

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: )  
 ) Chapter 11  
PLASTIQ INC., *et al.*,<sup>1</sup> )  
 ) Case No. 23-10671 (\_\_\_)  
Debtors. )  
 ) (Joint Administration Requested)

**DEBTORS’ FIRST OMNIBUS MOTION FOR ENTRY OF ORDER  
AUTHORIZING (I) REJECTION OF (A) CERTAIN UNEXPIRED LEASES  
OF NONRESIDENTIAL REAL PROPERTY AND (B) CERTAIN EXECUTORY  
CONTRACTS, IN EACH CASE, EFFECTIVE AS OF THE PETITION DATE,  
AND (II) ABANDONMENT OF ANY REMAINING PERSONAL  
PROPERTY LOCATED AT THE LEASED PREMISES**

EACH LANDLORD RECEIVING THIS MOTION SHOULD LOCATE ITS  
NAME AND LEASE IN THE SCHEDULE OF LEASES TO BE REJECTED,  
ATTACHED TO THE PROPOSED ORDER AS SCHEDULE 1.

EACH CONTRACT COUNTERPARTY RECEIVING THIS MOTION  
SHOULD LOCATE THEIR RESPECTIVE NAMES AND CONTRACT  
DESCRIPTION IN THE SCHEDULE ATTACHED TO THE PROPOSED  
ORDER AS SCHEDULE 2.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby submit this motion (this “**Motion**”) for the entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), pursuant to sections 105(a) and 365(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), authorizing the Debtors to (a) reject the Rejected Leases (as defined herein) set forth on Schedule 1 to the Proposed Order, effective as of the Petition Date (as defined herein), (b) abandon, effective as of the Petition Date, any Personal Property (as defined herein) located at the Premises (as

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PlastiQ Inc. (6125), PLV Inc. d/b/a/ PLV TX Branch Inc. (5084), and Nearside Business Corp. (N/A). The corporate headquarters and the mailing address for the Debtors is 1475 Folsom Street, Suite 400, San Francisco, California 94103.



defined herein), and (c) reject certain executory contracts as set forth on Schedule 2 to the Proposed Order effective as of the Petition Date. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Vladimir Kasparov in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),<sup>2</sup> filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over these chapter 11 cases and 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 (the “**Amended Standing Order**”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are sections 105(a) and 365 of the Bankruptcy Code and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

### **BACKGROUND**

#### **I. General**

2. On the date hereof (the “**Petition Date**”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a)

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

and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases and no request has been made for the appointment of a trustee or examiner.

3. Additional information regarding the Debtors' business, their capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

## **II. The Rejected Leases**

4. Certain of the Debtors are currently lessees under one unexpired nonresidential lease (the "**Lease**"). Debtor PlastiQ, Inc. is a sublessor under the Lease. Additionally, Nearside Business Corp. (f/k/a Hatch Credit, Inc.) is a subtenant under a separate nonresidential sublease (the "**Sublease**," collectively with the Lease, the "**Rejected Leases**").<sup>3</sup>

5. After careful review, the Debtors identified the Lease that the Debtors no longer use or occupy. Likewise, the Debtors no longer utilize the Sublease. The Debtors have therefore determined that the Rejected Leases are no longer necessary to the Debtors' business affairs, are not otherwise beneficial to their estates, and present burdensome contingent liabilities. Accordingly, rejecting the Rejected Leases effective as of the Petition Date is an appropriate exercise of the Debtors' business judgment.

## **III. The Rejected Executory Contracts**

6. Prior to the Petition Date, the Debtors and their advisors reviewed the Debtors' executory contracts, and determined that certain licensing, service, vendor, and other agreements are no longer necessary to the operation of the Debtors' businesses, and therefore do

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<sup>3</sup> The inclusion of any contract, lease, sublease, or other agreement on Schedule 1 to the Proposed Order is not intended as, nor shall be deemed to constitute, an admission by the Debtors or their estates that such contract, lease, or other agreement is or is not an executory contract or unexpired lease. The Debtors and their estates reserve any and all rights, claims, and defenses with respect to the characterization of the Rejected Leases under section 365 of the Bankruptcy Code, applicable non-bankruptcy law, or otherwise, including, without limitation, any and all rights to argue that any of the Rejected Leases do not constitute an executory contract or unexpired lease.

not further the Debtors' goals of maximizing value for all creditors and stakeholders and minimizing costs in these chapter 11 cases. Included among such agreements are those executory contracts set forth on Schedule 2 to the Proposed Order (collectively, including any amendments or modifications thereto, the "**Contracts**," and together with the Rejected Leases, the "**Rejected Agreements**"). The Debtors have determined, in an exercise of their business judgment, to immediately reject the Contracts to avoid potentially incurring further costs and expenses that would only undermine the Debtors' efforts to minimize costs and maximize value of the estate for the benefit of all creditors.

### **RELIEF REQUESTED**

7. By this Motion, to preserve and maximize the value of their estates, the Debtors, in an exercise of their business judgment, seek to (a) reject the Rejected Leases effective as of the Petition Date, (b) abandon any personal property of the Debtors, including but not limited to, furniture, fixtures, and equipment (collectively, the "**Personal Property**") that remains, as of the Petition Date, on the premises (the "**Premises**") subject to the Rejected Leases, and (c) reject the Contracts effective as of the Petition Date.

#### **I. Rejection of the Rejected Agreements as of the Petition Date Reflects the Debtors' Sound Business Judgment**

8. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor-in-possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). As courts have held, "[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (quoting 2 *Collier on Bankruptcy* ¶ 365.01[1] (15th ed. 1993)).

9. The standard applied to determining whether the rejection of an unexpired lease or executory contract should be authorized is the “business judgment” standard. *Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (stating that a debtor’s decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”); *see also In re Tayfur*, 599 F. App’x 44, 49–50 (3d Cir. 2015) (extending the standard articulated in *Sharon Steel* to unexpired leases). Once a debtor states a valid business justification, “[t]he business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

10. The business judgment rule is crucial in chapter 11 cases and shields a debtor’s management from judicial second-guessing. *See Comm. of Asbestos Related Litigants and/or Creditors v. Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“The Code favors the continued operation of a business by a debtor and a presumption of reasonableness attached to a debtor’s management decisions.”). Generally, courts defer to a debtor-in-possession’s business judgment to reject a lease or an executory contract. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984), *superseded by statute on other grounds*, Bankruptcy Amendments and Federal Judgeship Act of 1984, sec. 541, § 1113, Pub. L. No. 98-353, 98 Stat. 333 (codified at 11 U.S.C. § 1113); *In re Minges*, 602 F.2d 38, 43 (2d Cir. 1979);

*In re Riodizio*, 204 B.R. 417, 424–25 (Bankr. S.D.N.Y. 1997); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

11. Upon finding that the Debtors have exercised their sound business judgment in determining that the rejection of the Rejected Agreements is in the best interests of the Debtors and their estates, the Court should approve the proposed rejections under section 365(a) of the Bankruptcy Code. *See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”). If a debtor’s business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. *See, e.g., Sharon Steel Corp.*, 872 F.2d at 39–40. The Debtors have determined that the Rejected Agreements are not integral to the Debtors’ chapter 11 efforts, are not otherwise beneficial to the Debtors’ estates, and may present burdensome contingent liabilities. Accordingly, the Debtors’ decision to reject the Rejected Agreements is an exercise of sound business judgment, and therefore should be approved.

12. Furthermore, under California law, a subtenant’s rights “are dependent upon and subject to the sublessor’s rights.... [R]ights under the sublease stand or fall with those of the sublessor....” *Fifth & Broadway Partnership v. Kimmy, Inc.* 162 Cal.Rptr. 271 (Cal. App. 1980) (citing *Superior Motels, Inc. v. Rinn Motor Hotels, Inc.* 241 Cal.Rptr. 487 (Cal. App. 1987) (internal quotation marks omitted)). Therefore, if the Lease is deemed rejected as of the Petition Date, the relevant Subleases shall be deemed rejected by operation of law. *See Chatlos Sys., Inc. v. Kaplan (In re Chatlos Sys., Inc.)*, 147 B.R. 96, 99–100 (D. Del. 1992) (“When a lease is deemed

rejected any subleases under that primary lease must also be deemed rejected since the sublessee's rights in the property are extinguished with those of the sublessor.”); *Teleglobe Commc 'ns Corp., v. Teleglobe Commc 'ns Corp.*, 304 B.R. 79, 84 (Bankr. D.Del. 2004) (holding subtenant's interest in property extinguished by rejection by debtor of primary lease).

