

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

Zosano Pharma Corporation,¹

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Obj. Date: June 22, 2022 at 4:00 p.m. (ET)

Hearing Date: June 29, 2022 at 1:00 p.m. (ET)

APPLICATION OF THE DEBTOR FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
SIERRACONSTELLATION PARTNERS, LLC AS FINANCIAL ADVISOR
TO THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE

The above-captioned debtor and debtor-in-possession (the “**Debtor**”) hereby submits this application (the “**Application**”), pursuant to sections 327(a), 328(a), and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”), Rules 2014(a), 2016(b), and 5002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), (i) authorizing the retention and employment of SierraConstellation Partners, LLC (“**SCP**”) as financial advisor to the Debtor, effective as of the Petition Date (as defined herein), pursuant to the terms and conditions set forth in the Engagement Letter (as defined herein), and (ii) providing any additional relief required in order to effectuate the foregoing. In support of this Application, the Debtor submits the *Declaration of Lawrence Perkins in Support of Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of SierraConstellation Partners, LLC as Financial Advisor to the Debtor, Effective as of the Petition Date* (the “**Perkins Declaration**”), attached hereto as **Exhibit B** and incorporated herein by

¹ 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).



reference. A copy of the Engagement Letter between the Debtor and SCP (the “**Engagement Letter**”) is attached to the Perkins Declaration as **Schedule 1** thereto. In further support of this Application, the Debtor respectfully states as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this Motion 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 as of February 29, 2012. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Pursuant to Local Rule 9013-1(f), the Debtor consents to the entry of a final judgment or order with respect to this Motion if it is determined that the Court lacks authority under Article III of the United States Constitution to enter such final order or judgment absent consent of the parties.

Background

3. On June 1, 2022 (the “**Petition Date**”), the Debtor commenced this case (the “**Case**”) by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court.

4. The Debtor continues to operate its business and manage its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee, examiner or official committee of unsecured creditors has been appointed in the Debtor’s Case.

5. Additional information regarding the Debtor’s business and operations, as well as the events precipitating the commencement of this case, is set forth in the *Declaration of Steven*

Lo in Support of the Debtor's Chapter 11 Petition and Requests for First Day Relief (the “**First Day Declaration**”), filed shortly following the Petition Date and incorporated herein by reference.

Relief Requested

6. By this Application, the Debtor seeks entry of an order authorizing it to employ and retain SCP as its financial advisor in this Case, effective as of the Petition Date, pursuant to the terms of the Engagement Letter.

7. The Debtor seeks to retain SCP in order to prepare, guide and assist the Debtor through this Case as outlined in the scope of employment below.

Scope of Employment

8. As set forth in further detail in the Engagement Letter, SCP has agreed to provide certain financial advisory and related services (the “**Services**”) to the Debtor during the Case. A description of each of the Services is summarized below and fully described in the Engagement Letter:²

- Obtain, review, and summarize financial information necessary for the chapter 11 bankruptcy filing, including but not limited to, the voluntary petition, first day motions and statements and schedules;
- Perform financial analyses, including cash flow planning, vendor analysis, and other analysis to support the chapter 11 process;
- Assist the Debtor in preparing and filing court-mandated reporting, such as Schedules of Assets and Liabilities, Statements of Financial Affairs and Monthly Operating Reports;
- Assist the Debtor with its communications, diligence requests and/or negotiations with outside parties including the Debtor's stakeholders, and potential acquirers of the Debtor's assets;
- Assist with the sale of assets and the liquidation of the Debtor;

² The summaries of certain terms of the Engagement Letter herein are qualified in their entirety by reference to the provisions of the Engagement Letter itself. To the extent there is any discrepancy between the summaries contained in this Application and the terms of the Engagement Letter itself, the terms of the Engagement Letter shall control. Unless otherwise defined, capitalized terms used in these summaries shall have the meanings ascribed to them in the Engagement Letter.

- Work with counsel to implement bankruptcy strategy;
- Provide testimony, as necessary, in the Case; and
- Assist in other areas, as needed.

SCP's Qualifications

9. In consideration of the complexity of its business, as well as the exigencies of the circumstances, the Debtor has determined that the services of an experienced financial advisor will substantially enhance its attempts to maximize the value of the estate. The Debtor is familiar with the professional standing and reputation of SCP.

10. SCP is well qualified to provide financial advisory services to the Debtor. SCP is recognized for its experience in providing these services to financially distressed companies, including advising debtors, creditors, and other constituents in chapter 11 proceedings in numerous cases. Among numerous other cases across the United States, SCP has provided financial advisory and restructuring services to entities in a broad range of industry sectors, including healthcare, manufacturing, pharmaceuticals, specialty chemicals, and technology, among others. Some of the chapter 11 cases in which SCP has provided restructuring and advisory services, include: *In re Liberty Asset Mgmt. Corp.*, Case No. 16-13575 (Bankr. C.D. Cal. 2016); *In re Bethel Healthcare, Inc. & Corinthian Sub-Acute & Rehab. Ctr., Inc.*, Case No. 13-12220 (Bankr. C.D. Cal. 2013); *In re NORPAC Foods, Inc.*, Case No. 19-62584 (Bankr. D. Or. 2019); *In re CFO Mgmt. Holdings, LLC*, Case No. 19-40426 (Bankr. E.D. Tex. 2019); *In re J & M Sales Inc.*, Case No. 18-11801 (Bankr. D. Del. 2018); *In re Woodbridge Grp. of Cos. LLC*, Case No. 17-12560 (Bankr. D. Del. 2017); *In re Katy Indus., Inc.*, Case No. 17-11101 (Bankr. D. Del. 2017); *In re Cranberry Growers Coop.*, Case No. 17-13318 (Bankr. W.D. Wis. 2017).

11. The SCP professionals involved with the Debtor's engagement are familiar with the Debtor's business, financial affairs, and capital structure. Since its initial retention on January

28, 2022, SCP has worked closely with the Debtor's management and other professionals to understand the Debtor's business and coordinate the necessary professional services and other vital aspects of preparing for this Case. Accordingly, the Debtor believes that SCP has developed significant relevant experience and expertise regarding the Debtor. The Debtor, therefore, submits that the retention of SCP on the terms and conditions set forth in the Engagement Letter is necessary and appropriate, is in the best interest of the Debtor's estate and creditors, and all other parties in interest, and should be granted.

No Duplication of Services

12. The Debtor intends for SCP's Services to complement, and not duplicate, the services to be rendered by any other professional retained in this Case. SCP understands that the Debtor has retained and may retain additional professionals during the term of the engagement. Subject to applicable professional standards, SCP will comply with reasonable and clear instructions of the Debtor to avoid duplication of services.

Disinterestedness

13. As set forth in greater detail in the Perkins Declaration, SCP has undertaken a check for connections with certain potentially interested parties. To the best of the Debtor's knowledge based upon the Perkins Declaration, and except as otherwise set forth therein, SCP (a) does not hold or represent any interest adverse to the Debtor or its estate, its creditors, or any other party in interest in connection with this Case, and (b) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

14. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of SCP's retention are discovered or arise, SCP will use reasonable efforts to promptly file a supplemental declaration.

Professional Compensation

15. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person on any reasonable terms and conditions of employment, including on an hourly basis. *See* 11 U.S.C. § 328(a). SCP intends to apply for compensation for professional services rendered in connection with the Case subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and orders of this Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by SCP.

16. Subject to the Court's approval and pursuant to the terms and conditions of the Engagement Letter, the Debtor intends to compensate SCP for the Services rendered in this Case based upon SCP's agreed-upon hourly rates for such Services. SCP's hourly rates for the Services are as follows:

TITLE	HOURLY RATE RANGE
Partners	\$895 - \$1,005
Managing Director	\$640 - \$720
Senior Directors	\$580 - \$640
Directors	\$445 - \$525
Senior Associates	\$350
Associates	\$275

17. SCP reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

18. In addition to the hourly rates set forth above, the Debtor and SCP have agreed that SCP shall be reimbursed for any direct expenses incurred in connection with SCP's retention in this Case and the performance of the Services. SCP's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals,

accommodations, and other expenses (including any fees or reasonable expenses of SCP's legal counsel) specifically related to this engagement.

19. The foregoing fee and expense structure is consistent with and typical of compensation arrangements entered into by SCP and other comparable firms that render similar services under similar circumstances. The Debtor believe that the proposed structure is reasonable, market-based, and designed to compensate SCP fairly for its work and to cover fixed and routine overhead expenses.

