

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

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Re: Docket Nos. 15, 38

**Objection Deadline: November 6, 2024 at 4:00 p.m. (ET)**  
**Final Hearing Date: November 13, 2024 at 1:00 p.m. (ET)**

**NOTICE OF ENTRY OF INTERIM ORDER AND FINAL HEARING REGARDING  
DEBTOR'S APPLICATION FOR ENTRY OF ORDER (I) APPROVING THE  
RETENTION AND APPOINTMENT OF KURTZMAN CARSON CONSULTANTS,  
LLC, DBA VERITA GLOBAL, AS THE CLAIMS AND NOTICING AGENT TO THE  
DEBTOR, EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING  
RELATED RELIEF**

**PLEASE TAKE NOTICE** that on October 11, 2024, the above-captioned debtor and debtor in possession (the "Debtor"), filed the *Debtor's Application for Entry of Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC, dba Verita Global, as the Claims and Noticing Agent to the Debtor, Effective as of the Petition Date and (II) Granting Related Relief* (the "Motion") [Docket No. 15] with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). A copy of the Motion is attached hereto as **Exhibit 1**.

**PLEASE TAKE FURTHER NOTICE** that the Debtor presented the Motion at a hearing before the Honorable Karen B. Owens at the Bankruptcy Court on October 16, 2024. The Bankruptcy Court granted the relief requested by the Motion on an interim basis and entered the *Order Appointing Kurtzman Carson Consultants, LLC, dba Verita Global, as Claims and*

<sup>1</sup> The Debtor's mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor's federal tax identification number is 9534.



*Noticing Agent, Effective as of the Petition Date* (the “Order”) [Docket No. 38], attached hereto as **Exhibit 2**.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the entry of a final order with respect to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **November 6, 2024 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: (a) proposed counsel to the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, PO Box 8705, Wilmington, Delaware 19801, Attn: Debra Grassgreen (dgrassgreen@pszjlaw.com), Malhar S. Pagay (mpagay@pszjlaw.com), John W. Lucas (jlucas@pszjlaw.com) and James E. O’Neill (joneill@pszjlaw.com), (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Timothy Jay Fox, Jr. (timothy.fox@usdoj.gov); and (d) any statutory committee appointed in these chapter 11 cases.

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

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE FINAL RELIEF SOUGHT IN THE MOTION WILL BE HELD ON NOVEMBER 13, 2024 AT 1:00 P.M. PREVAILING EASTERN TIME BEFORE THE HONORABLE KAREN B. OWENS, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6<sup>TH</sup> FLOOR, COURTROOM NO. 3,**

Dated: October 17, 2024

PACHULSKI STANG ZIEHL & JONES LLP

*/s/ James E. O'Neill*

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Debra I. Grassgreen, (admitted *pro hac vice* )

John W. Lucas, (admitted *pro hac vice*)

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*Proposed Counsel to the  
Debtor and Debtor in Possession*

**Exhibit 1**

**Exhibit 2**

## **EXHIBIT 1**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER (I) APPROVING THE  
RETENTION AND APPOINTMENT OF KURTZMAN CARSON CONSULTANTS,  
LLC, DBA VERITA GLOBAL, AS THE CLAIMS AND NOTICING AGENT TO THE  
DEBTOR, EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING  
RELATED RELIEF**

The above-captioned debtor and debtor in possession (the "Debtor" or "Gritstone") respectfully states as follows in support of this application:<sup>2</sup>

**Relief Requested**

1. The Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), (a) appointing Kurtzman Carson Consultants, LLC, dba Verita Global ("Verita"), as the claims and noticing agent in the Debtor's chapter 11 case (the "Claims and Noticing Agent") effective as of the Petition Date (as defined below); and (b) granting related relief. In support of this application, the Debtor relies upon the *Declaration of Evan Gershbein in Support of the Debtor's Application for Entry of Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC, dba Verita Global, as the Claims and Noticing Agent to the Debtor, Effective as of the Petition Date and (II) Granting Related Relief* (the "Gershbein Declaration"), a copy of which is attached hereto as **Exhibit B**. The Debtor's

<sup>1</sup> The Debtor's mailing address is 5959 Horton Street, Suite 300, Emeryville, CA 94608, and the last four digits of the Debtor's federal tax identification number is 9534.

<sup>2</sup> The facts and circumstances supporting this application are set forth or referenced in the Gershbein Declaration and in the *Declaration of Vassiliki ("Celia") Economides in Support of the Debtor's Chapter 11 Petition and First Day Relief* (the "First Day Declaration"), filed contemporaneously with this application and incorporated by reference herein. Capitalized terms used but not immediately defined shall have the meanings ascribed to them elsewhere in this application or in the First Day Declaration, as applicable.

selection of Verita to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol (as defined below), in that the Debtor has obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtor submits, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's retention are set forth in the engagement agreement attached as Exhibit 1 to the Order (the "Engagement Agreement"); *provided* that Verita is seeking approval solely of the terms and provisions as set forth in this application and the Order.<sup>3</sup>

### **Jurisdiction and Venue**

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtor confirms its consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") to the entry of a final order by the Court in connection with this application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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<sup>3</sup> By separate application, the Debtor may seek authorization to retain and employ Verita as administrative advisor in the chapter 11 case pursuant to section 327(a) of the Bankruptcy Code (defined below), as the administration of the chapter 11 case may require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).