13. The Debtors should also be permitted to reject the Rejected Leases effective as of the Petition Date. Courts in this jurisdiction routinely approve retroactive rejection of unexpired leases. See *In re Namco Cybertainment, Inc.*, Case No. 98-00173 (PJW) (Bankr. D. Del. Feb. 6, 1998). In *Namco*, the court permitted retroactive rejection on the conditions that (a) the property (and the keys thereto) subject to a lease were surrendered with an unequivocal statement of abandonment to the landlord or lessor; (b) the motion was filed and served on the landlord or lessor; (c) the official committee consented to the relief requested in the motion; and (d) the debtor acknowledged that it would not have the right to withdraw the motion prior to the hearing.

14. Here, the Debtors seek to reject the Rejected Leases, pursuant to section 365(a) of the Bankruptcy Code, to avoid the incurrence of any additional, unnecessary expenses related thereto. The Debtors no longer occupy the Premises and therefore do not derive any meaningful benefit from the Rejected Leases. The Debtors submit that there is no basis to retain the Rejected Leases, and that rejecting the Rejected Leases would provide a benefit to the Debtors and their estates by removing any ongoing costs or obligations in connection therewith.

15. The Debtors therefore submit that the Court should authorize the rejection of the Rejected Leases effective as of the Petition Date because the *Namco* factors are satisfied. As set forth above, on the date hereof, the Debtors will (i) inform the counterparties to the Rejected Leases of their intent to unequivocally surrender the Premises to the Landlords as of the Petition

Date, and (ii) turn over the Premises. The Debtors submit that these actions, together with the filing and service of this Motion via overnight delivery, demonstrate the Debtors' unequivocal intent to abandon the Premises. An official committee of creditors has not been appointed in the chapter 11 cases and, therefore, *Namco* factor (c) is not applicable. The Debtors hereby acknowledge that this Motion will not be withdrawn prior to any hearing on this Motion.

16. Similarly, the Debtors have analyzed each of the Contracts, and have determined that such agreements do not provide the Debtors with any material benefit, and should be immediately rejected to cut off the potential incurrence of additional administrative cost or expense. The facts and circumstances of the chapter 11 cases and the balance of the equities favor the Debtors' rejection of the Contracts effective as of the Petition Date. Without a retroactive date of rejection, the Debtors may incur unnecessary administrative charges. Moreover, the counterparties to the Contracts will not be unduly prejudiced if the Contracts are rejected effective as of the Petition Date because the Debtor will serve this Motion on each counterparty or its agent or representative by overnight delivery and, if possible, electronic mail, stating that the Debtors intend to reject the Contracts.

17. In light of the foregoing facts and circumstances, the Debtors respectfully submit that their rejection of the Rejected Agreements under section 365 of the Bankruptcy Code, effective as of the Petition Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors. Accordingly, entry of the Proposed Order is appropriate.

## **II. Authorizing the Debtors to Abandon Any Personal Property Remaining at the Premises as of the Petition Date Is Appropriate**

18. Although the Debtors have not operated at the Premises for months prior to the Petition Date, and they do not believe that there is any Personal Property remaining thereon,



in the event that any Personal Property does remain on the Premises as of the Petition Date, the Debtors request the Court's approval of the Debtors' abandonment of such Personal Property (collectively, the "**Abandoned Personal Property**"), pursuant to section 554(a) of the Bankruptcy Code, effective as of the Petition Date.

19. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these imitations is relevant in this case.

20. The Debtors submit that any Abandoned Personal Property is of inconsequential value or burdensome to the Debtors' estates to remove. Among other things, the Debtors believe that the cost of retrieving, marketing, and reselling the Abandoned Personal Property—to the extent there is any—outweighs any recovery that the Debtors and their estates could reasonably hope to attain for such Abandoned Personal Property. As a result, the Debtors have determined, in their business judgment, that the abandonment of any such Abandoned Personal Property, effective as of the Petition Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estates, and creditors.

### **RESERVATION OF RIGHTS**

21. Nothing in the Proposed Orders of this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect

to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

**NOTICE**

22. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard L. Schepacarter); (b) the Debtors' twenty (20) largest unsecured creditors (excluding insiders); (c) counsel to the Agent; (d) the Internal Revenue Service; (e) the Securities and Exchange Commission; (f) the Office of the United States Attorney for the District of Delaware; (g) the counterparties to the Rejected Leases (via overnight delivery or electronic mail); and (h) the counterparties to the Contracts (via overnight delivery or electronic mail). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

*[Remainder of page left intentionally blank]*

**CONCLUSION**

WHEREFORE, the Debtors request entry of the Proposed Order, granting the relief requested herein and such other and further relief as is just and proper.

Dated: May 24, 2023  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

*/s/ Joseph M. Mulvihill*

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*Proposed Counsel for Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

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

In re:	)	
	)	Chapter 11
PLASTIQ INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 23-10671 (___)
Debtors.	)	
	)	(Jointly Administered)
	)	
	)	Re: Docket No. _____

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**ORDER AUTHORIZING (I) REJECTION OF (A) CERTAIN UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL PROPERTY AND (B) CERTAIN  
EXECUTORY CONTRACTS, IN EACH CASE, EFFECTIVE AS OF THE  
PETITION DATE, AND (II) ABANDONMENT OF ANY REMAINING  
PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order (a) authorizing the Debtors to reject, effective as of the Petition Date, certain unexpired leases of nonresidential real property, (b) authorizing the Debtors to abandon, effective as of the Petition Date, any Personal Property located at the Premises, and (c) authorizing the Debtors to reject, effective as of the Petition Date, certain executory contracts, all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PlastiQ Inc. (6125), PLV Inc. d/b/a/ PLV TX Branch Inc. (5084), and Nearside Business Corp. (N/A). The corporate headquarters and the mailing address for the Debtors is 1475 Folsom Street, Suite 400, San Francisco, California 94103.

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

with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Order, therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements are hereby rejected by the Debtors, with such rejection being effective as of the Petition Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Petition Date, on the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of the Petition Date.
4. Nothing herein shall impair, prejudice, waive or otherwise affect the rights of the Debtors to: (a) assert that the Rejected Agreements (i) were terminated prior to the Petition Date, or (ii) are not executory contracts or unexpired leases under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Rejected Agreements is limited to the remedies available under any applicable termination provisions of the Rejected Agreements; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Rejected Agreements. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Rejected Agreements, whether or not

such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise affect such rights, claims, defenses and causes of action.

5. Claims arising out of the rejection of the Rejected Agreements must be filed on or before the later of (a) the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (b) thirty (30) days after entry of this Order.

6. The requirements of Bankruptcy Rule 6006 are satisfied.

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

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

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Schedule 1****Rejected Leases<sup>1</sup>**

<b><u>Debtor(s)</u></b>	<b><u>Counterparty</u></b>	<b><u>Counterparty's Address</u></b>	<b><u>Rejected Agreement</u></b>
Plastiq Inc.	Cianfru LLC	720 Clementina Street San Francisco, CA 94103	Office lease for space located at 360 Ninth Street, San Francisco, CA 94103 between Plastiq Inc. and Cianfru LLC, dated December 19, 2018, as amended by Amendment No. 1 to Lease dated May 26, 2020
Plastiq Inc.	Watershed Technology, Inc.	360 Ninth Street San Francisco, CA 94103	Sublease for office space located at 360 Ninth Street, San Francisco, CA 94103 between Plastiq Inc. and Watershed Technology, Inc., dated December 17, 2021
Nearside Business Corp. f/k/a Hatch Credit, Inc.	The Court Buddy Company, Inc.	601 California Street, Suite 1210 San Francisco, CA 94108  With a facsimile copy to: Valence Law Group, PC Facsimile #: (415) 358-4570	Sublease for office space located at 601 California Street, San Francisco, CA 94103 between Hatch Credit, Inc. and The Court Buddy Company, Inc., dated February 20, 2020

<sup>1</sup> Each, as may be amended, modified, or supplemented from time to time and together with any schedules thereto.