Indemnification and Limitation of Liability Provisions

20. The Engagement Letter provides that the Debtor will indemnify and hold harmless SCP, and limits the liability of SCP, under certain circumstances (the “**Indemnification Provisions**”).

21. The Indemnification Provisions reflected in the Engagement Letter are customary and reasonable terms of consideration for advisors that provide the types of services described in the Engagement Letter. The terms of the Engagement Letter were fully negotiated between the Debtor and SCP at arm's-length, and the Debtor respectfully submits that the indemnification and limitation of liability language in the Engagement Letter is reasonable and in the best interests of the Debtor, its estate, and creditors.

22. Accordingly, as part of the Application, the Debtor requests that the Court approve the Indemnification Provisions, as outlined in the Engagement Letter, subject during the pendency of the Case to the following modifications:

- a. SCP shall not be entitled to indemnification or reimbursement of expenses pursuant to the Engagement Letter unless such indemnification or reimbursement of expenses is approved by the Court;
- b. notwithstanding any provision of the Engagement Letter to the contrary, the Debtor shall have no obligation to indemnify or provide reimbursement of expenses to SCP for any claim or expense that is either (i) judicially determined

(the determination having become final) to have arisen from SCP's gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtor alleges the breach of SCP's contractual obligations, unless the Court determines that indemnification or reimbursement of expenses would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to SCP's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which SCP should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by the Order; and

- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Case, SCP believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Letter, as modified by this Order, including without limitation the advancement of defense costs, SCP must file an application therefor in this Court, and the Debtor may not pay any such amounts to SCP before the entry of an order by this Court approving any such payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request by SCP for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtor's obligation to indemnify.

Basis for Relief

23. Section 327(a) of the Bankruptcy Code permits the employment of professionals who "do not hold or represent an interest adverse to the estates, and that are disinterested persons." 11 U.S.C. § 327(a). As described above, SCP satisfies the disinterestedness standard of section 327(a) of the Bankruptcy Code.

24. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person on any reasonable terms and conditions of employment, including on an hourly basis. *See* 11 U.S.C. § 328(a).

25. Further, Rule 2014(a) of the Bankruptcy Rules requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the

professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a). The requirements set forth by Bankruptcy Rule 2014 are satisfied by this Application.

26. As set forth above, SCP intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with this Case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court and consistent with the fee structures set forth in the Engagement Letter.

27. The Debtor believes that the fee structure appropriately reflects the nature and scope of services to be provided by SCP in this Case, SCP's substantial experience with respect to financial advisory services, and the fee structures typically utilized by leading firms.

28. The Debtor also acknowledges and agrees that the fee structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort has been and will continue to be required of SCP and its professionals in this Case.

29. For the reasons described above, the Debtor believes that SCP is the best qualified firm to provide the financial advisory services sought by the Debtor. Accordingly, the Debtor submits that the immediate retention of SCP is in the best interests of the Debtor and its estate, its creditors, and all other parties in interest.

**Request for Approval of Retention of
SCP Effective as of the Petition Date**

30. The Debtor requests that SCP's retention be made effective as of the Petition Date in order to allow SCP to be compensated for the work it performed for the Debtor following the

Petition Date and prior to the Court's consideration and approval of this Application. With the filing of this Case, SCP will immediately have to turn its attention to urgent matters including, but not limited to, assisting as required with a variety of issues which are expected to arise as a result of this chapter 11 filing. The Debtor submits that under the circumstances, retroactive approval to the Petition Date is warranted. *See F/S Airlease II, Inc. v. Simon (In re F/S Airlease II, Inc.)*, 844 F.2d 99, 103 (3d Cir. 1988), *cert. denied*, 488 U.S. 852 (1988); *Indian River Homes, Inc. v. Sussex Trust Co.*, 108 B.R. 46, 51 (D. Del. 1989) (approval of debtor's employment of attorney and real estate agent as of a prior date was not an abuse of discretion).

Notice

31. Notice of this Application has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the District of Delaware; (b) creditors holding the thirty (20) largest unsecured claims against the Debtor; (c) any party entitled to notice pursuant to Bankruptcy Rule 2002; and (d) any other party who has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

32. No previous application for the relief sought herein has been made to this or any other court.

[Signature on Next Page]

Conclusion

WHEREFORE, the Debtor respectfully requests that this Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: June 8, 2022

Respectfully submitted,

/s/ Steven Lo

Name: Steven Lo

Title: Chief Executive Officer

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,¹

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Ref. Docket No. ____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
SIERRACONSTELLATION PARTNERS, LLC AS FINANCIAL ADVISOR
TO THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”)² of the above-captioned debtor and debtor-in-possession (the “**Debtor**”), pursuant to sections 327(a), 328(a), and 1107(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a), 2016(b), and 5002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), for entry of an order: (i) authorizing the retention and employment of SierraConstellation Partners, LLC (“**SCP**”) as financial advisor to the Debtor, effective as of June 1, 2022 (the “**Petition Date**”), pursuant to the terms and conditions set forth in the Engagement Letter, and (ii) providing any additional relief required in order to effectuate the foregoing; and upon the *Declaration of Lawrence Perkins in Support of Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of SierraConstellation Partners, LLC as Financial Advisor to the Debtor, Effective as of the Petition Date* (the “**Perkins Declaration**”); and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this Case and the Application in this district is proper pursuant to 28 U.S.C.

¹ 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, CA 94555 (8360).

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

§§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court finding that SCP is “disinterested,” that SCP represents no interest adverse to the Debtor’s estate, SCP is otherwise eligible for retention pursuant to the Bankruptcy Code, and that the terms of the engagement are reasonable and appropriate; and this Court having determined that the relief requested in the Application is in the best interests of the Debtor, its estate, its creditors and other parties in interest; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Debtor is authorized, pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, to retain and employ SCP as its financial advisor, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter, and to pay fees and reimburse expenses to SCP on the terms set forth in the Engagement Letter.
3. The terms of the Engagement Letter are reasonable terms and conditions of employment and are approved, as modified by this Order.
4. SCP shall file applications and be compensated for fees and reimbursed for out-of-pocket expenses pursuant to the Bankruptcy Code in accordance with the terms of the Engagement Letter, and all fees and out-of-pocket expense reimbursements to be paid to SCP shall be subject to review only pursuant to the standard of review set forth in section 328(a) of the Bankruptcy Code, and not subject to the standard of review set forth in section 330 of the Bankruptcy Code, except as otherwise set forth herein.

5. SCP is authorized to hold any retainer balance from the Debtor not applied as of the Petition Date as an evergreen retainer providing security throughout the Case.

6. SCP shall file monthly, interim, and final fee applications for allowance of compensation for services rendered and reimbursement of its expenses with respect to services rendered in this Case with the Court. SCP's fee applications shall be prepared in accordance with the applicable procedures of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

7. Notwithstanding anything to the contrary contained herein, the U.S. Trustee retains all rights to respond or object to SCP's applications for compensation and reimbursement of out-of-pocket expenses based on the reasonableness standard in section 330 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of SCP's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of SCP's fees.

8. SCP is entitled to reimbursement of actual and necessary expenses, including legal fees related to the Application and future fee applications as approved by this Court, provided, however, that SCP shall not seek reimbursement of any fees incurred defending any of SCP's fee applications in this Case.

9. No agreement or understanding exists between SCP and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with the Case, nor shall SCP share or agree to share compensation

received for services rendered in connection with the Case with any other person other than as permitted by section 504 of the Bankruptcy Code.

10. Notwithstanding anything in the Application to the contrary, SCP shall (i) to the extent that SCP uses the services of independent contractors or subcontractors (collectively, the “**Contractors**”) in this Case, pass through the cost of such Contractors to the Debtor at the same rate that SCP pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for SCP; and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

11. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of this Case to the following:

- a) SCP shall not be entitled to indemnification or reimbursement of expenses pursuant to the Engagement Letter unless such indemnification or reimbursement of expenses is approved by the Court;
- b) notwithstanding any provision of the Engagement Letter to the contrary, the Debtor shall have no obligation to indemnify or provide reimbursement of expenses to SCP for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from SCP’s gross negligence, willful misconduct or bad faith, (ii) for a contractual dispute in which the Debtor alleges the breach of SCP’s contractual obligations, unless the Court determines that indemnification, contribution or reimbursement of expenses would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to SCP’s gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which SCP should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by the Order; and
- c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Case, SCP believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor’s indemnification, contribution and/or reimbursement obligations under the Engagement Letter, as modified by this Order, including without limitation the advancement of defense costs, SCP must file an application therefor in this Court, and the Debtor may not pay any such amounts to SCP

before the entry of an order by this Court approving any such payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request by SCP for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtor's obligation to indemnify, or make contributions or reimbursements to, SCP. All parties in interest shall retain the right to object to any demand by SCP for indemnification, contribution and/or reimbursement.