3. The statutory predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 503 and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Bankruptcy Rule 2002, Local Rules 2002-1 and 9013-1, and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the “Claims Agent Protocol”).

### **Background**

4. Gritstone is a clinical-stage biotechnology company that aims to develop potent vaccines for oncology and infectious diseases. The Company was founded in August 2015 and is headquartered in Emeryville, California, with an additional location in Massachusetts, and a manufacturing facility in Pleasanton, California. The Company is focused on developing next-generation vaccines aimed at treating cancers and treating and preventing infectious diseases by leveraging its proprietary technology platforms. Gritstone’s mission is to harness the power of the immune system through innovative vaccine technologies to improve patient outcomes across a range of serious diseases.

5. On the date hereof (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is operating its business and managing its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Case, and no committees have been appointed or designated.

### **Verita’s Qualifications and Need for Verita’s Services**

6. Verita is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has acted as the claims and noticing agent in

numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.<sup>4</sup>

7. The appointment of Verita as the Claims and Noticing Agent in this Chapter 11 Case will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of this Chapter 11 Case, and relieve the Clerk of the administrative burden of processing what may be an overwhelming number of claims. The Debtor believes that the appointment of Verita as the Claims and Noticing Agent will thus serve to maximize the value of the Debtor's estate for all stakeholders.

### **Scope of Services Provided**

8. This application pertains only to the services to be performed by Verita under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Verita that are set forth in the Engagement Agreement but outside of the scope of 28 U.S.C. § 156(c) are not covered by this application or by the Proposed Order. Specifically, Verita will perform the following tasks in its role as the Claims and Noticing Agent,

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<sup>4</sup> See, e.g., *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp.*, No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Glob., LLC*, Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Proterra Inc.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); *In re Novan, Inc.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re PGX Holdings, Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops, LLC*, Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Catalina Mktg. Corp.*, Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); *In re CBCRC Liquidating Corp.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadyne LLC*, Case No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); *In re Carestream Health, Inc.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022); and *In re First Guar. Mortg. Corp.*, Case No. 22-10584 (CTG) (Bankr. D. Del. Jul. 1, 2022).

as well as all quality control relating thereto (collectively, the “Claims and Noticing Services”), to the extent requested by the Debtor:

- a. Prepare and serve required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor or the Court, including, if applicable: (i) notice of the commencement of the Chapter 11 Case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable); (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notice of any auction or sale proceeding; (vi) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vii) notice of the effective date of any plan or plans; and (viii) all other notices, orders, pleadings, publications, and other documents as the Debtor or the Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;
- b. If applicable, maintain an official copy of the Debtor’s schedules of assets and liabilities and statements of financial affairs listing the Debtor’s known creditors and the amounts owed thereto;
- c. Maintain: (i) a list of all potential creditors, equity holders, and other parties in interest; and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk (within forty-eight (48) hours);
- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For all notices, motions, orders, and other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

- g. Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- h. Maintain an electronic platform for purposes of filing proofs of claim;
- i. Maintain the official claims register for the Debtor (the “Claims Register”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); and (vi) any disposition of the claim;
- j. Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- k. Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. File a quarterly updated claims register with the Court in alphabetical and numerical order; if there has been no claims activity, file a Certification of No Claim Activity;
- n. Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to Verita’s offices, not less than weekly;
- o. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- p. Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed, and make necessary notations on, or changes to, the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- q. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Case as

directed by the Debtor or the Court, including through the use of a case website or call center;

- r. If the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Verita of entry of the order converting the Chapter 11 Case;
- s. Thirty (30) days prior to the closing of the Chapter 11 Case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing Verita as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Case;
- t. Within fourteen (14) days of notice to Verita of entry of an order dismissing or converting the Chapter 11 Case, or within twenty-eight (28) days of entry of a final decree closing the Chapter 11 Case, Verita shall: (a) forward to the Clerk an electronic version of all imaged claims; (b) upload the creditor mailing list into CM/ECF, and (c) docket a Final Claims Register; and
- u. Within the earlier to occur of (a) fourteen (14) days of entry of an order converting the chapter 11 case and (b) entry of a termination order, Verita shall: (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF; and (iii) docket a Final Claims Register.

9. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

### **Professional Compensation**

10. The Debtor is proposing to compensate Verita for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Engagement Agreement. The Debtor respectfully requests that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code, and that such fees and expenses be paid in the ordinary course of business without further application to or order of the Court.

11. Verita agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee, counsel for the Debtor, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

12. Before the Petition Date, the Debtor provided Verita a retainer in the amount of \$20,000.00. Verita seeks first to apply the retainer to all prepetition invoices and thereafter to hold the retainer as security of payment of Verita's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

13. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Verita and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in this Chapter 11 Case.

