

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

In re:

MOLECULAR TEMPLATES, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10739 (BLS)

(Jointly Administered)

**Re: D.I. 6, 36**

**FINAL ORDER (I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF  
CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF**

Upon the motion the (“Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an interim order (the “Interim Order”) and a final order (this “Final Order”) pursuant to sections 105(a), 363(b), 503(b)(9), 507(a), 1107(a) and 1108 of the Bankruptcy Code, Bankruptcy Rules 6003(a) and 6004, and Local Rule 9013-1(m): (i) authorizing, but not directing, the Debtors to make payments toward the prepetition fixed, liquidated and undisputed claims of Critical Vendors; and (ii) granting related relief; all as more fully described in the Motion; and the Court having previously entered the Interim Order; and upon consideration of the First Day Declaration; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the Debtors’ federal tax identification numbers, are: Molecular Templates, Inc. (9596) and Molecular Templates OpCo, Inc. (6035). The Debtors’ mailing address is: 124 Washington Street, Ste. 101, Foxboro, MA 02035. All Court filings can be accessed at: <https://www.veritaglobal.net/MolecularTemplates>.

<sup>2</sup> Capitalized terms used but not defined in this Interim Order are defined in the Motion.



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1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in their business judgment, to make payments toward prepetition Critical Vendor Claims as described in the Motion in amounts not to exceed the Critical Vendors Claim Cap.
3. Subject to the Critical Vendors Claim Cap, the Debtors are further authorized, but not directed, to undertake appropriate efforts to enter into Trade Agreements with the Critical Vendors if the Debtors determine, in their discretion subject to the prior written consent of the DIP Lender, that such an agreement is necessary to its postpetition operations, including, without limitation on the following terms:
  - (a) The amount of such Critical Vendor's estimated claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);
  - (b) The amount of payment toward the Critical Vendor's estimated claim;
  - (c) The Critical Vendor's agreement to be bound by the Customary Trade Terms, or such other trade terms as mutually agreed to by the Debtors and such Critical Vendor;
  - (d) The Critical Vendor's agreement to provide goods and services to the Debtors based upon Customary Trade Terms, and the Debtors' agreement to pay the Critical Vendor postpetition in accordance with such terms;
  - (e) The Critical Vendor's agreement not to file or otherwise assert against the Debtors, their estate or their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods or services provided to the Debtors prior to the Petition Date, and that, to the extent that the Critical Vendor has previously obtained such a Lien,

the Critical Vendor shall immediately take all necessary action to release such Lien;

- (f) The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;
- (g) The Critical Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation or Bankruptcy Code section 503(b)(9) claim; and
- (h) If a Critical Vendor who has received payment toward a Critical Vendor Claim subsequently refuses to supply goods or services to the Debtors on Customary Trade Terms, any payments received by the Critical Vendor on account of its Critical Vendor Claim will be deemed an unauthorized avoidable postpetition transfer under section 549 of the Bankruptcy Code that the Debtors may either: (a) recover from the Critical Vendor in cash or goods; or (b) at the Debtors' option, apply against any outstanding administrative claim held by such Critical Vendor. Such Critical Vendor shall immediately repay to the Debtors any payments received on account of its Critical Vendor Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding, without the right of setoff or reclamation. The Debtors are hereby authorized to obtain written verification before issuing payment to a Critical Vendor that such Critical Vendor will continue to provide goods and services to the Debtors on Customary Trade Terms for the remaining term of the Critical Vendor's agreement with the Debtors; provided, however, that the absence of such written verification will not limit the Debtors' rights hereunder.

4. Notwithstanding the foregoing, the Debtors may, in their discretion subject to the prior written consent of the DIP Lender, reinstate a Trade Agreement if the underlying default under the Trade Agreement is fully cured by the Critical Vendor no later than five (5) business days following the Debtors' notification to the Critical Vendor of such default; or the Debtors, in their discretion, reach a favorable alternative agreement with the Critical Vendor.

5. For the avoidance of doubt and notwithstanding the foregoing, the Debtors may, in their discretion subject to the prior written consent of the DIP Lender, negotiate and agree on Customary Trade Terms with Critical Vendors absent a Trade Agreement.

6. The Debtors' banks shall be and hereby are authorized and directed to

receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the Critical Vendor Claims up to the Critical Vendors Claims Cap, that had not been honored and paid as of the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors shall be and hereby are authorized to issue new postpetition checks or effect new postpetition fund transfers up to the Critical Vendor Claims Cap on account of the Critical Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

7. The Debtors shall maintain a matrix or schedule of amounts of Critical Vendor Claims paid, subject to the terms and conditions of this Interim Order, including the following information: (a) the names of the Critical Vendors; (b) the amount of the payment; (c) the total prepetition claim still owing to the Critical Vendor (if any); (d) the category or type of payment; (e) the payment date; and (f) whether the Critical Vendor executed a Trade Agreement (the “Critical Vendor Matrix”).

8. Nothing herein shall be construed to limit, or in any way affect, the Debtors’ ability to dispute any Critical Vendor Claim.

9. The authorization granted hereby to pay Critical Vendor Claims up to the Critical Vendors Claim Cap shall not create any obligation on the part of the Debtors or their officers, directors, attorneys or agents to pay the Critical Vendor Claims, none of the foregoing persons shall have any liability on account of any decision by the Debtors not to pay a Critical Vendor Claim, and nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status or otherwise affect the Critical Vendor Claims to the extent they are not paid.

10. Nothing in the Motion, the Interim Order or in this Final Order is intended

or should be construed as (a) an admission as to the validity or priority of any claim against the Debtors, (b) a waiver of the Debtors' rights to dispute any claim, including the validity or priority thereof, or (c) an approval or assumption of any agreement, contract or lease whether under section 365(a) of the Bankruptcy Code or otherwise. Likewise, any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

11. The Debtors are authorized to take any and all actions necessary effectuate the relief granted herein.

12. The requirements of Bankruptcy Rule 6003(a) are satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

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

14. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

15. This Court shall retain jurisdiction to hear and determine all matters related to the interpretation or implementation of this Final Order.

Dated: May 14th, 2025  
Wilmington, Delaware

  
BRENDAN L. SHANNON  
UNITED STATES BANKRUPTCY JUDGE