12. Any limitation of liability pursuant to the terms and conditions set forth in the Engagement Letter, or otherwise, is hereby eliminated.

13. Notwithstanding any applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. To the extent there is any inconsistency between the terms of the Application, the Engagement Letter, and this Order, the express terms of this Order shall govern.

15. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

16. Notice of the Application as provided therein shall be deemed good and sufficient notice and such satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

17. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit B

Declaration

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,¹

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

**DECLARATION OF LAWRENCE PERKINS IN SUPPORT OF APPLICATION OF
THE DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF SIERRACONSTELLATION PARTNERS, LLC AS FINANCIAL
ADVISOR TO THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE**

I, Lawrence Perkins, under penalty of perjury, declare as follows:

1. I am the Chief Executive Officer of SierraConstellation Partners, LLC (“SCP”). I provide this Declaration on behalf of SCP in support of the application (the “**Application**”)² of the above-captioned debtor (the “**Debtor**”) to employ and retain SCP to provide certain financial advisory services, effective as of June 1, 2022 (the “**Petition Date**”), pursuant to the terms and conditions set forth in the Engagement Letter between the Debtor and SCP (the “**Engagement Letter**”). A copy of the Engagement Letter is attached hereto as **Schedule 1**.

2. The facts set forth in this Declaration are based upon my personal knowledge, information, and belief, and upon client matter records kept in the ordinary course of business that were reviewed by me or other employees of SCP under my supervision and direction. The procedures pursuant to which SCP determined whether there were any connections between SCP and interested parties in this Case are described below. The results of that investigation are set forth herein and in **Schedule 3** appended hereto.

¹ 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).

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

Scope of Services

3. As set forth in further detail in the Engagement Letter, subject to Court approval, SCP has agreed to provide certain services pursuant to the terms of the Engagement Letter (the “Services”). Subject to the detailed description in the Engagement Letter, a summary of the Services is set forth below:

- Obtain, review, and summarize financial information necessary for the chapter 11 bankruptcy filing, including but not limited to, the voluntary petition, first day motions and statements and schedules;
- Perform financial analyses, including cash flow planning, vendor analysis, and other analysis to support the chapter 11 process;
- Assist the Debtor in preparing and filing court-mandated reporting, such as Schedules of Assets and Liabilities, Statements of Financial Affairs and Monthly Operating Reports;
- Assist the Debtor with its communications, diligence requests and/or negotiations with outside parties including the Debtor’s stakeholders, and potential acquirers of the Debtor’s assets;
- Assist with the sale of assets and the liquidation of the Debtor;
- Work with counsel to implement bankruptcy strategy;
- Provide testimony, as necessary, in the Case; and
- Assist in other areas, as needed.

SCP Qualifications

4. SCP is well qualified to provide financial advisory services to the Debtor. SCP is recognized for its experience in providing these services to financially distressed companies, including advising debtors, creditors, and other constituents in chapter 11 proceedings in numerous cases.

5. Among numerous other cases across the United States, SCP has provided financial advisory and restructuring services to entities in a broad range of industry sectors, including

healthcare, manufacturing, pharmaceuticals, specialty chemicals, and technology, among others. Some of the chapter 11 cases in which SCP has provided restructuring and advisory services, include: *In re Liberty Asset Mgmt. Corp.*, Case No. 16-13575 (Bankr. C.D. Cal. 2016); *In re Bethel Healthcare, Inc. & Corinthian Sub-Acute & Rehab. Ctr., Inc.*, Case No. 13-12220 (Bankr. C.D. Cal. 2013); *In re NORPAC Foods, Inc.*, Case No. 19-62584 (Bankr. D. Or. 2019); *In re CFO Mgmt. Holdings, LLC*, Case No. 19-40426 (Bankr. E.D. Tex. 2019); *In re J & M Sales Inc.*, Case No. 18-11801 (Bankr. D. Del. 2018); *In re Woodbridge Grp. of Cos. LLC*, Case No. 17-12560 (Bankr. D. Del. 2017); *In re Katy Indus., Inc.*, Case No. 17-11101 (Bankr. D. Del. 2017); *In re Cranberry Growers Coop.*, Case No. 17-13318 (Bankr. W.D. Wis. 2017). As a result, SCP is well qualified to perform the Services and represent the Debtor's interest in this Case.

6. The SCP professionals involved with the Debtor's engagement are familiar with the Debtor's business, financial affairs, and capital structure. Since its initial retention on January 28, 2022, SCP has worked closely with the Debtor's management and other professionals to understand the Debtor's business and coordinate the necessary professional services and other vital aspects of preparing for this Case. Accordingly, the Debtor believes that SCP has developed significant relevant experience and expertise regarding the Debtor. Therefore, the Debtor submits that the retention of SCP on the terms and conditions set forth in the Engagement Letter is necessary and appropriate; is in the best interests of the Debtor's estate and creditors and all other parties in interest; and should be granted.

Professional Compensation

7. Subject to the Court's approval and pursuant to the terms and conditions of the Engagement Letter, SCP intends to charge for the Services rendered in this Case based upon its agreed hourly rates for such Services. SCP's applicable hourly rates for the Services by level of professional are as follows:

TITLE	HOURLY RATE RANGE
Partners	\$895 - \$1,005
Managing Director	\$640 - \$720
Senior Directors	\$580 - \$640
Directors	\$445 - \$525
Senior Associates	\$350
Associates	\$275

8. SCP reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

9. In addition to the hourly rates set forth above, the Debtor and SCP have agreed that SCP shall be reimbursed for any direct expenses incurred in connection with SCP's retention in this Case and the performance of the Services set forth in the Engagement Letter. SCP's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations, and other expenses (including any fees or reasonable expenses of SCP's legal counsel) specifically related to this engagement.

10. The foregoing fee and expense structure is consistent with and typical of compensation arrangements entered into by SCP and other comparable firms that render similar services under similar circumstances. The Debtor believe that the proposed structure is reasonable, market-based, and designed to compensate SCP fairly for its work and to cover fixed and routine overhead expenses.

Certain Terms of Engagement

11. A copy of the Engagement Letter is submitted with this Declaration and the Application.³ SCP's provision of Services is contingent upon the Court's approval of the terms and conditions set forth in the Engagement Letter.

³ To the extent that this Declaration and the terms of the Engagement Letter are inconsistent, the terms of the respective components of the Engagement Letter shall control.

12. The Engagement Letter contains certain Indemnification Provisions, subject during the pendency of the Case to the following modifications:

- a. SCP shall not be entitled to indemnification or reimbursement of expenses pursuant to the Engagement Letter unless such indemnification or reimbursement of expenses is approved by the Court;
- b. notwithstanding any provision of the Engagement Letter to the contrary, the Debtor shall have no obligation to indemnify or provide reimbursement of expenses to SCP for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from SCP's gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtor alleges the breach of SCP's contractual obligations, unless the Court determines that indemnification or reimbursement of expenses would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to SCP's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which SCP should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by the Order; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Case, SCP believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Letter, as modified by this Order, including without limitation the advancement of defense costs, SCP must file an application therefor in this Court, and the Debtor may not pay any such amounts to SCP before the entry of an order by this Court approving any such payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request by SCP for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtor's obligation to indemnify.

Disinterestedness and Disclosure of Connections

13. In connection with SCP's proposed retention by the Debtor, SCP received from the Debtor a list of potential parties in interest ("**Potentially Interested Parties List**") and searched or caused to be searched certain databases to determine whether SCP has provided in the recent past or is currently providing services to such parties in interest. SCP also directed that a conflicts check be performed using SCP's standard conflicts check procedures. A copy of the Potentially

Interested Parties List is attached hereto as **Schedule 2**. To the extent that SCP's research of relationships with parties in interest in this Case indicated that SCP has had in the recent past, or currently has, a client relationship with such parties in interest in matters unrelated to this Case, SCP has so indicated in the attached **Schedule 3** to this Declaration. Should additional significant relationships with parties in interest become known to SCP, a supplemental declaration will be filed by SCP with the Court.

14. To the best of my knowledge, information, and belief, formed after reasonable inquiry, except as otherwise set forth herein, SCP has not rendered services to any parties in interest that may have a connection with the Debtor, or this Case. SCP believes that there are no relationships that may otherwise impair SCP's ability to objectively perform the Services on behalf of the Debtor. Furthermore, SCP will not accept any engagement that would require SCP to represent an interest materially adverse to the Debtor.