**Verita's Disinterestedness**

14. Verita has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:

- a. Verita is not a creditor of the Debtor;
- b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Case;
- c. By accepting employment in the Chapter 11 Case, Verita waives any rights to receive compensation from the United States government in connection with the Chapter 11 Case;
- d. In its capacity as the Claims and Noticing Agent in the Chapter 11 Case, Verita will not be an agent of the United States and will not act on behalf of the United States;
- e. Verita will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in the Chapter 11 Case;
- f. Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent in the Chapter 11 Case, Verita will not intentionally misrepresent any fact to any person;
- h. Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

- i. Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Verita as Claims and Noticing Agent in the Chapter 11 Case shall be at the expense of the Clerk's office.

16. In view of the foregoing, the Debtor believes that Verita is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

17. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**Compliance with Claims Agent Protocol**

18. This application complies with the Claims Agent Protocol and substantially conforms to the standard application in use in this Court. In accordance with the Claims Agent Protocol, prior to the selection of Verita as the Claims and Noticing Agent, the Debtor reviewed and compared engagement proposals from three court-approved Claims and Noticing Agents, including Verita, to ensure selection through a competitive process. The Debtor submits, based on all engagement proposals obtained and reviewed, that Verita's rates, as set forth in the Engagement Agreement, are competitive and reasonable given its quality of services and expertise.

19. Based on the foregoing, the Debtor submits that it has satisfied the requirements of 28 U.S.C. § 156(c), the Local Rules, and the Claims Agent Protocol. Accordingly, the Debtor respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Verita as Claims and Noticing Agent, effective as of the Petition Date.



### **Basis for Relief**

20. The Court is permitted to appoint Verita as Claims and Noticing Agent in the Chapter 11 Case. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to use agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See Fed. R. Bankr. P. 2002*. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c).” Del. Bankr. L.R. 2002-1(f).

21. In view of the number of anticipated claimants and the complexity of the Debtor's business, the Debtor submits that the appointment of Verita as the Claims and Noticing Agent is both necessary and in the best interests of the Debtor's estate, creditors, and other parties in interest because the Debtor will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtor will be able to devote its full attention and resources to its restructuring efforts.

### **Relief as of the Petition Date is Appropriate**

22. In accordance with the Debtor's request, Verita has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtor would seek approval

of its employment and retention, effective as of the Petition Date, so that Verita can be compensated for services rendered before approval of this application. No party in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in this application, because Verita has provided and continues to provide valuable services to the Debtor's estate during the interim period.

23. Accordingly, the Debtor respectfully requests entry of the Order authorizing the Debtor to retain and employ Verita as Claims and Noticing Agent effective as of the Petition Date.

#### **Notice**

24. The Debtor will provide notice of this application to: (a) the Office of the United States Trustee; (b) the holders of the twenty (20) largest unsecured claims against the Debtor; (c) the state attorneys general for states in which the Debtor conducts business; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of Justice; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). As this application is seeking "first day" relief, within two business days of the hearing on this application, the Debtor will serve copies of this application and any order entered in respect to this application as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

#### **No Prior Request**

25. No prior request for the relief sought in this application has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully requests the entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein, and (b) granting such other relief as is just and proper.

Dated: October 11, 2024

PACHULSKI STANG ZIEHL & JONES LLP

*/s/ James E. O'Neill*

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Debra I. Grassgreen, (*Pro Hac Vice pending*)

John W. Lucas, (*Pro Hac Vice pending*)

Malhar S. Pagay, (*Pro Hac Vice pending*)

James E. O'Neill (DE Bar No. 4042)

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*Proposed Counsel to the  
Debtor and Debtor in Possession*

**EXHIBIT A**

**Proposed Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**ORDER APPOINTING KURTZMAN CARSON CONSULTANTS, LLC,  
DBA VERITA GLOBAL, AS CLAIMS AND NOTICING AGENT,  
EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “Application”)<sup>2</sup> of the above-captioned debtor and debtor in possession (collectively, the “Debtor”) for entry of an order(a) appointing Verita as the Claims and Noticing Agent in the Chapter 11 Case, effective as of the Petition Date, to, among other things: (i) distribute required notices to parties in interest; (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Case; and (iii) provide such other administrative services as required by the Debtor that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Application; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

<sup>1</sup> The Debtor’s mailing address is 5959 Horton Street, Suite 300, Emeryville, CA 94608, and the last four digits of the Debtor’s federal tax identification number is 9534.

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

found that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached as **Exhibit 1** this Order, the Application is granted solely as set forth in this Order and solely with respect to the "Claims Management" and "Noticing" services set forth in the Services Schedule attached to the Engagement Agreement.
3. Pursuant to section 156(c) of title 28 of the United States Code, sections 503 and 1107 of the Bankruptcy Code, Bankruptcy Rule 2002, Local Rules 2002-1 and 9013-1, and the Claims Agent Protocol, the Debtor is authorized to retain Verita as Claims and Noticing Agent in this Chapter 11 Case, effective as of the Petition Date, under the terms of the Engagement Agreement, and Verita is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Case and to perform all related tasks as set forth in the Application.

4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Case, and Verita is authorized and directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Verita is authorized to take such other actions as required to comply with all duties set forth in the Application and this Order.

7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtor is authorized to compensate Verita in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims and Noticing Agent.

9. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and Verita shall serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of Delaware, counsel for the Debtor, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtor's chapter 11 estate.

