

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re:

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

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Ref Docket No. 175

OMNIBUS ORDER AUTHORIZING DEBTOR  
TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASE OF NONRESIDENTIAL REAL PROPERTY  
EFFECTIVE AS OF THE REJECTION DATE

Upon the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtor and debtor-in-possession (the “**Debtor**”) for entry of an order (this “**Order**”), authorizing the Debtor to (i) reject the executory contracts and unexpired lease of nonresidential real property (the “**Rejected Contracts**”) set forth on **Annex 1** attached hereto as of the Rejection Date and Lease Rejection Date, as applicable, and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and this Court having found that the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and in accordance with the Bankruptcy Rules and Local Rules and no other notice need be provided;

<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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.



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and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, each Rejected Contract identified on **Annex 1** attached hereto is rejected as of the Rejection Date (August 22, 2022), other than the Lease, which is rejected as of the Lease Rejection Date (August 25, 2022).
3. Any holder of a claim against the Debtor arising from the rejection of the Rejected Contracts and Rejected Lease shall file a proof of claim by the later of (i) thirty days from the entry of this order or (ii) any general bar date established in these chapter 11 cases (such later date, the “**Rejection Bar Date**”). All untimely filed proofs of claim arising from the rejection of the Rejected Contracts or Rejected Lease may be forever barred.
4. The Debtors shall (a) provide notice of the Rejection Bar Date to non-Debtor parties to the Rejected Contracts and Rejected Lease by serving by pre-paid, first-class mail, a copy of this Order, within five days after entry hereof, and (b) file proof of service thereof
5. The Debtor’s residual interest in any remaining personal property at the Premises and associated with the rejected Lease is hereby deemed abandoned and, subject to the Buyer not asserting an interest in such personal property, the Landlord may dispose of any such abandoned personal property.
6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or

amount of any particular claim against a Debtor; (b) a waiver of the Debtor's or any other party in interest's right to dispute any particular claim on any grounds, including that the Rejected Contracts were terminated prior the Petition Date; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtor's or any other party in interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtor's and all other parties in interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens.

7. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 6006 and the Local Rules are satisfied by such notice.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: September 13th, 2022  
Wilmington, Delaware

  
J. KATE STICKLES  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Rejected Contracts**

No.	Contract Counterparty	Notice Address	Title / Description of Contract
1.	Accessible360 (A360 Enterprises, LLC and/or A360)	A360 Enterprises, LLC 600 W. 77th Street, Suite 295 Edina, MN 55435	Website Accessibility Services
2.	ADT Commercial	4384 Enterprise Place Fremont, CA 94538	Fire Alarm Service
3.	Aramark Uniform Service	2680 Palumbo Drive Lexington, KY 40509	Cleaning Services
4.	Biogen	Biogen MA Inc. Attn: Chief Legal Officer 225 Binney Street Cambridge, MA 02142	Feasibility study
5.	Biogen	Biogen MA Inc. Attn: Haiming Wu 225 Binney Street Cambridge, MA 02142	Feasibility study
6.	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

No.	Contract Counterparty	Notice Address	Title / Description of Contract
7.	Camargo Pharmaceutical Services, LLC	<p>Camargo Pharmaceutical Services, LLC  DBA Premier Consulting,  Attn: Billie Guentner  One East 4th Street  Suite 1400  Cincinnati, OH 45202</p> <p>Premier Research International LLC,  Attn: Senior Vice President, Legal  Affairs  3800 Paramount Parkway  Suite 400  Morrisville, NC 27560</p>	Consulting Services
8.	Cantor Fitzgerald	<p>Attn: General Counsel  499 Park Avenue  New York, NY 10022</p> <p>Covington &amp; Burling LLP  Attn: Brian K. Rosenzweig  The NY Times Building  620 Eighth Avenue  New York, NY 10018</p>	Controlled Equity Offering Sales Agreement (ATM)
9.	Concur Technologies, Inc.	601 108th Avenue NE Suite 1000 Bellevue, WA 98004	Cloud Software Services

No.	Contract Counterparty	Notice Address	Title / Description of Contract
10.	Controlled Contamination Services	Spenser McNett 14901 Quorum Drive Suite 510 Dallas, TX 75254  11696 Sorrento Valley Road San Diego, CA 92121	GMP Facility Cleaning Service
11.	Crane Pest Control	2700 Geary Boulevard San Francisco, CA 94118-3498	Pest Control
12.	CSP Technologies, Inc.	960 W. Veterans Blvd Auburn, AL 36832	Contract Manufacturing Services
13.	CSP Technologies	9 Rue du Sandholz Niederbronn-les-Bains, France 67110	Materials
14.	Cummins, Inc.	San Leandro CA PG/MI 14775 Wicks Blvd San Leandro, CA 94577	Maintenance
15.	De Lage Landen Financial	P.O. Box 824018 Philadelphia, PA 19182-4018	Copier Lease
16.	Diamond Communications, Inc.	P.O. Box 328 Madera, CA 93639	Burglar Alarm Service
17.	DocuSign, Inc.	221 Main Street, Suite 1550 San Francisco, CA 94105	E-signature - subscription and support
18.	Emergex Vaccine Holdings LTD	4/5 Dunmore Court, Wootton Road, Abingdon, United Kingdom OX13 6BH	Feasibility and Option Agreement

No.	Contract Counterparty	Notice Address	Title / Description of Contract
19.	ETRADE	Managing Attorney, Etrade Financial Corporate services, Inc. 671 North Glebe Road Arlington, VA 22203	Employee stock plan services
20.	ETRADE	President, Etrade Financial Corporate services, Inc. 4005 Windward Plaza Drive Alpharetta, GA 30005	Employee stock plan services
21.	ETRADE	P.O. Box 3512 Arlington, VA 22203	Employee stock plan services
22.	Eversana Life Science Services, LLC	Attn: General Counsel 190 N Milwaukee St Milwaukee, WI 53202	Sales and Marketing Services
23.	Eversana Life Science Services, LLC	Attn: Mr. Greg Skalicky, Chief Revenue Officer 190 N Milwaukee St Milwaukee, WI 53202	Sales and Marketing Services
24.	Experic LLC	Attn: VP, Marketing and Contracts 2 Clarke Drive Cranbury, NJ 08512	Contract Manufacturing Services
25.	Freshworks	1250 Bayhill Drive Suite 315 San Ramon, CA 95066	SAAS
26.	FTI Consulting, Inc.	Attn: Jason Frankl 555 12th Street NW Suite 700 Washington, DC 20004	NASDAQ Compliance Assistance

No.	Contract Counterparty	Notice Address	Title / Description of Contract
27.	FTI Consulting, Inc.	16701 Melford Blvd, Suite 200 Bowie, MD 20715	NASDAQ Compliance Assistance
28.	Full Spectrum Group, LLC	23332 Mill Creek Dr. Bldg E, Suite 205 Laguna Hills, CA 92653	Equipment Maintenance
29.	Glass Lewis & Co., LLC	255 California Street, Suite 1100 San Francisco, CA 94111	Service Package: North America Tier 3 Starter
30.	GoEngineer, Inc.	739 E Fort Union Blvd Midvale, UT 84047	Software Licenses
31.	H.C. Wainwright & Co., LLC	Attn: Craig M. Schwabe, Managing Director 430 Park Avenue New York, NY 10022  Covington & Burling LLP Attn: Brian K. Rosenzweig The NY Times Building 620 Eighth Avenue New York, NY 10018	Controlled Equity Offering Sales Agreement (ATM)
32.	Harro Höfliger	Attn: Thomas Weller Helmholtzstrasse 4 Allmersbach, Germany 71573	Custom Machinery
33.	Impec Group	Attn: Richard Peterson 3550 Scott Blvd. Santa Clara, CA 95054	Custodial and Janitorial Services

No.	Contract Counterparty	Notice Address	Title / Description of Contract
34.	Indicate Technologies	2065 Martin Avenue Suite 103 Santa Clara, CA 95050	Calibration Services
35.	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
36.	Intuit	2632 Marine Way Mountain View, CA 94043	Accounting Software (prior)
37.	J.M. O'Neill, Inc.	Attn: Con McMahon 304 Earhart Way Livermore, CA 94551	Building contractor for leasehold improvements
38.	John Walker	34790 Ardentech Court Fremont, CA 94555	Consulting
39.	KnowBe4, Inc	33 N. Garden Avenue Suite 1200 Clearwater, FL 33755	IT training
40.	Lighthouse Services, LLC	Attn: Andy Bronstein, Principal 1710 Walton Rd. Suite 204 Blue Bell, PA 19422	Whistleblower Hotline Service
41.	Mastercontrol, Inc.	6350 South 3000 East Salt Lake City, UT 84121	Quality Assurance/Validation software

No.	Contract Counterparty	Notice Address	Title / Description of Contract
42.	Maxim Group LLC	Covington & Burling LLP Attn: Matthew T. Gehl 620 8th Avenue New York, NY 10018	Underwriting Agreement
43.	Maxim Group LLC	Attention Clifford A. Teller 300 Park Avenue 16th Floor New York, NY 10022	Underwriting Agreement
44.	Medidata Solutions, Inc.	Legal Department 350 Hudson Street 9th Floor New York, NY 10014	Software subscription and Professional Services
45.	Merz	Eckenhaimer Landstrabe 100 Frankfurt/Main, Germany 60318	Feasibility study
46.	Microsoft Corporation	Attn: Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052	Azure License
47.	My Equity Comp, LLC	Attn: Cory McLain 80 Blue Ravine Road Suite 110 Folsom, CA 95630	Consulting Services - Stock Plan Outsourcing
48.	NexusCW Inc.	4901 Morena Blvd Suite 122 San Diego, CA 92117	Staffing Agency

No.	Contract Counterparty	Notice Address	Title / Description of Contract
49.	Patheon Manufacturing Services LLC	5900 Martin Luther King Jr. Highway Greenville, NC 27834  c/o Thompson Hine LLP Attn: Louis F. Solimine 312 Walnut Street, Suite 2000 Cincinnati, OH 45202	Technology Transfer Agreement
50.	Patheon Manufacturing Services LLC	Attn: Director of Legal Services 2110 East Galbraith Road Cincinnati, OH 45237-1625  c/o Thompson Hine LLP Attn: Louis F. Solimine 312 Walnut Street, Suite 2000 Cincinnati, OH 45202	Manufacturing and Supply Agreement
51.	Pitney Bowes	Attn: Amber Pichette 2225 American Drive Neenah, WI 54956	Leased equipment
52.	Point Systems	870 Market Street San Francisco, CA 94102-2918	Point purchasing software service
53.	Praxair NKA Linde	Attn: Bill Bright 1950 Loveridge Rd Pittsburg, CA 94565	Product supply
54.	Quality Systems International Corporation	545 Island Road, Suite 2c Ramsey, NJ 07446	WinLIMS license
55.	Rabbit Office Automation (Now MRC)	904 Weddell Court Sunnyvale, CA 94089	Copier Supplies

No.	Contract Counterparty	Notice Address	Title / Description of Contract
56.	Republic Services	42600 Boyce Road Fremont, CA 94538	Utilities - Garbage/recycling
57.	Resources Global Professionals (RGP)	Attn: Ted Macauley PO Box 740909 Los Angeles, CA 90074	Accounting Consultant Services
58.	Ring Central Inc.	Attn: Legal Department 20 Davis Drive Belmont, CA 94002	Telephone
59.	Scientific Molding Corporation (SMC)	Attn: Contract Administration 330 SMC Drive Somerset, WI 54025	CMO Services
60.	Steri-Tek	48225 Lakeview Blvd Fremont, CA 94538	Irradiation services
61.	Syneos Health Clinique, Inc.	Global Deal Management 1030 Sync Street Morrisville, NC 27560	Bioanalytical Services
62.	Tecomet, Inc.	503 S. Vincent Avenue Azusa, CA 91702	Raw Material supplier
63.	Therma, LLC	1601 Las Plumas Avenue San Jose, CA 95133	HVAC Preventative Maintenance - GMP
64.	Therma, LLC	1601 Las Plumas Avenue San Jose, CA 95133	HVAC Preventative Maintenance - Non Gmp
65.	Verne E. Cowles	[Redacted]	Consulting Services

No.	Contract Counterparty	Notice Address	Title / Description of Contract
66.	Wheelhouse Life Science Advisors	Attn: Sylvia Wheeler 927 Regalo Way San Ramon, CA 94583	Consulting
67.	Workiva	Attn: Jill Klindt 2900 University Blvd. Ames, IA 50010	SEC reporting solution
68.	Worldwide Clinical	Attn: Legal Department 600 Park Offices Drive Suite 200 Research Triangle Park Durham, NC 27709	Trials Early Phase Services/Bioanalytical Sciences

No.	Lessor	Notice Address	Leased Premises
1.	BMR-34790 Ardentech Court LP	<p>17190 Bernardo Center Drive San Diego, CA 92128</p> <p>Armstrong Teasdale LLP Attn: Jonathan M. Stemerman 1007 North Orange Street, Third Floor Wilmington, DE 19801 Email: jstemerman@atljp.com</p>	<p>34790 Ardentech Court Fremont, California 94555</p>