15. As part of its practice, SCP appears in cases, proceedings and transactions involving many different attorneys, professionals, and creditors, some of which may represent or be claimants and/or parties in interest in this Case. SCP will have no relationship with any such person or entity which relationship would be materially adverse to the Debtor.

16. SCP may perform services for clients that relate to the Debtor merely because such clients may be creditors or counterparties to transactions with the Debtor and such clients' assets and liabilities may thus be affected by the Debtor's status. The disclosures set forth herein do not include any specific indication of such services.

17. To the best of my knowledge, information, and belief, neither the undersigned nor the SCP professionals expected to assist the Debtor in this Case are connected to any United States

Bankruptcy Judge for the District of Delaware, the U.S. Trustee for the District of Delaware, or the Assistant U.S. Trustee assigned to this Case.

18. Despite the efforts described above to identify and disclose connections with parties in interest in this Case, because the Debtor has numerous creditors and other relationships, SCP is unable to state with certainty that every client representation or other connection of SCP with parties in interest in this Case has been disclosed herein. In this regard, if SCP discovers additional information that requires disclosure, SCP will file supplemental disclosures with the Court.

19. At the Debtor's request, SCP began providing services postpetition as of the bankruptcy filing on the Petition Date. Therefore, the Debtor and SCP request approval that the Application be granted as of the Petition Date.

20. Since February 2022 to the Petition Date, SCP received a total of \$863,045.83 from the Debtor (the "**Pre-Petition Payments**"). Of the Pre-Petition Payments, SCP received \$638,045.83 for pre-petition services and expenses⁴ and retainer payments totaling \$225,000 (collectively, the "**Retainer**"). Just prior to the Petition Date, SCP applied \$59,655 of the Retainer to its final invoice for pre-petition services—reducing the Retainer to \$165,345.00. SCP requests that the balance of the Retainer available as of the Petition Date constitute an evergreen retainer as security for post-petition services and expenses.

21. During the 90-day period prior to the Petition Date, SCP received from the Debtor \$175,000 in retainer payments and \$566,287.73 for pre-petition services and expenses, totaling \$741,287.73.

22. To the best of my knowledge, information and belief formed after reasonable inquiry, SCP and its professionals and employees who will work on the engagement (i) are not

⁴ As of the Petition Date, SCP has invoiced \$697,700.83 pre-petition for services and expenses.

creditors, equity security holders, or insiders of the Debtor; (ii) are not and were not, within two years before the Petition Date, a director, officer or employee of the Debtor; and (iii) do not have an interest materially adverse to the interest of the Debtor's estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship. As a result, SCP does not hold nor represent any interest materially adverse to the Debtor in the matters for which SCP is proposed to be retained. In addition, the proposed employment of SCP is not prohibited by or improper under Bankruptcy Rule 5002. Accordingly, I believe that SCP is eligible for retention by the Debtor under the Bankruptcy Code.

23. SCP and the professionals that it employs are qualified to represent the Debtor in the matters for which SCP is proposed to be employed.

24. Except as otherwise set forth herein, SCP has not shared or agreed to share any of its compensation in connection with this matter with any other person other than professionals of SCP.

25. SCP intends to apply to the Court for payment of compensation and reimbursement of expenses to be paid by the Debtor in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and pursuant to any additional procedures that may be established by the Court in this Case.

26. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 8, 2022

/s/ Lawrence Perkins
Lawrence Perkins, CEO
SierraConstellation Partners, LLC

Schedule 1

Engagement Letter



January 28, 2022

Board of Directors
Zosano Pharma Corporation
34790 Ardentech Court
Fremont, California 94555

Re: Terms of Engagement of SierraConstellation Partners LLC

Dear Zosano Board of Directors:

We are pleased that Zosano Pharma Corporation (“you” or the “Company”) has engaged SierraConstellation Partners LLC (“SCP”) to perform the Services (as defined below). This letter (the “Engagement Letter”) together with the Standard Terms and Conditions (the “Standard Terms”) annexed hereto and incorporated by reference (collectively, the “Agreement”) sets forth the agreed-upon terms of our engagement (the “Engagement”).¹

You shall, by executing this letter, engage SCP for the purposes of providing business advice and consultation to you regarding the Company’s current challenges. We will also work with you toward the implementation of whatever strategies are most appropriate to achieve your objectives and will advise the board of the Company on strategic alternatives available to the Company to maximize value. On or about the Effective Date (as defined in the Standard Terms) SCP shall provide the following services (“Services”) to include, but not be limited to:

- Work closely with the existing management to assess the current situation and provide guidance related to cash flow management and the identification of strategic alternatives, which may include but not be limited to asset or equity sales, joint venture and partnership opportunities, and restructuring, amendment or refinancing of existing liabilities;
- Perform financial analyses, including cash flow planning, vendor analysis, and other analysis to support the strategic alternatives;
- Provide management support in evaluating and responding to the vendors, lenders and auditors during negotiations;
- If needed, prepare a comprehensive asset recovery analysis to determine path forward to maximize recovery;
- Prepare a presentation to the board of directors for the various alternatives and execution plan for next steps;
- Execute strategic alternatives identified above;
- Support the Company in raising additional capital to provide liquidity;

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Standard Terms.

Zosano Pharma Corporation
January 28, 2022

- Negotiate with vendor on liability resolution or payment plans based on available liquidity;
- Negotiate with the lender on potential forbearance and/or other alternatives to mitigate cash burn;
- Work with counsel to assess and execute the liability management plan and implement strategic alternatives; and
- Manage any day-to-day restructuring process in conjunction with management.
- Provide expert or other testimony and support related to the foregoing as may be requested by the Company.

In addition, SCP shall provide such other services as may be agreed to by SCP and the Company based on discussions with you as the engagement progresses and additional information is obtained. We shall have no responsibility to update our Services without a written agreement.

Company is retaining Lawrence Perkins of SCP to serve as Engagement Principal (the “Engagement Principal”) and maintain overall responsibility for the engagement on behalf of SCP. The Engagement Principal shall select and assign employees of SCP to perform the Services (such employees, together with the Engagement Principal, collectively, the “SCP Personnel”).

SCP’s fees for the Services will be at the rates set forth below. There will be a \$50,000 retainer paid to SCP at the execution of this Agreement (the “Retainer”). This Retainer will be held by SCP as an advance towards Services and Reimbursable Expenses and applied as set forth in the Standard Terms. Any portion of the Retainer that is unused at the time this engagement is terminated will be returned to the Company.

Lawrence Perkins as Engagement Principal:	\$785/hr.
Partners:	\$895/hr. to \$1,005/hr.
Managing Directors:	\$640/hr. to \$720/hr.
Senior Directors:	\$580/hr. to \$640/hr.
Directors:	\$445/hr. to \$525/hr.
Senior Associates:	\$350/hr.
Associates:	\$275/hr.

SCP will work with the Company to identify a mutually agreeable success fee, if possible, for the execution of the project.


If the foregoing is acceptable to you, please sign this letter, initial the terms and conditions and return to me. This Agreement will be effective, and we will commence providing the Services, on the date that we receive this letter counter-signed by you (the “Effective Date”). If you have any questions, please call me at (213) 289-9061.

We appreciate the opportunity to work for you and look forward to your prompt response.

Zosano Pharma Corporation
January 28, 2022

Very truly yours,

Sierra Constellation Partners LLC


DocuSigned by:
By: 
55DE923F54D741A6
Lawrence Perkins, Founder & CEO

Agreed and Accepted by:

Zosano Pharma Corporation

DocuSigned by:
By: 
5CDD5B560C784BB...
Ken Greathouse, Lead Independent Director

Acknowledged and Agreed by:

DocuSigned by:
By: 
83D92E200C0547A...
Steven Lo, President and Chief Executive Officer

Zosano Pharma Corporation
January 28, 2022

Standard Terms & Conditions

The terms and conditions set forth below (the “Standard Terms”) are incorporated by reference into that certain Engagement Letter by and between SierraConstellation Partners LLC (“SCP”) and Zosano Pharma Corporation (“you” or the “Company”) dated as of January 28, 2022 (the “Engagement Letter” and together with the Standard Terms, the “Agreement”).

FEES AND EXPENSES

1. Effective Date. As used in the Agreement, the term “Effective Date” shall mean the date upon which (a) SCP receives the Engagement Letter signed by a person at the Company with the authority to enter into the Agreement and bind the Company, and (b) SCP receives the Retainer.
2. Invoices. SCP will provide an invoice for Services to Company on a weekly basis (the “Invoice”). Each Invoice will provide sufficient details identifying the Services rendered and the Reimbursable Expenses incurred. The foregoing notwithstanding, in the exercise of its professional judgment, SCP may determine to provide an invoice containing either (or both) a summary description of Services rendered and/or an estimate of the fees incurred during such period; such estimate subject to reconciliation of actual time spent.
3. Payment of Invoices and Replenishment of Retainer. Payment of each Invoice is due upon receipt by Company and shall be deducted from the Retainer as and when issued by SCP. Company shall maintain the Retainer by replenishing the Retainer by wire transfer within three (3) Business Days of the issuance of an Invoice. If the Retainer is not replenished in full when due, you agree that SCP has the rights and options, in its discretion until the Retainer is replenished and/or all outstanding Invoices are paid in full: (i) to suspend or terminate Services and/or (ii) withhold delivery of Services, testimony, Deliverables (as defined herein), reports or data (written or oral); in which event you agree that SCP will not be liable for any resulting losses, damages or expenses in connection with or resulting from such suspension, withholding or termination of Services or any delay in completion of or performance of the Services or compliance with any deadlines or timelines related to the Services.
4. Reimbursable Expenses. SCP will be reimbursed timely by you for any and all reasonable, actual out-of-pocket expenses incurred in connection with or related to the Services, including but not limited to the fees and expenses of counsel retained by SCP to advise SCP on Services that concern the Company, airfare, hotel, car rental, photocopying charges, telephone calls, postage, shipping, meals, report preparation, delivery services, and other costs (collectively, the “Reimbursable Expenses”). Company agrees to reimburse SCP for individual, itemized expenses in the amount of less than \$75 without a copy of the original invoice or other documents.
5. Taxes. Company shall be responsible for any taxes imposed on the Services or on the Engagement, other than taxes imposed by employment withholding for SCP Personnel or on SCP income or property.

INFORMATION, ASSISTANCE AND DELIVERABLES

6. Information, Access to Information. The Company shall use all reasonable efforts to: (i) provide SCP Personnel with access to Company management and other representatives of the Company; and (ii) furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that SCP Personnel request in connection with and in furtherance of their performance of the Services. SCP Personnel shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and all information that is furnished to SCP and SCP Personnel by or on behalf of the Company and otherwise reviewed by SCP Personnel in connection with the Services. The Company acknowledges and agrees that SCP Personnel are not responsible for the accuracy or completeness of such information and shall not be responsible to the Company or any third party for any inaccuracies or omissions therein. SCP is under no obligation to update data submitted to SCP or to review any other areas of the Company’s business or operations unless specifically set forth in the Engagement Letter or as mutually agreed by and between the Company and SCP in writing. The source of such information, whether the Company, management or other third party, as the case may be, shall be responsible for any and all financial information provided to SCP pursuant to this Agreement. Furthermore, unless specifically retained to do so, SCP will not independently examine, compile or verify any financial information provided to SCP by the Company and/or Company management, as the case may be. You shall use reasonable skill, care and attention to ensure that all information and documentation we may reasonably require is provided to us on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You will also make reasonable efforts to notify us promptly if you subsequently learn that the information provided is outdated, incorrect or inaccurate or otherwise should not be relied upon; and, in addition, you may not rely upon any Deliverable that contains outdated, incorrect or inaccurate information which you know or have reason to believe is outdated, incorrect or inaccurate.
7. Cooperation and Responsibilities. The Company shall cooperate with SCP in the performance of the Services. The Company shall be responsible for, among other things (a) the performance of its personnel and agents, (b) the accuracy and completeness of all data and information provided to SCP for purposes of the performance of the Services, (c) designating a competent, responsible person to oversee the Services (d) evaluating the adequacy and results of the Services, (e) accepting responsibility for the results of the Services, and (f) establishing and maintaining internal controls, including monitoring ongoing activities. SCP’s performance is dependent upon the timely and effective satisfaction of the Company’s responsibilities hereunder and timely decisions and approvals of the Company in connection with the Services.
8. Forward Looking Statements. You understand that the Services may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company’s operations, which may materially and adversely differ from those projections and statements. Moreover, SCP will be relying upon information provided by the Company in the preparation of those projections and other forward-looking statements.
9. Deliverables. The tangible items specified as deliverables or work product in the Engagement Letter (the “Deliverables”) are complete only when presented in their entirety and only for the purpose stated therein. Furthermore, (i) neither the Services nor any Deliverables, in whole or in part, shall constitute a fairness or solvency opinion; (ii) SCP will not provide any legal advice or address any questions of law; and (iii) the performance of the Services

Zosano Pharma Corporation
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does not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls, or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants (“AICPA”), the Public Company Accounting Oversight Board (the “PCAOB”), or other state or federal professional or regulatory body. Upon full payment to SCP hereunder, and subject to the terms and conditions contained herein, (i) the tangible items specified in the Deliverables shall become the property of Company.

LIMITATIONS ON SERVICES

10. Use and Purpose of Advice and Deliverables. Any advice given, communication (oral or written), report or Deliverable issued by SCP is provided solely for the use and benefit of the Company and only in connection with the Services. Unless required by law, rule or regulation or with the prior consent of SCP, the Company shall not share or disclose any advice given, communication, report or Deliverable to any third party (a “Third Party”) or refer to the Services. Neither the Services nor any Deliverables are intended for the express or implied benefit of any Third Party. Unless otherwise agreed to in writing by SCP, no Third Party is entitled to rely in any manner or for any purpose on the Services or Deliverables. Regardless of whether consent has been provided by SCP or disclosure is mandated as a matter of law or disclosure is made in violation of the Standard Terms, under no circumstances shall SCP assume any responsibility to any Third Party to whom any such advice, communication, report or Deliverable is disclosed or otherwise made available. The Services and this Engagement do not create privity between SCP and any Third Party.

11. No Audit, Review or Compilation. The Company acknowledges and agrees that SCP is not being retained to, and SCP Personnel are not being requested to, perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA, the SEC or other state or federal professional or regulatory body.

12. No Assurances. The Services will not result in the issuance of any written or oral communications by SCP to the Company or any Third Party expressing any opinion, conclusion, or any other form of assurance with respect to, among other things, accounting policies, financial data, financial statements and related footnotes, appropriate application of generally accepted accounting principles, disclosure, operating or internal controls, compliance with the rules and regulations of the SEC or the PCAOB, compliance with the Sarbanes-Oxley Act of 2002 and related rules and regulations, or any other matters our services cannot be relied upon to disclose errors or fraud should they exist. The Services to be provided by SCP will not include any predictions or provide any opinions or other assurances concerning the outcomes of future events, including, without limitation, those that pertain to the operating results of any entity, the achievability of any business plan, the success of any investment, the recovery of any asset, or the ability to pay any debt. The Company expressly acknowledges that SCP does not guarantee, warrant, or otherwise provide any assurances regarding the outcome of any of the Company’s strategies or objectives as set forth in this Agreement.

13. No Assessment of Other Professionals Work. The Services may include access to the work of other professional advisors or to financial statements or financial information or data reported on by such other professional advisors. The Company agrees that such access is not for the purpose of affirming or evaluating the procedures or professional standards used by such other professional advisors. In this regard, we call your attention to the possibility that other professional advisors may perform procedures concerning the same information or data, and perhaps the same accounts and records, and reach different observations than SCP for a variety of reasons, including the possibilities that additional or different information or data might be provided to them that was not provided to SCP, that they might perform different procedures from SCP, or that professional judgments concerning, among others, complex, unusual, or poorly documented matters may differ.

14. Strategic Decisions. Neither SCP nor any SCP Personnel, assume any responsibility for the Company’s decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. SCP and SCP Personnel shall be responsible for implementation only of the Services and only to the extent and in the manner directed and authorized by the Company.

15. Limitations on Warranties. This is a services engagement. SCP warrants that it shall perform the Services in good faith and with due professional care. SCP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Limitations on Damages. SCP, its subsidiaries and subcontractors, and their respective personnel shall not be liable to Company for any claims, liabilities, or expenses relating to this Engagement (“Company Claims”) for an aggregate amount in excess of the fees paid to SCP pursuant to this Engagement, except to the extent resulting from the gross negligence, bad faith or intentional misconduct of SCP, its subsidiaries or its subcontractors. In no event shall SCP, its subsidiaries or subcontractors, or their respective personnel be liable to the Company for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Company Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, you agree that the aggregate liability of SCP, its subsidiaries and subcontractors, and their respective personnel for any Company Claim shall not exceed an amount that is proportional to the relative fault that the conduct of SCP and its subcontractors bears to all other conduct giving rise to such Company Claim.

17. Expert Witness Services. Unless specifically included in the description of Services contained in the Engagement Letter, it is understood that the engagement of SCP and/or SCP Personnel to provide services as an expert witness, with respect to written reports, testimony or otherwise, in connection with or related to any administrative or judicial proceeding, or perform any level of related investigation (collectively, “Expert Witness Services”), is excluded from the definition of Services in this Agreement.

18. No Expert Advice on Securities Matters. SCP is not an expert under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and will not consent to be a named expert in any Company filings with the SEC under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or otherwise.

INDEMNIFICATION

19. Indemnification, Generally. As part of the consideration for SCP’s agreement to furnish the Services, the Company agrees to indemnify and hold harmless SCP and its owners, partners, members, managers, officers, directors, agents, employees, consultants, attorneys and agents and any successors or assigns thereof (each, an “SCP Indemnified Party”) to the fullest extent lawful from any and all claims, liabilities losses, damages, debts, judgments and/or expenses or actions (collectively, “Indemnified Claims”) in respect thereof, incurred, related to or arising out of or in connection with the Services, the

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Engagement and/or this Agreement, including, without limitation, any and all such SCP Indemnified Parties' reasonable out-of-pocket costs, fees and expenses incurred in connection with investigating, preparing, defending, or settling any Indemnified Claim arising from or relating to such liabilities, including all of such SCP Indemnified Parties' reasonable legal fees and expenses; provided, however, that the Company shall not be responsible for any Indemnified Claim to the extent, and only to the extent, that it is determined by a final, non-appealable order of a court of competent jurisdiction that such Indemnified Claim was caused by such SCP Indemnified Party's bad faith, willful misconduct or gross negligence. The indemnity and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Company may have to SCP at common law or otherwise, (ii) shall survive the completion of the Engagement, as amended, modified or extended, and/or the termination of this Agreement, (iii) shall apply to any modification of this Agreement or revisions to the Services, and (iv) shall be binding on any successor or assign of Company and its successors or assigns.

RELATIONSHIP OF THE PARTIES

20. Independent Contractor. SCP is an independent contractor under this Agreement. This Agreement is not intended to create and does not create an employment agreement. No one on behalf of SCP, nor any members, managers, directors, employees, agents, independent consultants or contractors thereof, shall be considered to be a director, officer, member, manager, partner, control person, employee, representative, agent, or insider of Company unless expressly agreed to in a writing signed by SCP. As an independent contractor, SCP will have exclusive control over the management and operation of SCP, including hiring and paying the wages or other compensation of its personnel. Unless expressly provided otherwise in the Agreement, SCP and the SCP Personnel that provide services hereunder may also provide services to other past, present or future SCP clients in connection with unrelated matters. In addition, SCP may utilize the services of its own employees or services of qualified independent contractors to perform this Agreement in addition to the SCP Personnel.

21. No Fiduciary Relationship. Nothing in this Agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between the Company, including, without limitation, the Company's directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, agents, or creditors, on the one hand; and SCP, SCP Personnel, affiliated, consultants, directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, attorneys, agents, successors or assigns, on the other hand.

22. No Agency Relationship. Except as set forth in this Agreement, the Services are not intended to and do not create an agency relationship between Company and SCP.

23. No Tenancy Created. If SCP is provided with access to or use of Company's facilities for the purpose of performing the Services, such facilities may not be dedicated solely for SCP's use and SCP will not be deemed a tenant of Company with respect to such facilities.

24. Non-Exclusivity. SCP may (i) provide any services to any person or entity in matters or engagements unrelated to this Engagement, and (ii) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that, SCP complies with its obligations of confidentiality set forth hereunder.

CONFLICTS

25. Future Conflicts. SCP is retained by new clients in the ordinary course of its business. As a result, SCP cannot assure that, following the completion of our internal conflict search in connection with the Engagement, a new engagement for or involving one of the Company's creditors or other parties-in-interest or their respective attorneys and accountants will not be accepted by SCP or its affiliates, provided that in no event will SCP undertake such a matter if that matter is substantially related to the Services performed by SCP for the Company. Should any potential conflict come to the attention of SCP, we will endeavor to resolve such potential conflict and will determine what action needs to be taken. You agree that you will inform us of the parties-in-interest to this matter or of additions to, or name changes for, those parties-in-interest whose names you provided. SCP's determination of conflicts is based on the substance of the work to be performed on an engagement as opposed to the parties involved. It is possible that some of SCP's past, present or future clients will have disputes with and other matters relating to Company during the course of and subsequent to this Engagement. As a condition of this Engagement, Company agrees that SCP may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Company in matters that are not substantially related to the Services performed by SCP for the Company. SCP reserves the right to accept engagement with other parties consistent with its internal, prior practices without objection by Company.

Zosano Pharma Corporation
January 28, 2022

CONFIDENTIALITY

26. Duty to Maintain Confidentiality. SCP shall keep as confidential all non-public information received in conjunction with the Engagement, except: (i) as requested by subpoena or equivalent judicial process by the Company or its legal counsel or any successor in interest to the Company, including, but not limited to a chapter 11 trustee, a chapter 7 trustee, a liquidating trustee under a plan of reorganization or liquidation, a receiver, the assignee under an assignment for the benefit of creditors; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this Engagement to the extent that such disclosure is (a) reasonably determined by the SCP to be in furtherance of its duties to Company and not otherwise in contravention of applicable disclosure rules and/or an express direction of the Company or (B) with a person that has agreed to be bound by confidentiality. All obligations as to non-disclosure shall cease to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. To the extent documents are requested pursuant to (i) or (ii) above, SCP shall produce those documents that are responsive to a subpoena or demand for production of documents without regard to any type of privilege or confidentiality. It is the express duty of the Company, and not SCP, to object to a subpoena or demand for production of documents if the Company wishes to maintain any documents confidential or otherwise prevent the production of the same.

27. Disclosure. To the extent that, in connection with this Engagement, either party (each, the “receiving party”) comes into possession of any confidential information of the other (the “disclosing party”), it will not disclose such information to any third party without the disclosing party’s consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (i) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Clause; (ii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (iii) to the extent such information (a) is or becomes publicly available other than as the result of a disclosure in breach hereof, (b) becomes available to the receiving party on a non-confidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (c) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (d) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Clause shall alter Company’s obligations under any other Clause. SCP, however, may use and disclose any knowledge and ideas acquired in connection with the Services, to the extent they are retained in the unaided memory of its personnel. Further, SCP and its affiliates and related entities shall have the right to use Company’s name as part of a general Company listing and as a specific citation in proposals or similar directed marketing efforts.

28. Subject Tax Planning Advice. No term of this Agreement is or is to be construed as a condition of confidentiality within the meaning of PCAOB Release 2005-014, Internal Revenue Code Sections 6011 and 6111 or the regulations thereunder, any related Internal Revenue Service guidance, or any other similar law, with respect to any Services, Deliverables or other materials of any kind provided hereunder relating to tax treatment or tax structure (collectively referred to as “Subject Tax Planning Advice”). Notwithstanding anything herein to the contrary, no provision of the Agreement shall place any limitation on Company’s disclosure of any Subject Tax Planning Advice. In the event of any unauthorized reliance on any Subject Tax Planning Advice by a Third Party, Company agrees to indemnify and hold harmless SCP, its subcontractors, and their respective personnel from any and all claims of a Third-Party, liabilities, costs, and expenses including attorneys’ fees and expenses as provided for in the “Indemnification” Section of the Standard Terms.

TERMINATION

29. Termination with Notice. Any party to this Engagement may terminate the Engagement upon thirty (30) days’ prior written notice to the other party(ies). Upon receipt by the non-terminating party of such written notice, SCP will stop all work immediately. Upon any termination of this Engagement, SCP shall be entitled to all incurred and unpaid fees for Services, other fees and expenses described in the Agreement.

30. Termination at Completion of Engagement. Unless terminated sooner as set forth herein, this Agreement shall terminate upon (i) the completion of the Services and the Engagement and (ii) the payment in full of all outstanding Invoices.

31. Return of Company Data/SCP Data Destruction Policy. Upon conclusion of the Engagement, Company may request to retrieve its confidential information, data, information and documents provided to, prepared by or otherwise in the possession of SCP (collectively, the “Company Data”) from SCP at no additional charge to Company. Alternatively, Company Data can be returned in a mutually agreed format at a scope and price to be agreed. Regardless, SCP will maintain a copy of Company Data for no more than six (6) months following termination of this Engagement, after which any Company Data not retrieved will be destroyed, subject to applicable law and SCP’s internal data retention policy.

MISCELLANEOUS

32. Collection Costs/Enforcement Action. If an action or proceeding is commenced by SCP – whether during the Engagement or after termination – to collect or defend any objections to any Invoice, fee, Reimbursable Expense or cost or enforce any other obligation of the Company under this Agreement whether commenced during or after termination of this Agreement (an “Enforcement Action”), the Company agrees to pay and reimburse SCP for all reasonable SCP Personnel time, administration costs and expenses, including, attorneys’ fees, costs and expenses incurred in connection with such Enforcement Action.

33. Misc. Fees, Expenses & Costs (Including Discovery Requests). SCP will be compensated by the Company for any SCP Personnel time and expenses, including, attorneys’ fees, costs and expenses, that SCP may incur in connection with the Services (whether during the Engagement or after termination of this Agreement) with respect to the responding to any discovery requests, subpoenas or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, arbitration, or other proceedings (including, without limitation, those unrelated to the matters that are subject to this Engagement) as a result of, related to or in connection with the Services, the Engagement or this Agreement.

34. Non-Solicitation. During the period commencing on the Effective Date and ending one year following termination, the Company shall not, without SCP’s prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of SCP or its affiliates; or (ii) hire, on behalf of the Company or any other person or entity, any person who has left the employment within the one year period following the termination of

Zosano Pharma Corporation
January 28, 2022

that person's employment with SCP or its affiliates. During the period commencing on the date hereof through and ending one year following termination, the Company will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of SCP or its affiliates with, or endeavor to entice away from SCP, any person who during the term of the Agreement is, or during the preceding one-year period, was an employee or independent contractor of SCP or its affiliates.

35. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services and/or the termination of this Agreement, shall survive such performance, or the expiration or termination of this Agreement and remain an independent obligation of Company and of SCP. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, common law, or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation".

36. Assignment. Except as provided in this Agreement, neither party may assign any of its rights or obligations hereunder (including interests, Claims or Company Claims) without the prior written consent of the other party.

37. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions shall remain in effect.

38. Successors and Assigns. This Agreement shall be binding upon SCP, the Company and their respective heirs, successors, and assignees and any heir, successor, or assignee of a substantial portion of its businesses and/or assets.

39. Entire Agreement – Controlling Terms. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the parties. This Agreement replaces and supersedes any previous proposal, draft letter of engagement, communication (oral or written), undertaking, representation, or correspondence – whether written or oral, regarding the Services. Except where expressly modified by the Engagement Letter or a writing executed by the parties, the Standard Terms shall control.

40. Limited Disclosure of Engagement. Notwithstanding anything herein to the contrary, SCP may reference or list the Company's name and/or logo and/or a general description of the Services in SCP's marketing materials, media, social media, website or in any disclosure to a court of law as appropriate.

41. Force Majeure. No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

42. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures or signatures forwarded by email.

43. No Waiver. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a direct or indirect waiver thereof.

44. Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT AND THE SERVICES.

45. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without giving effect to the choice of law principles thereof). Any action based upon or arising out of this Agreement shall be brought and maintained exclusively in any state or federal court, in each case located in Los Angeles County, the State of California. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

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Schedule 2

Potentially Interested Parties List¹

¹The parties included on this list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that would otherwise fall under multiple categories is likely to be listed under only one category. In addition, the “Significant Shareholders” category provided below includes shareholders that (directly or indirectly) hold 5% or more of the Debtor’s equity

Debtor

Zosano Pharma Corporation

Current and (Recently) Former Officers and Directors

Steven Lo
Steven Elms
Linda Grais
Kenneth Greathouse
Joseph Hagan
Kathy McGee
Elaine Yang
Christine Matthews
Don Kellerman

Significant Shareholders

Five Narrow Lane LP

Banks

Silicon Valley Bank
UBS Financial Services

Insurers and Insurance Brokers

Berkley Life Sciences, LLC
Berkley Regional Insurance Company
Berkley Insurance Company
Falvey Cargo Underwriting
Underwriters at Lloyd's, London
XL Specialty Insurance Company
Old Republic Insurance Company
Chubb Group of Insurance Companies
Chubb Insurance Co.
Federal Insurance Co.
StarNet Insurance Company
Gemini Insurance Company
Tri State Insurance Company of Minnesota

Landlords

BMR - 34790 Ardentech Court LP

Former Secured Lender

Trinity Funding I, LLC

Utility Providers

Alameda County Water District

AT&T
Lund-Pearson McLaughlin Fire
Pacific Gas & Electric
Ring Central Inc.
Republic Services

Other Creditors and Notice Parties

1 Cerberus Security & Patrol
A360 Enterprises, LLC
AAF International
ABD Insurance and Financial Services
ABFO
ADE, Inc.
Adhesives Research, Inc.
ADP
ADT Commercial LLC
Advantage Converting
Agilent Technologies
Aihua He
Air Filter Supply, Inc.
Aisling Capital Management LP
Alabama Department of Revenue
Alameda County Water District
Alfonso Lictao
Ali Rejaei
Amato and Partners LLC
American Arbitration Association Inc
Amy Khuu
Andrew Riso
AON Consulting
Aramark Refreshment Services
Aramark Uniform Services
AT & T
AT & T
ATL Corp
Atlas Copco Compressors, LLC
Bamboo HR LLC
Bay Area Air Quality Mgmt. Dist.
Bayside Solutions, Inc.
Beckman Coulter, Inc.
Beyond Benefits Life Science Assoc
Biocom San Diego
Bioscience International, Inc.
BioSentinel, Inc.
Biostudy Solutions, LLC
Boston Technology Research Corp
Box, Inc.
BPM LLP
Brand Institute, Inc.
Broadridge ICS, Inc.

Brunner Group LLC
BTS Research
Buckles Smith Electric
BulbCycle, Inc.
CA Dept of Tax and Fee Admin
California Franchise Tax Board
California Life Sciences Association
Camargo Pharmaceutical Services, LLC
Catalent CTS (Kansas City), LLC
Catalent Pharma Solutions - RTP
Catalent Pharma Solutions, LLC
CCH Incorporated
CDW Direct
Certara USA, Inc.
CEVA International, Inc.
Charles River Laboratories
Christine Mathews Consulting, Inc.
City of Fremont
City of Fremont
Clariant, LLC
Clintrex Research Corporation
CnA Consulting Group LLC
Compass Consulting Group, Inc.
Compensia, Inc.
Computer Packages, Inc.
Computershare, Inc.
Concur Technologies, Inc.
Connor Group Global Services, LLC
Controlled Contamination Services
Cooke and Associates, Inc.
County of Alameda
Covington & Burling, LLP
Crane Pest Control
CSP Technologies
CSP Technologies, Inc.
Cummins Inc.
CyberMetrics Corporation
Cynthia L Stevenson
Cyth Systems, Inc.
D F King
Dalmatian Courier & Mess Services
DataRails Inc
Datasite LLC
DC Scientific, Inc.
Debra Delmundo
Debra Nguyen
De Lage Landen Financial
Deloitte & Touche, LLP
Deloitte Tax LLP
Diamond Communications, Inc.
Diana Talesfore-Ramirez

Digi-Key Corporation	Hane Chow Inc.	Lenape Pharma GMP Consulting, LLC
Digital Insurance LLC	Hardy Diagnostics	LGM Pharma
Dimensional Inspection Labs	Harro Hofliger Packaging Systems	Lighthouse Services, Inc.
DocuSign, Inc.	Hayley Lewis	Linda S. Grais
Donald Kellerman	Helios Capital, Inc.	Linde Gas & Equipment Inc.
Donnelley Financial, LLC	Henry C. Levy, Tax Collector	List Biological Laboratories, Inc.
Donohoe Advisory Associates LLC	Histo-Tec Laboratory	Lu Liu
Dunkel Logistics Machinery	HiTech Products	Lund-Pearson McLaughlin Fire
Moving &	Hyman, Phelps & McNamara, P.C.	LWD Advisors, Inc.
Duo-Tec Tool Company, Inc.	Igoe	Lydia Wilson
Dushyant Pathak	Impec Group	Mahmoud Ameri
Dykema Gossett PLLC	Indicate Technologies, Inc.	MAJ Technology, Inc.
Dynamic Automation	Ingenium Group	Mark-10 Corporation
E*TRADE	Instron	Massachusetts Dept of Revenue
EBATCO	Intelli-Tech	Matson Logistics, Inc.
Elaine Clerkin Yang	Intrado Digital Media, LLC	Mayer Brown LLP
Element Materials Technology	Intuit, Inc.	Mazzy's Fire Protection
Oakland	Iron Mountain	McMaster Carr
Eversana Life Science Services, LLC	ISS Group	Mediant Communications, Inc.
EmergeX Vaccines Holding Ltd.	Jackson Lewis P.C.	Medidata Solutions, Inc.
EMD Millipore Corp.	J-Automation Inc.	Mesa International Technologies Inc.
Epstein, Becker & Green, P.C.	Jagdeep Singh	Mettler-Toledo Process Analytics
eResearch Technology, Inc.	Jasmine Begin	Mettler-Toledo Rainin, LLC
Eurofins EAG Materials Science, LLC	Jay Hanson	Mettler-Toledo, LLC
Eva Garland Consulting, LLC	Jayjay Umantal Ramos	Michael Abriam
Evoqua Water Technologies, LLC	Jean Engels	Michael Kubani
Ewald Associates Inc.	Jeffrey Arthur Schuster, Ph. D.	Michael Pacheco
Exclaimer Ltd	Jennifer Miller	Microsoft Corporation
Experic, LLC	J.M. O'Neill, Inc.	Miles for Migraine
Federal Express	Joe Nguyen	Mocap LLC
Fedex Freight	Johnson Nguyen	Molecular BioProducts, Inc.
Fingerprint Ink, LLC	John Walker	Molecular Devices, LLC.
FINRA	Joseph Patrick Hagan	MRC Smart Technologies
Fisher Scientific	JSI Biopharma, LLC	MSC Industrial Supply Co.
Foley Hoag LLP	Judy Magruder	Multisorb Technologies
Fox Valley Metrology Ltd.	Julie Davilla	Multivac Inc.
Fram Trak Industries, Inc.	Justifacts Credential Verification	My Equity Comp, LLC
Frances Benasa	Kaiser Permanente	Nada Elbuluk
Freshworks Inc.	Kavanagh Statistical Consulting, LLC	National Instruments
FTI Consulting, Inc.	Kawakami Barron & Lam, LLP	Nautilus Systems, Inc.
Full Spectrum Analytics, Inc.	Keker, Van Nest & Peters LLP	Nelipak Corporation
Garratt-Callahan Co.	Kelly-Moore Paints Company, Inc.	Nelson Laboratories, Inc.
Gatley Law Office	Kenneth Dick	NETZSCH Instruments North America
General Air Compressors North	Kenneth R. Greathouse	NexusCW Inc.
George Patrick Holdings LLC	Kerriann Marie Casey	North Carolina Dept of Revenue
Glass Lewis & Co., LLC	Keyence Corp. of America	Northrop Grumman Int'l Trading
GMP Labeling, Inc.	Kimi Tran	Nuventra, Inc.
GoEngineer, Inc.	King & Spalding LLP	Oline W. Price
Grainger	KnowBe4, Inc.	Oliver Healthcare Packaging
Grimaldi Recruitment Services LLC	Kristina Warga	Omega Engineering, Inc
Gregory Meyer	Lancer Sales USA, Inc.	Omnicia, Inc.
Habitec Architecture & Planning Inc	Latham & Watkins LLP	Opto-Line International, Inc.
	Laurie Liu	Pacamor Kubar Bearings
	Lee Hecht Harrison, LLC	

Pacific Gas and Electric
 Pacific Trial Attorneys
 Pall Corporation
 Pamela Foreman
 Particle Service, Inc.
 Patheon Manufacturing Services
 LLC
 PBL Assay Science
 Pelican Biothermal, LLC
 Percipio Company
 Peter Schmidt
 Peter Schmidt
 Pharm-Olam, LLC
 Phenomenex
 Phillips Plastics
 Pinnacle Project Management
 Pitney Bowes
 Pitney Bowes Global Financial
 Servic
 Pitt County Tax Collector
 Planet Pharma LLC
 Point Systems
 Porvair Filtration Group, Inc.
 Promess, Inc.
 ProPharma Group Holdings LLC
 Protiviti Inc.
 Proto Labs, Inc.
 Prudent American Technologies,
 Inc.
 Q Design Studio, LLC
 QAD, Inc.
 Quality Systems International
 Corpor
 Quality Vision Services Inc
 Rabbit Office Automation
 R-Biopharm, Inc.
 Rebeca Su

Regulatory Professionals, Inc.
 Renaissance IT Consulting, Inc.
 Republic Services
 Resources Global Professional
 Rho, Inc.
 Richard Franco
 Ring Central Inc.
 Robert Half International, Inc.
 Rodel Ventura
 Ron Witherspoon, Inc.
 Ronaldo Quesada
 Ross Aronstam & Moritz LLP
 RS Calibration Services, Inc.
 San Jose Boiler Works
 SAS Institute, Inc.
 Say Communications LLC
 Science Care, Inc.
 Scientific Molding Corporation,
 Ltd
 Scott Allaway
 Scott Cosner
 Securities and Exchange
 Commission
 Sensaphone
 Sensitech Inc.
 Sherpa Clinical Packaging
 Shiba Biotechnology Consultants,
 Inc
 Shu Yi Zhang
 Shun Wen Cheng
 SierraConstellation Partners LLC
 Sigma-Aldrich, Inc.
 Silicon Valley Bank MasterCard
 Corp
 Sourcing Specialists
 Southway Crane & Rigging, LLC
 Staples Business Advantage

Steri-Tek
 Steve Lo
 Strategic Information Group
 SV Employment Law Firm PC
 SWRCB
 Syneos Health Clinique, Inc.
 Tapemark Company
 Technical Safety Services, Inc.
 Tecomet, Inc.
 The Weinberg Group, LLC
 Therma LLC
 Thermo Fisher Scientific
 Torbay Consulting LLC
 Tosoh Bioscience LLC
 Transcat, Inc.
 Trong Nguyen
 Trucker Huss, A Professional Corp
 Uline
 UPS Freight
 US Pharmacopeial
 Vaisala, Inc.
 Validation Systems, Inc.
 VAR Technology Finance
 Verne E Cowles
 VWR
 Waters Technologies Corporation
 West Coast Gasket Co.
 West Pharma Services
 Western Direct Express, LLC
 Westpak, Inc
 Wheelhouse Life Science Advisors
 Wishlist Rewards
 World Courier
 Worldwide Clinical Trials
 Yi Ao

Schedule 3

**Disclosure of SierraConstellation Partners, LLC's Relationships with
Potentially Interested Parties in the Chapter 11 Case**

None.

ACTIVE 65077918v5

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

Zosano Pharma Corporation,¹

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Response Deadline: June 22, 2022 at 4:00 p.m. ET
Hearing: June 29, 2022 at 1:00 p.m. ET

**NOTICE OF APPLICATION OF THE DEBTOR FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
SIERRACONSTELLATION PARTNERS, LLC AS FINANCIAL ADVISOR
TO THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that, on June 8, 2022, the above-captioned debtor and debtor-in-possession (the “**Debtor**”) filed the *Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of SierraConstellation Partners, LLC as Financial Advisor to the Debtor, Effective as of the Petition Date* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). A copy of the Application is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the relief sought in the Application must be filed with the Court **on or before June 22, 2022 at 4:00 p.m. prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) proposed counsel for the Debtor, Greenberg Traurig, LLP (Attn: Dennis A. Meloro (melorod@gtlaw.com), John D. Elrod (elrodj@gtlaw.com), and Ari Newman (newmanar@gtlaw.com)); (ii) counsel to any statutory committee appointed in the chapter 11 case; and (iii) the United States Trustee for the District of Delaware, 844 N. King Street, Room 2207, Wilmington, Delaware, Attn: Joseph F. Cudia (joseph.cudia@usdoj.gov).

¹ 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).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE APPLICATION WILL BE HELD **ON JUNE 29, 2022 AT 1:00 P.M., PREVAILING EASTERN TIME**, VIA ZOOM VIDEO CONFERENCE BEFORE THE HONORABLE J. KATE STICKLES, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

Dated: June 8, 2022

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (DE Bar No. 4435)
The Nemours Building
1007 North Orange Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 661-7000
Facsimile: (302) 661-7360
Email: melorod@gtlaw.com

-and-

John D. Elrod (Admitted *pro hac vice*)
Terminus 200
3333 Piedmont Road NE, Suite 2500
Atlanta, Georgia 30305
Telephone: (678) 553-2100
Facsimile: (678) 553-2212
Email: elrodj@gtlaw.com

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