**Schedule 2****Rejected Contracts**

<b><u>Debtor(s)</u></b>	<b><u>Counterparty</u></b>	<b><u>Counterparty's Address</u></b>	<b><u>Rejected Agreement</u></b>
Plastiq Inc.	15Five	12 Gallagher Lane San Francisco, CA 94103	Employment engagement
Plastiq Inc.	A Cloud Guru	800 Brazos Street, Suite 340 Austin, TX 78701	Online training classes
Plastiq, Inc.	Aon Radford Surveys	29695 Network Place Chicago, IL 90973	Finance data as a service
Plastiq, Inc.	Arizent	One State Street Plaza New York, NY 10004	Publication library
Plastiq, Inc.	Bravely	115 E 9th Street 15D New York, NY 10003	HR management suites
Plastiq, Inc.	Canva	110 Kippax Street Surry Hills, NSW 2010 Australia	Animation, design suite, photo editing, presentation
Plastiq, Inc.	DataRobot	225 Franklin Street, 13th Floor Boston, MA 02110	Artificial intelligence as a service (AlaaS) and machine learning optimization
Plastiq, Inc.	eFax	700 S Flower Street, Floor 15 Los Angeles, CA 90017	Electronic fax
Plastiq, Inc.	Equifax	1550 Peachtree Street, NW Atlanta, GA 30309	Other HR services
Plastiq, Inc.	Getty Images	605 5 <sup>th</sup> Avenue South, Suite 400 Seattle, WA 98104	Digital assets
Plastiq, Inc.	GoTo	320 Summer Street Boston, MA 02210	Help desk, remote access, virtual private servers (VPS)

<b><u>Debtor(s)</u></b>	<b><u>Counterparty</u></b>	<b><u>Counterparty's Address</u></b>	<b><u>Rejected Agreement</u></b>
Plastiq, Inc.	Grammarly	548 Market Street, No. 35410 San Francisco, CA 94104	Document creation, plagiarism validation
Plastiq, Inc.	GroupGreeting	236 West Portal Avenue, Suite 188 San Francisco, CA 94127	Employee engagement
Plastiq, Inc.	Idology ExpectID	2018 Powers Ferry Road SE, Suite 720 Atlanta, GA 30339	Governance, risk and compliance
Plastiq, Inc.	Knack	759 Woodcrest Avenue Lititz, PA 17543	Data warehouse
Plastiq, Inc.	LeanData	2901 Patrick Henry Drive Santa Clara, CA 95054	Account-based marketing and lead scoring
Plastiq, Inc.	Lever	155 5th Street, 6th Floor San Francisco, CA 94103	Applicant tracking system and recruiting
Plastiq, Inc.	LinkedIn	62228 Collections Center Drive Chicago, Il 60693	General provider
Plastiq, Inc.	LinkedIn Sales Navigator	62228 Collections Center Drive Chicago, Il 60693	Sales intelligence and social networks
Plastiq, Inc.	MuleSoft	77 Geary Street, Suite 400 San Francisco, CA 94108	Cloud data integration
Plastiq, Inc.	PDFfiller	1371 Beacon Street, Suite 301 Brookline, MA 02446	Document management
Plastiq, Inc.	Pragmatic Institute	21001 N. Tatum Boulevard, Suite 1630 Phoenix, AZ 85050	Online training classes
Plastiq, Inc.	Shutterstock	350 5th Avenue New York, NY 10118	Digital assets
Plastiq, Inc.	Signifyd	99 Almaden Boulevard, 4th Floor San Jose, CA 95113	E-commerce tools
Plastiq, Inc.	Slickplan	104 Brown Street Dayton, OH 45402	Development tools and web content management

<b><u>Debtor(s)</u></b>	<b><u>Counterparty</u></b>	<b><u>Counterparty's Address</u></b>	<b><u>Rejected Agreement</u></b>
Plastiq, Inc.	SurveyMonkey	One Curiosity Way, San Mateo, CA 94403	Customer engagement, employee engagement, enterprise feedback management, and surveys
Plastiq, Inc.	Tailscale	50 Lynn Williams Street, Unit 401 Toronto, ON M6K 3R9 Canada	VPN client
Plastiq, Inc.	Traffic Think Tank	212 Brown Street 1B Philadelphia, CA 19123	Online training classes
Plastiq, Inc.	Trustpilot	245 Fifth Avenue, 5th Floor New York, NY 10016	Product reviews