms of the Assumption and Assignment Procedures or the Stalking Horse Agreement, the Debtors or the Stalking Horse Bidder may, at any time prior to the closing of the Sale Transaction, (a) remove an Assumed Contract or Assumed Real Property Lease from the Assumed Contracts Schedule or (b) modify the previously-stated Cure Costs associated with any Proposed Assumed Contract. The Assumption and Assignment Procedures further provide that any Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assignment Objection. **The assumption and assignment of the Contracts and Leases on the Assumed Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors’ or Stalking Horse’s right to remove an Assumed Contract or Assumed Real Property Lease from the Assumed Contracts Schedule.**

Obtaining Additional Information

Copies of the Bidding Procedures Motion, the Bidding Procedures and the Bidding Procedures Order, as well as all related exhibits, including the Stalking Horse Agreement and all other documents filed with the Court, are available free of charge on the Debtors’ case information website, located at <http://www.kccllc.net/TerraVia> or can be requested by e-mail at TerraViaInfo@kccllc.com.

Important Dates and Deadlines⁴

1. **Auction.** In the event that the Debtors timely receive a Qualified Bid in addition to the Qualified Bid of the Stalking Horse Bidder and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Assets. The Auction, if one is held, will commence on **September 11, 2017 at**

³ If a hard copy of the Assumed Contracts Schedule is requested, Kurtzman Carson Consultants LLC, the Debtors’ notice and claims agent, will send such hard copy to the party requesting it by overnight mail.

⁴ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

10:00 a.m. (prevailing Eastern Time) at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10014.

2. **Auction and Sale Objections Deadline.** The deadline to file an objection with the Court to the Sale Order, and all objections relating to the Stalking Horse Bidder, the conduct of the Auction or the Sale Transaction (collectively, the “**Sale Objections**”) is (a) if no Auction, is held **September 8, 2017 at 4:00 p.m.** (prevailing Eastern Time) and (b) if an Auction is held **September 14, 2017 at 4:00 pm.** (prevailing Eastern Time) (the “**Sale Objection Deadline**”).
3. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction will be held before the Court on, if no Auction is held, **September 11, 2017 at 12:00 p.m.** (prevailing Eastern Time) or, if an Auction is held, **September 15, 2017 at 10:00 a.m.** (prevailing Eastern Time) such other date as determined by the Court, at 824 North Market Street, Wilmington, Delaware 19801.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, objections to the proposed assumption and assignment of an Assumed Contract or Assumed Real Property Lease (an “**Assumption and Assignment Objection**”), including any objection relating to the Cure Cost or adequate assurance of the Stalking Horse future ability to perform, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Real Property Lease, (d) be filed by no later than (the “**Assumption and Assignment Objection Deadline**”) (x) **September 8, 2017, at 4:00 p.m. (prevailing Eastern Time)** or (y) **for those Counterparties that receive a Supplemental Assumption and Assignment Notice, 14 days after service of such Supplemental Assumption and Assignment Notice** and (e) be served on (i) proposed counsel for the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017, Attn: Damian S. Schaible, Steven Z. Szanzer and Adam L. Shpeen and (z) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins and Amanda Steele, (ii) counsel to the Stalking Horse Bidder, (y) Baker & McKenzie LLP, 452 Fifth Avenue, New York, New York 10018, Attn: Debra A. Dandeneau and Frank Grese and (z) Whiteford, Taylor & Preston LLC, The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: L. Katherine Good, (iii) counsel to the Consortium, Brown Rudnick LLP, (y) 7 Times Square, New York, New York 10036, Attn: Robert J. Stark and (z) One Financial Center, Boston, Massachusetts 02111, Attn: Brian T. Rice, and (iv) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

Sale Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **the Sale Objection Deadline** and (d) be served on (i) proposed counsel for the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017, Attn: Damian S. Schaible, Steven Z. Szanzer and Adam L. Shpeen and (z) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins and Amanda Steele, (ii) counsel to the Stalking Horse

Bidder, (y) Baker & McKenzie LLP, 452 Fifth Avenue, New York, New York 10018, Attn: Debra A. Dandeneau and Frank Grese and (z) Whiteford, Taylor & Preston LLC, The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: L. Katherine Good , (iii) counsel to the Consortium, Brown Rudnick LLP, (y) 7 Times Square, New York, New York 10036, Attn: Robert J. Stark and (z) One Financial Center, Boston, Massachusetts 02111, Attn: Brian T. Rice, and (iv) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any Counterparty to an Assumed Contract or Assumed Real Property Lease who fails to timely make an objection to the proposed assumption and assignment of such contract or lease on or before the Assumption and Assignment Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order and this Notice shall be deemed to have consented to the Cure Costs set forth in the Potential Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice and forever barred from asserting any objection or claims against the Debtors, the Stalking Horse Bidder, or any other Successful Bidder(s), or the property of any such parties, relating to the assumption and assignment of such contract or lease, including asserting additional Cure Costs with respect to such contract or lease. Notwithstanding anything to the contrary in such contract or lease, or any other document, the Cure Costs set forth in the Potential Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assumed Contract or Assumed Real Property Lease under section 365(b) of the Bankruptcy Code arising out of or related to any events occurring prior to the closing of the Sale Transaction or other applicable Assumption and Assignment Effective Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise.

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Dated: _____, 2017
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.

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[Proposed] Counsel to the Debtors and Debtors in Possession