12. Verita may apply its retainer to all prepetition invoices, and thereafter Verita may hold its retainer under the Engagement Agreement during the Chapter 11 Case as security for payment of Verita's final invoice for services rendered and expenses incurred under the Engagement Agreement.

13. The Debtor is authorized to indemnify Verita under the terms of the Engagement Agreement, subject to the following modifications:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Verita's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;



- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Case (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing the Chapter 11 Case, Verita believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application therefor with the Court, and the Debtor may not pay any such amounts to Verita before the entry of an order by the Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary in the Engagement Agreement, during the Chapter 11 Case, the limitation of liability contained in section IX of the Engagement Agreement shall be given no effect during the pendency of this Chapter 11 Case.

15. In the event that Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and the Debtor's counsel and shall cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

16. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code or any applicable law, for services that are to be performed by Verita but are not specifically authorized by this Order.

17. Verita shall not cease providing Claims and Noticing Services during the Chapter 11 Case for any reason, including nonpayment, without an order of the Court.

18. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

19. The Debtor and Verita are authorized to take all actions necessary to effectuate the relief granted in this Order.

20. After entry of an order terminating Verita's services as the Claims and Noticing Agent, upon the closing of the Chapter 11 Case, or for any other reason, Verita shall be responsible for: (a) forwarding to the Clerk an electronic version of all imaged claims; (b) uploading the creditor mailing list into CM/ECF; and (c) docketing a Final Claims Register.

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

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

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

**EXHIBIT 1**

**Engagement Agreement**



## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 9th day of October 2024, between Gritstone bio Inc. (together with its affiliates and subsidiaries, the “Company”),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



## VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$20,000.00 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11



## VERITA AGREEMENT FOR SERVICES

Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



## VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



## VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:





**VERITA AGREEMENT FOR SERVICES**

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: dfoster@veritaglobal.com

Gritstone bio Inc.  
5959 Horton Street, Suite 300  
Emeryville, CA 94608  
Attn: Celia Economides  
Tel:  
Fax:

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

**XIII. APPLICABLE LAW**

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

**XIV. ENTIRE AGREEMENT/ MODIFICATIONS**

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

**XV. COUNTERPARTS; EFFECTIVENESS**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

**XVI. ASSIGNMENT**

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.



VERITA AGREEMENT FOR SERVICES

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:  
*Evan J. Gershbein*

41878F97DE7747D...  
BY: Evan Gershbein DATE: 09-Oct-2024 | 3:15:50 PM EDT  
TITLE: EVP, Corporate Restructuring Services

Gritstone bio Inc.

*Vassiliki Economides*

BY: Celia Economides DATE: October 9, 2024  
TITLE: Chief Financial Officer






# GRTS - Verita Services Agreement October 9, 2024

Final Audit Report

2024-10-09

Created:	2024-10-09
By:	Hung Phan (hphan@pszjlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAruxMbGz24dN728TdZfJnBxrDiyrkTm5-

## "GRTS - Verita Services Agreement October 9, 2024" History

-  Document created by Hung Phan (hphan@pszjlaw.com)  
2024-10-09 - 6:32:34 PM GMT
-  Document emailed to Celia Economides (celia@gritstone.com) for signature  
2024-10-09 - 6:32:38 PM GMT
-  Email viewed by Celia Economides (celia@gritstone.com)  
2024-10-09 - 6:45:18 PM GMT
-  Document e-signed by Celia Economides (celia@gritstone.com)  
Signature Date: 2024-10-09 - 6:53:59 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-09 - 6:53:59 PM GMT



# Fee Structure

## Consulting Services & Rates<sup>1</sup>

Position	Hourly Rate
Analyst	\$24 - \$48
<p>The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.</p>	
Technology/Programming Consultant <sup>2</sup>	\$28 - \$76
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$52 - \$192
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$196
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$200
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

<sup>1</sup> Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

<sup>2</sup> Certain technology development fees may be applicable.



## Printing & Noticing Services

Service	Fee
Printing	\$0.12 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived <sup>3</sup>
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

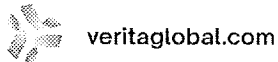
## Claims Administration & Management Expenses

Service	Fee
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

## Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

<sup>3</sup> A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties



## Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

## Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call Center	Standard hourly rates

## Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

**EXHIBIT B**

**Gershbein Declaration**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**DECLARATION OF EVAN GERSHBEIN  
IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER  
(I) APPROVING THE RETENTION AND APPOINTMENT OF KURTZMAN CARSON  
CONSULTANTS, LLC, DBA VERITA GLOBAL, AS THE CLAIMS AND NOTICING  
AGENT TO THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE, AND  
(II) GRANTING RELATED RELIEF**

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I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information, and belief:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC, dba Verita Global ("Verita"), with offices located at 222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor, El Segundo, California 90245. I am authorized to submit this declaration in support of the *Debtor's Application for Entry of Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC, dba Verita Global, as the Claims and Noticing Agent to the Debtor, Effective as of the Petition Date, and (II) Granting Related Relief* (the "Application").<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. Verita is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other

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<sup>1</sup> The Debtor's mailing address is 5959 Horton Street, Suite 300, Emeryville, CA 94608, and the last four digits of the Debtor's federal tax identification number is 9534.

