

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Hearing Date: January 16, 2025 at 9:30 a.m. (ET)
Objection Deadline: January 7, 2025 at 4:00 p.m. (ET)

**AMENDED FIRST OMNIBUS MOTION FOR THE ENTRY OF AN ORDER
(A) AUTHORIZING REJECTION OF EXECUTORY CONTRACTS EFFECTIVE AS
OF THE APPLICABLE REJECTION DATE;(B) ABANDONING ANY REMAINING
PERSONAL PROPERTY; AND (C) GRANTING RELATED RELIEF**

**IF YOU HAVE RECEIVED THIS MOTION
AND ARE A COUNTERPARTY TO AN AGREEMENT WITH
THE ABOVE-CAPTIONED DEBTOR, PLEASE REVIEW THIS MOTION
IN ITS ENTIRETY, INCLUDING EXHIBIT A ATTACHED HERETO, TO DETERMINE
IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER**

The above-captioned debtor and debtor in possession (the “Debtor”) file this motion (this “Motion”) for the entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**: (a) authorizing the Debtor to reject certain executory contracts identified on **Schedule 1** to **Exhibit A** (collectively, the “Contracts”);² (b) abandoning any remaining personal property; and (c) granting related relief. The Debtor seeks the rejection of the Contracts and abandonment of personal property effective as of the date listed next to each contract on **Schedule 1** to **Exhibit A** (the “Rejection Effective Date”). The Debtor reserves the right to remove contracts from Schedule 1 prior to the submission of a proposed order to the Court. In support of this Motion, the

¹ 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.

² For the avoidance of doubt, by this Motion, the Debtor seeks to reject the Contracts, including any amendments, restatements, supplements, and associated statements of work associated with the Contracts, whether or not such amendments, restatements, supplements, and associated statements of work are listed in the schedule.



Debtor relies upon and refer this Court to the *Declaration of Celia Economides in Support of the Debtor's Chapter 11 Petition and First Day Relief* (the "First Day Declaration"), incorporated herein by reference.³ In further support of the Motion, the Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. 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 Motion 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.

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 9013-1.

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declaration.

BACKGROUND

A. The Chapter 11 Case

4. On October 10, 2024 (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. On October 29, 2024, the Office of the United States Trustee (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”), including the following members: BMR-Sidney Research Campus LLC; Presidio; and Murigenics, Inc.

5. 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.

6. A detailed description of the Debtor’s business and facts precipitating the filing of the Debtor’s chapter 11 proceeding are set forth in the First Day Declaration.

B. The Sales

7. On October 23, 2024, the Debtor filed the *Motion for (I) an Order (A) Approving Bid Procedures for the Sale of the Debtor’s Assets; (B) Approving Certain Bid Protections in*

Connection with the Debtor's Entry into any Potential Stalking Horse Agreements; (C) Scheduling the Auction and Sale Hearing; (D) Approving the Form and Manner of Notice Thereof; and (E) Granting Related Relief; and (II) an Order or Orders (A) Approving the Sale of the Debtor's Assets Free and Clear of all Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 67] (the "Sale Procedures Motion").

8. On November 14, 2024, the Bankruptcy Court entered the *Order (A) Approving Bid Procedures for the Sale of the Debtor's Assets; (B) Approving Certain Bid Protections in Connection with the Debtor's Entry into any Potential Stalking Horse Agreements; (C) Scheduling the Auction and Sale Hearing; (D) Approving the Form and Manner of Notice Thereof; and (E) Granting Related Relief [Docket No. 181] (the "Bid Procedures Order").*

9. On December 13, 2024, the Debtor file notice of successful bids [Docket No. 257], which reflected that (a) Hercules Capital, Inc., as agent, as the Successful Bidder for the Debtor's machinery and equipment in form of a credit bid in the amount of \$3,000,000.00, (b) Future Solutions Investments, LLC as the Successful Bidder for certain of the Debtor's intellectual property referred to as "Binder IP" in the form of a credit bid in the amount of \$1,500,000.00, and (c) Seattle Project Corp. as the Successful Bidder for all other Assets (other than "Binder IP" and other the excluded assets) based on its final bid at the Auction in the amount of \$21,250,000.00.

10. On December 20, 2024, the Court approved the foregoing bids subject to finalizing the terms of the proposed sale orders for each sale. The Debtor are now moving to close the sales and also reject any contracts that are not necessary for the sales or for the remaining business.

C. The Contracts to Be Rejected

11. The Contracts consist of various agreements, such as service agreements, that the Debtor does not require for its go-forward operations and that are otherwise burdensome to the

Debtor's estate. The Debtor, in the exercise of its reasonable business judgment, seeks to reject these Contracts.

D. The Abandoned Personal Property

12. In conjunction with rejection of the Contracts, the Debtor evaluated the remaining personal property belonging to its estate held or controlled with any of the counterparties to the Contracts. The Debtor has determined that any personal property remaining with the counterparties to the Contracts is (a) of inconsequential value or (b) the cost of removing and storing such personal property for future use, marketing, or sale exceeds its value to the Debtor's estate. Moreover, any remaining personal property is no longer necessary for the Debtor's business operations or the administration of the Debtor's estate.

13. Accordingly, to reduce postpetition administrative costs, and in the exercise of the Debtor's sound business judgment, the Debtor believes that the abandonment of the remaining personal property is appropriate and in the best interest of the Debtor, its estate, and its creditors.

RELIEF REQUESTED

14. By this Motion, the Debtor seeks the entry of an order, substantially in the form attached hereto as **Exhibit A**: (a) authorizing the Debtor to reject the Contracts effective as of the applicable Rejection Effective Date; (b) abandoning any personal property being held or controlled by the counterparties to the Contracts; and (c) granting related relief.

BASIS FOR RELIEF

A. Rejection of the Contracts is Appropriate

15. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The decision to assume or reject an executory contract or unexpired

lease is a matter within the “business judgment” of the debtor. *See Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (citation omitted) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985). Further, “[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).

16. Rejection of executory contracts and unexpired leases is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nan Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a). *See In re Fed. Mogul Glob., Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re Bradlees Stores, Inc.*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*, 210 B.R. 506 (S.D.N.Y. 1997); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtors’ decision to assume or reject an executory contract “should be granted as a matter of course”).

17. The Contracts are not sources of potential value for the Debtor’s estate or stakeholders. The Debtor’s payment obligations under the Contracts eliminate any potential value of the Contracts to the Debtor’s estate. Accordingly, the Debtor has determined that the Contracts

constitute an unnecessary drain on the Debtor's resources, and rejection of the Contracts reflects the Debtor's exercise of sound business judgment.

B. Retroactive Rejection as of the Rejection Effective Date is Appropriate

18. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions as to the manner in which the court can approve rejection”); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 “does not prohibit the bankruptcy court from allowing the rejection . . . to apply retroactively”). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028–29 (1st. Cir. 1995) (stating that “rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively”); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating that “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *CCI Wireless*, 297 B.R. at 140 (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *BP Energy Co. v. Bethlehem Steel Corp.*, No. 02 Civ. 6419 (NRB), 2002 U.S. Dist. LEXIS 22052, at *10 (S.D.N.Y. Nov. 15, 2002) (“[W]e cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); *see also In re At Home Corp.*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) (holding “that a bankruptcy court may approve retroactively the rejection of an unexpired nonresidential lease”). Here, the balance of

equities favors rejection of the Contracts effective as of the applicable Rejection Effective Date. Without such relief, the Debtor will potentially incur unnecessary administrative expenses related to agreements that provide no benefit to the Debtor's estate.

19. Courts in this jurisdiction have approved relief similar to that requested herein. *See, e.g., In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023) (authorizing rejection of unexpired leases *nunc pro tunc* to petition date); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (authorizing the rejection of unexpired leases *nunc pro tunc* to the petition date); *In re PES Holdings, LLC*, No. 19-11626 (KG) (Bankr. D. Del. Sept. 19, 2019) (authorizing the rejection of unexpired leases and executory contracts *nunc pro tunc* to specified dates); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing the rejection of unexpired leases *nunc pro tunc* to a specified date); *In re Samson Resources Corp.*, No. 15-11934 (CSS) (Bankr. D. Del. Sept. 2, 2016) (same); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016) (authorizing the rejection of unexpired leases and executory contracts *nunc pro tunc* to the petition date).

20. Accordingly, the Debtor respectfully submits that the Court should deem the Contracts rejected, effective as of the applicable Rejection Effective Date.

C. The Abandonment of Personal Property is Appropriate

21. Further, the abandonment of the remaining personal property held or controlled by the counterparties to the Contracts is appropriate and authorized by the Bankruptcy Code. *See* 11 U.S.C. § 554(a). Section 554(a) provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See, e.g., In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr.

D.D.C. 1994) (“Clearly, the court should give deference to the trustee’s judgment in such matters.”). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *See id.*

22. Before deciding to abandon any personal property, the Debtor determined that the costs of moving, storing, marketing, and/or selling such personal property outweighed any benefit to the Debtor’s estate. Further, any efforts by the Debtor to move or market the personal property could unnecessarily delay the Debtor’s rejection of the Contracts. Accordingly, it is in the best interest of the Debtor and its estate for the Debtor to be able to abandon any remaining personal property held or controlled by the counterparties to the Contracts.

23. Courts in this jurisdiction have approved relief similar to the relief requested herein. *See, e.g., In re Destination Maternity Corp.*, No. 19-12256 (BLS) (Bankr. D. Del. Dec. 4, 2019) (authorizing the Debtor to abandon personal property in connection with lease rejection); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (same); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016) (same).

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

24. The Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

NOTICE

25. The Debtor will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Timothy Jay Fox, Jr. (timothy.fox@usdoj.gov); (b) counsel for the Committee (i) ArentFox Schiff LLP, 1301 Avenue of the Americas, Floor 42, New York, New York 10019, Attn.: Andrew I. Silfen (andrew.silfen@afslaw.com), Beth M. Brownstein (beth.brownstein@afslaw.com), James E. Britton (james.britton@afslaw.com), and Patrick Feeney (patrick.feeney@afslaw.com); (ii) Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn.: Christopher M. Samis (csamis@potteranderson.com), Aaron H. Stulman (astulman@potteranderson.com), Katelin A. Morales (kmorales@potteranderson.com), and Ethan H. Sulik (esulik@potteranderson.com); (c) counsel to the Prepetition Secured Lenders, (i) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Stacy L. Newman (snewman@coleschotz.com), Stuart Komrower (skomrower@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (ii) Sheppard Mullin, Four Embarcadero Center, Seventeenth Floor, San Francisco, CA 94111, Attn: Ori Katz (okatz@sheppardmullin.com) and Robert K. Sahyan (rsahyan@sheppardmullin.com); (d) the United States Attorney's Office for the District of Delaware; (e) the state attorneys general for all states in which the Debtor conducts business; (f) Counterparties to the Contracts; and (g) any party that requests service pursuant to Bankruptcy Rule 2002. The Debtor respectfully submits that no further notice is required.

NO PRIOR REQUEST

26. The Debtor has not made any prior request for the relief sought herein to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: December 24, 2024

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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

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

Malhar S. Pagay, (admitted *pro hac vice*)

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Counsel to the Debtor and Debtor in Possession

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

In re:

GRITSTONE BIO, INC.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Hearing Date: January 16, 2025 at 9:30 a.m. (ET)
Objection Deadline: January 7, 2025 at 4:00 p.m. (ET)

**NOTICE OF AMENDED FIRST OMNIBUS MOTION FOR THE ENTRY OF AN
ORDER (A) AUTHORIZING REJECTION OF EXECUTORY CONTRACTS
EFFECTIVE AS OF THE APPLICABLE REJECTION DATE;(B) ABANDONING ANY
REMAINING PERSONAL PROPERTY; AND (C) GRANTING RELATED RELIEF**

**IF YOU HAVE RECEIVED THIS MOTION
AND ARE A COUNTERPARTY TO AN AGREEMENT WITH
THE ABOVE-CAPTIONED DEBTOR, PLEASE REVIEW THIS MOTION
IN ITS ENTIRETY, INCLUDING EXHIBIT A ATTACHED HERETO, TO DETERMINE
IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER**

PLEASE TAKE NOTICE that, on December 24, 2024, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Amended First Omnibus Motion for the Entry of an Order (A) Authorizing Rejection of Executory Contracts Effective as of the Applicable Rejection Date; and (B) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses to the Motion must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received **on or before 4:00 p.m. (prevailing Eastern Time) on January 7, 2025.**

¹ 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.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Timothy Jay Fox, Jr. (timothy.fox@usdoj.gov); (ii) counsel to the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: James E. O'Neill (joneill@pszjlaw.com), Debra I. Grassgreen (dgrassgreen@pszjlaw.com), John W. Lucas (jlucas@pszjlaw.com), and Malhar S. Pagay (mpagay@pszjlaw.com); (iii) counsel to the Prepetition Secured Lenders, (a) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Stacy L. Newman (snewman@coleschotz.com), Stuart Komrower (skomrower@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (b) Sheppard Mullin, Four Embarcadero Center, Seventeenth Floor, San Francisco, CA 94111, Attn: Ori Katz (okatz@sheppardmullin.com) and Robert K. Sahyan (rsahyan@sheppardmullin.com); and (iv) counsel for the Committee (a) ArentFox Schiff LLP, 1301 Avenue of the Americas, Floor 42, New York, New York 10019, Attn.: Andrew I. Silfen (andrew.silfen@afslaw.com), Beth M. Brownstein (beth.brownstein@afslaw.com), James E. