

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re:

Zosano Pharma Corporation,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

**NOTICE OF PROPOSED ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

**PLEASE TAKE NOTICE THAT:**

1. On June 30, 2022, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) approved the entry of, and on July 1, 2022 entered an order [Docket No. 111] (the “**Bid Procedures Order**”) on the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtor and debtor-in-possession (the “**Debtor**”) (i) approving the bid procedures (as modified or amended, the “**Bid Procedures**”) to be implemented in connection with a sale (the “**Sale**”) of some or all of the assets of the Debtor (the “**Assets**”); (ii) establishing procedures for the Debtor to enter into a Stalking Horse Agreement with Bid Protections; (iii) approving an alternate liquidation sale process to be conducted by a liquidator sale agent (the “**Liquidation Sale Process**”); (iv) establishing procedures in connection with the Debtor’s potential assumption and/or assignment to the Successful Bidder or Backup Bidder (each as defined in the Bid Procedures Order) of certain executory contracts and unexpired leases (each a “**Contract**” and, collectively, the “**Contracts**” and, once assumed and assigned, each an “**Assumed Contract**”) and the corresponding cure amounts (the “**Cure Amounts**”) to be paid in connection with the assumption and/or assignment; (v) approving the notice procedures (the “**Notice Procedures**”) to advise parties in interest and Potential Bidders (as defined in the Bid Procedures) of the Bid Procedures, the auction of the Assets (the “**Auction**”), the sale hearing for the Assets (the “**Sale Hearing**”), and the Debtor’s intent to assume and/or assign to the Successful Bidder or Backup Bidder the Assumed Contracts and the corresponding Cure Amounts; and (vi) granting related relief.

2. Copies of the Motion, the Bid Procedures, the Bid Procedures Order and other Case documents can be obtained free of charge (i) on the case website maintained by the Debtor’s claims and noticing agent, Kurtzman Carson Consultants LLC, at <http://www.kccllc.net/ZosanoPharma>, or (ii) upon written request to counsel to the Debtor, Greenberg Traurig, LLP, (a) 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn:

<sup>1</sup> The business address and the last four (4) digits of the Debtor’s federal tax identification number is Zosano Pharma Corporation, 34790 Ardentech Court, Fremont, California 94555 (8360).

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



John D. Elrod, Esq. (Elrodj@gtlaw.com), and (b) 333 S.E. Second Ave, Suite 4400, Miami, Florida 33131, Attn: Ari Newman, Esq. (Newmanar@gtlaw.com).

3. Pursuant to the Bid Procedures Order, the Debtor has indicated each Contract on **Exhibit A** annexed hereto which may become an Assumed Contract. In addition, for each Contract, the Debtor has estimated the Cure Amounts owed under such Contract including the actual pecuniary loss to the non-Debtor party resulting from any defaults under such Contract including, but not limited to, all claims, demands, and rights to refunds due to overpayments that the non-Debtor parties can assert under the Contracts whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to the Assumed Contracts calculated as of June 1, 2022. The Cure Amount for an Assumed Contract represents the amount the Debtor believes must be paid, pursuant to section 365 of the Bankruptcy Code, to compensate the respective non-Debtor party in connection with the potential assumption and/or assignment of such Assumed Contract.

4. Objections to the Cure Amounts or the proposed assumption and assignment of an Assumed Contract, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable Contract, and/or objections to the potential assumption of such Contract, must be filed with the Court and served, together with all documentation supporting such cure claim or objection, so as to be actually received on or before **July 15, 2022 at 4:00 p.m. (prevailing Eastern Time)** by (i) counsel to the Debtor, Greenberg Traurig, LLP, (a) 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod, Esq. (Elrodj@gtlaw.com), and (b) 333 S.E. Second Ave, Suite 4400, Miami, Florida 33131, Attn: Ari Newman, Esq. (Newmanar@gtlaw.com); and (ii) the Office of the United States Trustee (Region 3), J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Joseph F. Cudia, Esq. (joseph.cudia@usdoj.gov). In the event no objection is timely filed with respect to a Contract, the non-Debtor counterparty to such Contract shall be deemed to have consented to the Cure Amount proposed by the Debtor. Notwithstanding the foregoing, if the Successful Bidder is not also a Stalking Horse Bidder, each non-Debtor party to such Assumed Contract shall retain the right to object, until the Post-Auction Objection Deadline, solely to (i) the identity of a Successful Bidder or (ii) the ability of the Successful Bidder to provide adequate assurance of future performance under the Assumed Contract.

5. In the event an Auction is conducted for the Assets, following the conclusion of the Auction and **not later than July 20, 2022 at 12:00 p.m. (prevailing Eastern Time)**, subject to the filing of a notice by the Debtor indicating that the Auction has not concluded by such time, the Debtor will file a notice with the Court that provides the identities of the Successful Bidder and the Backup Bidder as well as the Successful Bid and the Backup Bid. The Debtor will serve such notice by fax, electronic mail, or overnight delivery (with overnight delivery to be used solely in the event neither fax nor electronic mail information is available) on the non-Debtor parties to the Assumed Contracts that have been identified in such Successful Bid and Backup Bid. If a non-Debtor party to an Assumed Contract wishes to receive such notice by fax or electronic mail, such non-Debtor party must provide its fax number or email address, as

applicable, to counsel for the Debtor in writing no less than one (1) business day prior to the commencement of the Auction.

6. The Debtor and the Successful Bidder or Backup Bidder, as applicable, reserve the right to designate which, if any, executory contracts or unexpired leases will be assumed and assigned. Inclusion of a contract or lease on **Exhibit A** hereto does not indicate that the Successful Bidder or Backup Bidder, as applicable, will determine to have the Debtor assume and seek assignment of such contract or lease. The Debtor may seek to have any Contract that is not designated to become an Assumed Contract, by the Debtor and the Successful Bidder or Backup Bidder, as applicable, be rejected at the Sale Hearing.

7. The inclusion of a contract or lease on **Exhibit A** hereto shall not constitute or be deemed a determination or an admission by the Debtor that such document is in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

8. A hearing to consider approval of the Sale and to determine the Cure Amounts and assumption or assignment issues for any non-Debtor parties to Assumed Contracts that filed objections and that have been designated to be assumed and assigned will be held on **July 28, 2022 at 1:00 pm (prevailing Eastern Time)** before the Honorable J. Kate Stickles at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801.

9. Pursuant to the Motion, the Debtor is requesting an order from the Court (the “**Sale Order**”), which will provide, among other things, that the Debtor’s assumption and assignment of the Assumed Contracts to the Successful Bidder or Backup Bidder, as applicable, under the provisions of the Sale Order and any additional orders of the Court, and payment of any Cure Amount is authorized, so that no default shall exist under any Assumed Contract, and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by the Successful Bidder or Backup Bidder, as applicable, under such Assumed Contract or (b) otherwise take action against the Successful Bidder or Backup Bidder, as applicable, as a result of the Debtor’s financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract. If the Court enters the Sale Order, each non-Debtor party to an Assumed Contract hereby will be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtor or the Successful Bidder or Backup Bidder, as applicable, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing or, against the Successful Bidder or Backup Bidder, as applicable, any counterclaim, defense, setoff, recoupment, claim of refund, or any other Claim asserted or assertable against the Debtor; (ii) imposing or charging against the Successful Bidder or Backup Bidder, as applicable, any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtor’s assumption and assignment to the Successful Bidder or Backup Bidder, as applicable, of any Assumed Contract; or (iii) contesting the Cure Amount.

*[Signature on Next Page]*

Dated: July 7, 2022

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

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Email: newmanar@gtlaw.com

*Proposed Counsel for the Debtor  
and Debtor-in-Possession*

**Exhibit A**

**Executory Contracts and Unexpired Leases Subject to Assumption and Assignment**

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
1.	ABD Insurance (Newfront)	Attn: Tom Whitenight 777 Mariners Island Blvd, Suite 250 San Mateo, CA 94404	Insurance Broker	\$0
2.	ABD Insurance and Financial Services, Inc.	3 Waters Park Drive San Mateo, CA 94403	Insurance Broker	\$0
3.	Accessible360 (A360 Enterprises, LLC and/or A360)	A360 Enterprises, LLC 600 W. 77th Street, Suite 295 Edina, MN 55435	Website Accessibility Services	\$0
4.	ADP TotalSource	Attn: Vice President - Assistant General Counsel 10200 Sunset Drive Miami, FL 33173	Payroll Administrator	\$584.90
5.	ADT Commercial	4384 Enterprise Place Fremont, CA 94538	Fire Alarm Service	\$0
6.	Alza Corporation	Attn: Office of General Counsel Johnson & Johnson Plaza New Brunswick, NJ 08933	IP License	\$0
7.	Aramark Uniform Service	2680 Palumbo Drive Lexington, KY 40509	Cleaning Services	\$0
8.	AT&T	AT&T Corp. Attn: Master Agreement One AT&T Way Bedminster, NJ 07921-0752	Telecommunications	\$659.79

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
9.	AT&T	2700 Watt Ave 2429 Sacramento, CA 95821	Telecommunications	\$0
10.	Berkley Insurance Company	WR Berkley Corporation 475 Steamboat Road Greenwich, CT 06830	D&O Excess - Insurance	\$0
11.	Berkley Life Sciences, LLC	200 Princeton South Corporate Center Suite 250 Ewing, NJ 08628	Business Auto - Insurance	\$0
12.	Beyond Benefits Life Science Association Trust	Jeffrey T. Calder, Trustee, Life Science Association Trust 1999 Harrison Street Suite 1230 Oakland, CA 94612	Health Insurance	\$0
13.	Biogen	Biogen MA Inc. Attn: Chief Legal Officer 225 Binney Street Cambridge, MA 02142	Feasibility study	\$0
14.	Biogen	Biogen MA Inc. Attn: Haiming Wu 225 Binney Street Cambridge, MA 02142	Feasibility study	\$0
15.	Bio-Med Reality (BMR)	Attn. General Counsel 4570 Executive Drive Suite 400 San Diego, CA 92121	Facility Lease	\$100,000.00

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
16.	Boston Technology Research Corp (BTR)	Attn: Legal Department 119 Braintree Street Suite 408 Boston, MA 02134 Email: legal@bostontr.com	Software subscription and Professional Services	\$6,750.00
17.	Box Inc	Attn: LegalOps 4440 El Camino Real Los Altos, CA 94022	Cloud File Storage	\$0
18.	BPM LLP	BPM 4200 Bohannon Drive Suite 250 Menlo Park, CA 94025	Tax Services	\$7,763.92
19.	Camargo Pharmaceutical Services, LLC	Camargo Pharmaceutical Services, LLC DBA Premier Consulting, Attn: Billie Guentner One East 4th Street Suite 1400 Cincinnati, OH 45202	Consulting Services	\$18,913.50
20.	Camargo Pharmaceutical Services, LLC	Premier Research International LLC, Attn: Senior Vice President, Legal Affairs 3800 Parmount Parkway Suite 400 Morrisville, NC 27560	Consulting Services	\$0
21.	Cantor Fitzgerald	Attn: Capital Markets 499 Park Avenue New York, NY 10022	Controlled Equity Offering Sales Agreement (ATM)	\$0



No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
22.	Cantor Fitzgerald	Attn: General Counsel 499 Park Avenue New York, NY 10022	Controlled Equity Offering Sales Agreement (ATM)	\$0
23.	Cantor Fitzgerald	Covington & Burling LLP Attn: Brian K. Rosenzweig The NY Times Building 620 Eighth Avenue New York, NY 10018	Controlled Equity Offering Sales Agreement (ATM)	\$0
24.	CCH Incorporated (Walters Kluwer)	Designated Agent for CCH Incorporated 2700 Lake Cook Road Riverwoods, IL 60015	SAAS accounting research tool	\$0
25.	Christine Matthews	34790 Ardentech Court Fremont, CA 94555	Employment Agreement	\$0
26.	Chubb Group of Insurance Companies	1133 Avenue of the Americas New York, NY 10036	Employment Practices Liability - Insurance	\$0
27.	Chubb Insurance Co.	436 Walnut Street Philadelphia, PA 19106	Fiduciary - Insurance	\$0
28.	Computershare	Computershare Trust Company, N.A. 250 Royall Street Canton, MA 02021	Transfer Agent Services	\$5,981.58
29.	Computershare Governance Services, Inc.	Attn: General Manager 100 Beard Sawmill Rd Shelton, CT 06484	Registered Agent Services	\$0

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
30.	Computershare Trust Company, N.A. / Computershare Inc.	Computershare Inc. Attn: Legal Dept. 150 Royal Street Canton, MA 02021	Transfer Agent Services - Reverse Stock Split	\$0
31.	Computershare Trust Company, N.A. / Computershare Inc.	Computershare Inc Attn. Corp Actions Relationship Manager 480 Washington Blvd. 29th Floor Jersey City, NJ 07310	Transfer Agent Services - Reverse Stock Split	\$0
32.	Computershare, Inc. and Computershare Trust Company, N.A.	Computershare Inc. Computershare Trust Company, NA Attention: Client Services 150 Royall Street Canton, MA 02021  Email:Kathryn.Minyard@computershare.com	Warrant Agency Agreement	\$0
33.	Concur Technologies, Inc.	601 108th Avenue NE Suite 1000 Bellevue, WA 98004	Cloud Software Services	\$2,721.70
34.	Controlled Contamination Services	Spenser McNett 14901 Quorum Drive Suite 510 Dallas, TX 75254	GMP Facility Cleaning Service	\$3,319.50
35.	Controlled Contamination Services	11696 Sorrento Valley Road San Diego, CA 92121	GMP Facility Cleaning Service	\$0

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
36.	Crane Pest Control	2700 Geary Boulevard San Francisco, CA 94118-3498	Pest Control	\$275.00
37.	CSP Technologies, Inc.	960 W. Veterans Blvd Auburn, AL 36832	Contract Manufacturing Services	\$391,935.48
38.	Cummins, Inc.	San Leandro CA PG/MI 14775 Wicks Blvd San Leandro, CA 94577	Maintenance	\$1,765.78
39.	De Lage Landen Financial	P.O. Box 824018 Philadelphia, PA 19182-4018	Copier Lease	\$933.53
40.	Diamond Communications, Inc.	P.O. Box 328 Madera, CA 93639	Burglar Alarm Service	\$0
41.	DocuSign, Inc.	221 Main Street, Suite 1550 San Francisco, CA 94105	E-signature - subscription and support	\$0
42.	Donnelly Financial, LLC (DFIN)	PO Box 842282 Boston, MA 02284	Venue data room	\$1,210.00
43.	Elaine Yang	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
44.	Emergex Vaccine Holdings LTD	4/5 Dunmore Court, Wootton Road, Abingdon, United Kingdom OX13 6BH	Feasibility and Option Agreement	\$0
45.	ETRADE	Managing Attorney, Etrade Financial Corporate services, Inc. 671 North Glebe Road Arlington, VA 22203	Employee stock plan services	\$2,352.15

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46.	ETRADE	President, Etrade Financial Corporate services, Inc. 4005 Windward Plaza Drive Alpharetta, GA 30005	Employee stock plan services	\$0
47.	ETRADE	P.O. Box 3512 Arlington, VA 22203	Employee stock plan services	\$0
48.	Eversana Life Science Services, LLC	Attn: General Counsel 190 N Milwaukee St Milwaukee, WI 53202	Sales and Marketing Services	\$20,000.00
49.	Eversana Life Science Services, LLC	Attn: Mr. Greg Skalicky, Chief Revenue Officer 190 N Milwaukee St Milwaukee, WI 53202	Sales and Marketing Services	\$0
50.	Experic LLC	Attn: VP, Marketing and Contracts 2 Clarke Drive Cranbury, NJ 08512	Contract Manufacturing Services	\$50,000.00
51.	Falvey Cargo Underwriting	66 Whitecap Drive North Kingstown, RI 02852	Cargo - Insurance	\$0
52.	Federal Insurance Co.	7700 France Ave S Ste 450 Edina, MN 55435	Fiduciary - Insurance	\$0
53.	Fidelity	Fidelity Management Trust Company 245 Summer Street Boston, MA 02210	401k Administrator	\$0
54.	Fidelity	P.O. Box 73307 Chicago, IL 60673-7307	401k Administrator	\$0

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
55.	Freshworks	1250 Bayhill Drive Suite 315 San Ramon, CA 95066	SAAS	\$343.00
56.	FTI Consulting, Inc.	Attn: Jason Frankl 555 12th Street NW Suite 700 Washington, DC 20004	NASDAQ Compliance Assistance	\$0
57.	FTI Consulting, Inc.	16701 Melford Blvd, Suite 200 Bowie, MD 20715	NASDAQ Compliance Assistance	\$0
58.	Full Spectrum Group, LLC	23332 Mill Creek Dr. Bldg E, Suite 205 Laguna Hills, CA 92653	Equipment Maintenance	\$11,469.34
59.	Gemini Insurance Company	475 Steamboat Rd FL 1 Greenwich, CT 06830	Product Liability - Insurance	\$0
60.	Glass Lewis & Co., LLC	255 California Street, Suite 1100 San Francisco, CA 94111	Service Package: North America Tier 3 Starter	\$1,313.00
61.	GoEngineer, Inc.	739 E Fort Union Blvd Midvale, UT 84047	Software Licenses	\$0
62.	H.C. Wainwright & Co., LLC	Attn: Craig M. Schwabe, Managing Director 430 Park Avenue New York, NY 10022	Controlled Equity Offering Sales Agreement (ATM)	\$0

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63.	H.C. Wainwright & Co., LLC	Covington & Burling LLP Attn: Brian K. Rosenzweig The NY Times Building 620 Eighth Avenue New York, NY 10018	Controlled Equity Offering Sales Agreement (ATM)	\$0
64.	Harro Hoffliger	Attn: Thomas Weller Helmholtztrasse 4 Allmersbach, Germany 71573	Custom Machinery	\$185,046.25
65.	Igoe	IGOE Administrative Services PO Box 501480 San Diego, CA 92150-1480	Benefits Administrator	\$0
66.	Impec Group	Attn: Richard Peterson 3550 Scott Blvd. Santa Clara, CA 95054	Custodial and Janitorial Services	\$0
67.	Indicate Technologies	2065 Martin Avenue Suite 103 Santa Clara, CA 95050	Calibration Services	\$0
68.	Intrado Digital Media, LLC (Formerly NASDAQ Corporate Solutions, LLC)	Office of General Counsel 770 N. Halsted Street Suite 6S Chicago, IL 60642	Webhosting, Newswire, Audiocast	\$35.25
69.	Intuit	2632 Marine Way Mountain View, CA 94043	Accounting Software (prior)	\$0
70.	Iron Mountain	1101 Enterprise Dr Royersford, PA 19468	Retention file storage	\$309.00

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
71.	J.M. O'Neill, Inc.	Attn: Con McMahon 304 Earhart Way Livermore, CA 94551	Building contractor for leasehold improvements	\$107,105.00
72.	Jay Hagan	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
73.	John Walker	34790 Ardentech Court Fremont, CA 94555	Consulting	\$3,000.00
74.	Kaiser Permanente	1800 Harrison Street, S# 1300 Oakland, CA 94612	Health Insurance	\$0
75.	Kathy McGee	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
76.	Kenneth R. Greathouse	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
77.	Kleanthis Xanthopoulos	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
78.	KnowBe4, Inc	33 N. Garden Avenue Suite 1200 Clearwater, FL 33755	IT training	\$0
79.	Lee Hecht Harrison, LLC	Attn: Thomas Nevins 100 Pringle Avenue Suite 560 Walnut Creek, CA 94596	Employee Outplacement Services	\$0

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80.	Lighthouse Services, LLC	Attn: Andy Bronstein, Principal 1710 Walton Rd. Suite 204 Blue Bell, PA 19422	Whistleblower Hotline Service	\$0
81.	Linda Grais	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
82.	Marsh McLennan	360 Hamilton Avenue Suite 930 White Plains, NY 10601	Benefits Broker	\$0
83.	Mastercontrol, Inc.	6350 South 3000 East Salt Lake City, UT 84121	Quality Assurance/Validation software	\$13,295.74
84.	Maxim Group LLC	Covington & Burling LLP Attn: Matthew T. Gehl 620 8th Avenue New York, NY 10018	Underwriting Agreement	\$0
85.	Maxim Group LLC	Attention Clifford A. Teller 300 Park Avenue 16th Floor New York, NY 10022	Underwriting Agreement	\$0
86.	Medidata Solutions, Inc.	Legal Department 350 Hudson Street 9th Floor New York, NY 10014	Software subscription and Professional Services	\$4,500.00
87.	Merz	Eckenheimer Landstrabe 100 Frankfurt/Main, Germany 60318	Feasibility study	\$0



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88.	Microsoft Corporation	Attn: Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052	Azure License	\$687.44
89.	My Equity Comp, LLC	Attn: Cory McLain 80 Blue Ravine Road Suite 110 Folsom, CA 95630	Consulting Services - Stock Plan Outsourcing	\$2,550.00
90.	NexusCW Inc.	4901 Morena Blvd Suite 122 San Diego, CA 92117	Staffing Agency	\$810.00
91.	Okta, Inc.	Okta 100 1st Street San Francisco, CA 94555	Cloud Software Services	\$0
92.	Old Republic Insurance Company	307 North Michigan Avenue Chicago, IL 60601	D&O Side A DIC - Insurance	\$0
93.	Patheon Manufacturing Services LLC	5900 Martin Luther King Jr. Highway Greenville, NC 27834	Technology Transfer Agreement	\$2,436,787.63
94.	Patheon Pharmaceuticals Inc.	Attn: Director of Legal Services 2110 East Galbraith Road Cincinnati, OH 45237-1625	Manufacturing and Supply Agreement	\$0
95.	Pitney Bowes	Attn: Amber Pichette 2225 American Drive Neenah, WI 54956	Leased equipment	\$0

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
96.	Point Systems	870 Market Street San Francisco, CA 94102-2918	Point purchasing software service	\$0
97.	Praxair NKA Linde	Attn: Bill Bright 1950 Loveridge Rd Pittsburg, CA 94565	Product supply	\$6,883.94
98.	QAD, Inc.	100 Innovation Place Santa Barbara, CA, 93108	Cloud ERP Bundle	\$6,106.78
99.	Quality Systems International Corporation	545 Island Road, Suite 2c Ramsey, NJ 07446	WinLIMS license	\$2,575.00
100.	Rabbit Office Automation (Now MRC)	904 Weddell Court Sunnyvale, CA 94089	Copier Supplies	\$0
101.	Renaissance IT Consulting, Inc.	Attn: Kirk Lesser 39962 Cedar Boulevard Suite 121 Newark, CA 94560	IT Consulting - Outsource	\$2,375.00
102.	Republic Services	42600 Boyce Road Fremont, CA 94538	Utilities - Garbage/recycling	\$0
103.	Resources Global Professionals (RGP)	Attn: Ted Macauley PO Box 740909 Los Angeles, CA 90074	Accounting Consultant Services	\$10,600.00
104.	Ring Central Inc.	Attn: Legal Department 20 Davis Drive Belmont, CA 94002	Telephone	\$0

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
105.	Scientific Molding Corporation (SMC)	Attn: Contract Administration 330 SMC Drive Somerset, WI 54025	CMO Services	\$39,970.01
106.	StarNet Insurance Company	11201 Douglas Avenue Urbandale, IA 50322-3707	Package - Insurance	\$0
107.	Steri-Tek	48225 Lakeview Blvd Fremont, CA 94538	Irradiation services	\$0
108.	Steve Elms	34790 Ardentech Court Fremont, CA 94555	Board Indemnity	\$0
109.	Steven Lo	34790 Ardentech Court Fremont, CA 94555	Employment Agreement	\$0
110.	Syneos Health Clinique, Inc.	Global Deal Management 1030 Sync Street Morrisville, NC 27560	Bioanalytical Services	\$2,370.00
111.	Tecomet, Inc.	503 S. Vincent Avenue Azusa, CA 91702	Raw Material supplier	\$0
112.	Therma, LLC	1601 Las Plumas Avenue San Jose, CA 95133	HVAC Preventative Maintenance - GMP	\$75,964.21
113.	Therma, LLC	1601 Las Plumas Avenue San Jose, CA 95133	HVAC Preventative Maintenance - Non Gmp	\$3,051.50
114.	Tri State Insurance Company of Minnesota	10 Roundwind Road Luverne, MN 56156	Workers Compensation - Insurance	\$0

No.	Contract Counterparty	Counterparty Address	Title / Description of Contract	Cure Amount
115.	Underwriters at Lloyds, London	9420 Research Blvd Bldg 3 Suite 400 Austin, TX 78759	Cyber Liability - Insurance	\$0
116.	Verne E. Cowles	Address on file	Consulting Services	\$0
117.	Wheelhouse Life Science Advisors	Attn: Sylvia Wheeler 927 Regalo Way San Ramon, CA 94583	Consulting	\$0
118.	Workiva	Attn: Jill Klindt 2900 University Blvd. Ames, IA 50010	SEC reporting solution	\$0
119.	Worldwide Clinical	Attn: Legal Department 600 Park Offices Drive Suite 200 Research Triangle Park Durham, NC 27709	Trials Early Phase Services/Bioanalytical Sciences	\$382,170.49
120.	XL Specialty Insurance Company	1333 H Street NW, Suite 200 West 20005 Washington, DC 20005	D&O Primary - Insurance	\$0
121.	CSP Technologies	9 Rue du Sandholz Niederbronn-les-Bains, France 67110	Materials	\$74,001.89
<b>TOTAL:</b>				<b>\$3,988,487.29</b>