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



administrative aspects of chapter 11 cases. Verita has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including several recent cases filed in this District.<sup>3</sup>

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk's office, the claims and noticing services specified in the Application and Engagement Agreement. In addition, at the Debtor's request, Verita will perform such other claims and noticing services specified in the Application. For the avoidance of doubt, pursuant to the Engagement Agreement, Verita will perform the Claims and Noticing Services for the Debtor in the Chapter 11 Case.

4. Subject to Court approval, the Debtor has agreed to compensate Verita for professional services rendered pursuant to 28 U.S.C. § 156(c) in connection with the Chapter 11 Case according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of an invoice by Verita to the Debtor after the end of each calendar month, which shall include a detailed listing of services and expenses. Verita has received a \$20,000.00 retainer from the Debtor and will first apply the retainer to all prepetition invoices, and

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<sup>3</sup> See, e.g., *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp.*, No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Glob., LLC*, Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Proterra Inc.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); *In re Novan, Inc.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re PGX Holdings, Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops, LLC*, Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Catalina Mktg. Corp.*, Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); *In re CBCRC Liquidating Corp.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadyne LLC*, Case No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); *In re Carestream Health, Inc.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022); and *In re First Guar. Mortg. Corp.*, Case No. 22-10584 (CTG) (Bankr. D. Del. Jul. 1, 2022).

thereafter Verita will hold the retainer under the Engagement Agreement during the Chapter 11 Case as security for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Verita represents, among other things, the following:
  - a. Verita is not a creditor of the Debtor;
  - b. Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Case;
  - c. By accepting employment in the Chapter 11 Case, Verita waives any rights to receive compensation from the United States government in connection with the Chapter 11 Case;
  - d. In its capacity as the Claims and Noticing Agent in the Chapter 11 Case, Verita will not be an agent of the United States and will not act on behalf of the United States;
  - e. Verita will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in the Chapter 11 Case;
  - f. In its capacity as Claims and Noticing Agent in the Chapter 11 Case, Verita will not intentionally misrepresent any fact to any person;
  - g. Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
  - h. Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
  - i. None of the services provided by Verita as Claims and Noticing Agent in the Chapter 11 Case shall be at the expense of the Clerk's office.

6. Although the Debtor does not propose to retain Verita under section 327 of the Bankruptcy Code pursuant to the Application (such retention may be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the "Potential Parties in Interest") in the Chapter 11 Case. The list of

Potential Parties in Interest was provided by the Debtor and is attached hereto as Schedule 1. Verita is not aware of any relationship that would present a disqualifying conflict of interest.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Verita, nor any of its professionals, have any adverse connections to the Debtor, its creditors, or other relevant parties. Verita may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for other chapter 11 debtors.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set

forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JPM Chase Bank is listed on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JPM Chase Bank may be associated with the Debtors.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

12. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

13. To the best of my knowledge, neither Verita nor any of its employees represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term

is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

14. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and Verita will comply with them, subject to the Orders of this Court.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 10, 2024



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Evan Gershbein  
Executive Vice President  
Kurtzman Carson Consultants, LLC,  
dba Verita Global  
222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor  
El Segundo, California 90245

**SCHEDULE 1**

**Potential Parties in Interest**

**Potential Parties in Interest List**

Updated as of October 10, 2024

<b>Entity</b>	<b>Category</b>
DWS Investments UK Limited	5% or More Equity Holders
Redmile Group	5% or More Equity Holders
The Vanguard Group	5% or More Equity Holders
JPM Chase Bank	Bank
Chief Judge John T. Dorsey	Bankruptcy Judges
Judge Brendan L. Shannon	Bankruptcy Judges
Judge Craig T. Goldblatt	Bankruptcy Judges
Judge J. Kate Stickles	Bankruptcy Judges
Judge Karen B. Owens	Bankruptcy Judges
Judge Laurie Selber Silverstein	Bankruptcy Judges
Judge Mary F. Walrath	Bankruptcy Judges
Judge Thomas M. Horan	Bankruptcy Judges
Pachulski Stang Ziehl & Jones LLP	Bankruptcy Professionals
PwC Business Advisory LLP	Bankruptcy Professionals
Raymond James	Bankruptcy Professionals
Agarwal, Shefali	Board Member (current)
Allen, Andrew R.	Board Member (current)
Chan, Timothy A.	Board Member (current)
Corey, Lawrence	Board Member (current)
Fisher, Clare	Board Member (current)
Gulley, James L.	Board Member (current)
Jones Ph.D., Elaine V.	Board Member (current)
Lord, Graham	Board Member (current)
Rizvi, Naiyer A.	Board Member (current)
Sette, Alessandro	Board Member (current)
Webster, Stephen W.	Board Member (current)
Zhukovsky, Eugene	Board Member (current)
Cobbold, Mark	Board Member (former)
Heyman Ph.D., Richard A.	Board Member (former)
Krognes, Steve Edward	Board Member (former)
Li, Jiaxin	Board Member (former)
Mahaffy, Patrick J.	Board Member (former)
Simon III, Nicholas J.	Board Member (former)
Soria, Jean-Charles	Board Member (former)
Woiwode, Thomas F.	Board Member (former)
American Express	Credit Facility
Biomedical Advanced Research and Development Authority	Customer
Gritstone bio, Inc.	Debtor or Debtor affiliate
Alameda County Environmental Health	Government Agencies
Bay Area Air Quality Management District (BAAQMD)	Government Agencies
Boston Public Health Commission	Government Agencies
California Department of Public Health	Government Agencies
Cambridge Public Health Department	Government Agencies
City of Pleasanton	Government Agencies
City of Pleasanton	Government Agencies
Illinois Department of Employment Security	Government Agencies

**Potential Parties in Interest List***Updated as of October 10, 2024*

Massachusetts Department of Unemployment Assistance	Government Agencies
Massachusetts Water Resources Authority	Government Agencies
The Commonwealth of Massachusetts Department of Fire Services	Government Agencies
626 BV Labs, LLC	Landlord
BMR-Sidney Research Campus LLC	Landlord
Deerfield Realty Corp. Trust A	Landlord
Emery Station Joint Venture LLC	Landlord
Emery Station West LLC	Landlord
LAZ Karp Associates LLC DBA LAZ Parking Limited LLC	Landlord
Rollins Road, LLC	Landlord
RREF II Kenmore Lessor III LLC	Landlord
Rref Ii Kenmore Lessor Iii Llc	Landlord
RREF II Kenmore Lessor IV LLC	Landlord
Rref Ii Kenmore Lessor Iv Llc	Landlord
Hercules Capital Funding Trust 2022-1	Lender
Hercules Capital, Inc.	Lender
Silicon Valley Bank	Lender
2seventy bio, Inc.	Licensee
bluebird bio, Inc.	Licensee
Arbutus Biopharma Corporation	Licensor
Genevant Sciences Corporation	Licensor
Protiva Biotherapeutics Inc.	Licensor
Allen, Andrew R.	Officer (current)
Cho, James	Officer (current)
Economides, Vassiliki ("Celia")	Officer (current)
Hawryluk, Matthew J.	Officer (current)
Jones, Erin E.	Officer (current)
Jooss, Karin	Officer (current)
MacDougall, George E.	Officer (current)
Proctor, Stacy	Officer (current)
Aphale, Jayant	Officer (former)
Bellemin, Jean-Marc	Officer (former)
Chan, Timothy A.	Officer (former)
Cobbold, Mark	Officer (former)
Forcht, Mike	Officer (former)
Lord, Graham	Officer (former)
Mendelson, Alan C.	Officer (former)
Rainey, Jonah	Officer (former)
Rizvi, Naiyer A.	Officer (former)
Rousseau, Raphael F.	Officer (former)
Skoberne, Mojca	Officer (former)
Soria, Jean-Charles	Officer (former)
Thompson, Rahsaan W.	Officer (former)
Yabannavar, Vijay	Officer (former)
Yelensky, Roman	Officer (former)
Clearstream Banking S.A.	Professional (Accounting)
EDGE PURSUIT, LLC	Professional (Accounting)



**Potential Parties in Interest List***Updated as of October 10, 2024*

Effectus Group LLC	Professional (Accounting)
Equiniti Trust Company, LLC	Professional (Accounting)
Ernst & Young LLP	Professional (Accounting)
Euroclear Bank SA/NV	Professional (Accounting)
Miranda Chook	Professional (Accounting)
Moss Adams LLP	Professional (Accounting)
One Workplace L. Ferrari	Professional (Accounting)
The Depository Trust Company	Professional (Accounting)
Barclays Capital Inc.	Professional (Financial)
BTIG, LLC	Professional (Financial)
Capital Advisors Group, Inc.	Professional (Financial)
Cowen and Company, LLC	Professional (Financial)
Evercore Group L.L.C.	Professional (Financial)
Goldman Sachs & Co. LLC	Professional (Financial)
TD Securities (USA) LLC	Professional (Financial)
Arnold & Porter	Professional (Legal)
Cooley LLP	Professional (Legal)
Covington & Burling LLP	Professional (Legal)
Cowan Miller & Lederman	Professional (Legal)
ECH Immigration LLC	Professional (Legal)
Fenwick & West LLP	Professional (Legal)
Greenberg Traurig LLP	Professional (Legal)
Harness, Dickey & Pierce, P.L.C.	Professional (Legal)
Iketani Law Corporation	Professional (Legal)
Jones Day	Professional (Legal)
KPM Group DC LLP	Professional (Legal)
Latham & Watkins LLP	Professional (Legal)
Levenfeld Pearlstein LLC.	Professional (Legal)
Lovell Law Group, PC	Professional (Legal)
Ropes & Gray LLP	Professional (Legal)
Scherer Smith & Kenny LLP	Professional (Legal)
Wilson Sonsini Goodrich & Rosati	Professional (Legal)
CUSIP Global Services DBA FactSet Research Systems Inc	Regulatory Agencies
MHRA (Medicines and Healthcare products Regulatory Agency)	Regulatory Agencies
Nasdaq Corporate Solutions LLC	Regulatory Agencies
Securities and Exchange Commission	Regulatory Agencies
The Nasdaq, Inc.	Regulatory Agencies
World Health Organization	Regulatory Agencies
Bill & Melinda Gates Foundation	Strategic Partner/Alliance
Coalition For Epidemic Preparedness Innovations	Strategic Partner/Alliance
Gilead Sciences, Inc.	Strategic Partner/Alliance
National Cancer Institute	Strategic Partner/Alliance
National Institute of Allergy and Infectious Diseases	Strategic Partner/Alliance
California Department of Tax and Fee Administration	Taxing Authorities
City of Boston	Taxing Authorities
City of Cambridge	Taxing Authorities
City of Emeryville	Taxing Authorities

**Potential Parties in Interest List***Updated as of October 10, 2024*

City of Pleasanton	Taxing Authorities
Department of Labor & Industries	Taxing Authorities
Henry C. Levy, Tax Collector, Alameda County	Taxing Authorities
Internal Revenue Service	Taxing Authorities
State of Delaware	Taxing Authorities
Add Life Facilities Services, Inc.	Top 20 Creditors
Allucent (US) LLC	Top 20 Creditors
Beth Israel Deaconess Medical Center	Top 20 Creditors
BMR-Sidney Research Campus LLC	Top 20 Creditors
Box Inc.	Top 20 Creditors
Certara USA, Inc.	Top 20 Creditors
Element Materials Technology (EMT) Oakland - Concord, INC.	Top 20 Creditors
Fisher BioServices Inc.	Top 20 Creditors
Fisher Scientific	Top 20 Creditors
LifeSci Advisors, LLC	Top 20 Creditors
Meso Scale Diagnostics LLC	Top 20 Creditors
MuriGenics Inc.	Top 20 Creditors
OnQ Research Pty LTD.	Top 20 Creditors
Presidio Networked Solutions	Top 20 Creditors
ProPharma Group Holdings, LLC	Top 20 Creditors
Sanquin	Top 20 Creditors
Smartsheet Inc	Top 20 Creditors
Triumvirate Environmental, Inc.	Top 20 Creditors
UniFirst Corporation	Top 20 Creditors
Worldwide Clinical Trials Inc	Top 20 Creditors
Benjamin Hackman	U.S. Trustee Office
Christine Green	U.S. Trustee Office
Diane Giordano	U.S. Trustee Office
Dion Wynn	U.S. Trustee Office
Edith A. Serrano	U.S. Trustee Office
Elizabeth Thomas	U.S. Trustee Office
Fang Bu	U.S. Trustee Office
Hannah M. McCollum	U.S. Trustee Office
Hawa Konde	U.S. Trustee Office
Holly Dice	U.S. Trustee Office
James R. O'Malley	U.S. Trustee Office
Jane Leamy	U.S. Trustee Office
Jonathan Lipshie	U.S. Trustee Office
Jonathan Nyaku	U.S. Trustee Office
Joseph Cudia	U.S. Trustee Office
Joseph McMahon	U.S. Trustee Office
Lauren Attix	U.S. Trustee Office
Linda Casey	U.S. Trustee Office
Linda Richenderfer	U.S. Trustee Office
Malcolm M. Bates	U.S. Trustee Office
Michael Girello	U.S. Trustee Office
Nyanquoi Jones	U.S. Trustee Office

**Potential Parties in Interest List**

*Updated as of October 10, 2024*

Richard Schepacarter	U.S. Trustee Office
Rosa Sierra-Fox	U.S. Trustee Office
Shakima L. Dortch	U.S. Trustee Office
Timothy J. Fox, Jr.	U.S. Trustee Office
DE LAGE LANDEN FINANCIAL SERVICES, INC.	UCC Lien Parties
COLUMBIA UNIVERSITY	University / Educational Institution
Regents of The University of California	University / Educational Institution
Regents of the University of Michigan	University / Educational Institution
Regents of UC	University / Educational Institution
The Ohio State University Foundation dba James Cancer Hospital and Solove Resear	University / Educational Institution
The Regents of University of California LA DBA UCLA Immunogenetics	University / Educational Institution
The Trustees of Columbia Univ in the City of New York	University / Educational Institution
UC Regents - Berkeley	University / Educational Institution
UC Regents - Davis	University / Educational Institution
University of California, Davis	University / Educational Institution
University of Liverpool	University / Educational Institution
University of North Carolina at Chapel Hill	University / Educational Institution
University of Pennsylvania	University / Educational Institution
University of Virginia Patent Foundation	University / Educational Institution

## **EXHIBIT 2**

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

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**ORDER APPOINTING KURTZMAN CARSON CONSULTANTS, LLC,  
DBA VERITA GLOBAL, AS CLAIMS AND NOTICING AGENT,  
EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “Application”)<sup>2</sup> of the above-captioned debtor and debtor in possession (collectively, the “Debtor”) for entry of an order(a) appointing Verita as the Claims and Noticing Agent in the Chapter 11 Case, effective as of the Petition Date, to, among other things: (i) distribute required notices to parties in interest; (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Case; and (iii) provide such other administrative services as required by the Debtor that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Application; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

<sup>1</sup> The Debtor’s mailing address is 5959 Horton Street, Suite 300, Emeryville, CA 94608, and the last four digits of the Debtor’s federal tax identification number is 9534.

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

found that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached as **Exhibit 1** this Order, the Application is granted solely as set forth in this Order and solely with respect to the "Claims Management" and "Noticing" services set forth in the Services Schedule attached to the Engagement Agreement.
3. Pursuant to section 156(c) of title 28 of the United States Code, sections 503 and 1107 of the Bankruptcy Code, Bankruptcy Rule 2002, Local Rules 2002-1 and 9013-1, and the Claims Agent Protocol, the Debtor is authorized to retain Verita as Claims and Noticing Agent in this Chapter 11 Case, effective as of the Petition Date, under the terms of the Engagement Agreement, and Verita is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Case and to perform all related tasks as set forth in the Application.

4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Case, and Verita is authorized and directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Verita is authorized to take such other actions as required to comply with all duties set forth in the Application and this Order.

7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtor is authorized to compensate Verita in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims and Noticing Agent.

9. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and Verita shall serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of Delaware, counsel for the Debtor, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtor's chapter 11 estate.

12. Verita may apply its retainer to all prepetition invoices, and thereafter Verita may hold its retainer under the Engagement Agreement during the Chapter 11 Case as security for payment of Verita's final invoice for services rendered and expenses incurred under the Engagement Agreement.

13. The Debtor is authorized to indemnify Verita under the terms of the Engagement Agreement, subject to the following modifications:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Verita's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;



- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Case (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing the Chapter 11 Case, Verita believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application therefor with the Court, and the Debtor may not pay any such amounts to Verita before the entry of an order by the Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary in the Engagement Agreement, during the Chapter 11 Case, the limitation of liability contained in section IX of the Engagement Agreement shall be given no effect during the pendency of this Chapter 11 Case.

15. In the event that Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and the Debtor's counsel and shall cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

16. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code or any applicable law, for services that are to be performed by Verita but are not specifically authorized by this Order.

17. Verita shall not cease providing Claims and Noticing Services during the Chapter 11 Case for any reason, including nonpayment, without an order of the Court.

18. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

19. The Debtor and Verita are authorized to take all actions necessary to effectuate the relief granted in this Order.

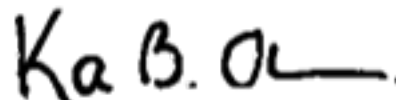
20. After entry of an order terminating Verita's services as the Claims and Noticing Agent, upon the closing of the Chapter 11 Case, or for any other reason, Verita shall be responsible for: (a) forwarding to the Clerk an electronic version of all imaged claims; (b) uploading the creditor mailing list into CM/ECF; and (c) docketing a Final Claims Register.

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

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

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

Dated: October 16th, 2024  
Wilmington, Delaware



KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**Engagement Agreement**



## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 9th day of October 2024, between Gritstone bio Inc. (together with its affiliates and subsidiaries, the "Company"),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure").

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



## VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$20,000.00 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11



## VERITA AGREEMENT FOR SERVICES

Filing, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



## VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



## VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:





## VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: [dfoster@veritaglobal.com](mailto:dfoster@veritaglobal.com)

Gritstone bio Inc.  
5959 Horton Street, Suite 300  
Emeryville, CA 94608  
Attn: Celia Economides  
Tel:  
Fax:

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.



VERITA AGREEMENT FOR SERVICES

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:  
*Evan J. Gershbein*

41878F97DE7747D...  
BY: Evan Gershbein DATE: 09-Oct-2024 | 3:15:50 PM EDT  
TITLE: EVP, Corporate Restructuring Services

Gritstone bio Inc.

*Vassiliki Economides*

BY: Celia Economides DATE: October 9, 2024  
TITLE: Chief Financial Officer






# GRTS - Verita Services Agreement October 9, 2024

Final Audit Report

2024-10-09

Created:	2024-10-09
By:	Hung Phan (hphan@pszjlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAruxMbCz24dN728TdZfJnBxrDiyrkTm5-

## "GRTS - Verita Services Agreement October 9, 2024" History

-  Document created by Hung Phan (hphan@pszjlaw.com)  
2024-10-09 - 6:32:34 PM GMT
-  Document emailed to Celia Economides (celia@gritstone.com) for signature  
2024-10-09 - 6:32:38 PM GMT
-  Email viewed by Celia Economides (celia@gritstone.com)  
2024-10-09 - 6:45:18 PM GMT
-  Document e-signed by Celia Economides (celia@gritstone.com)  
Signature Date: 2024-10-09 - 6:53:59 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-09 - 6:53:59 PM GMT



# Fee Structure

## Consulting Services & Rates<sup>1</sup>

Position	Hourly Rate
Analyst	\$24 - \$48
<p>The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.</p>	
Technology/Programming Consultant <sup>2</sup>	\$28 - \$76
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$52 - \$192
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$196
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$200
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

<sup>1</sup> Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

<sup>2</sup> Certain technology development fees may be applicable.



## Printing & Noticing Services

Service	Fee
Printing	\$0.12 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived <sup>3</sup>
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

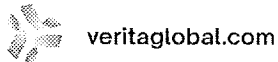
## Claims Administration & Management Expenses

Service	Fee
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

## Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

<sup>3</sup> A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties



## Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

## Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call Center	Standard hourly rates

## Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges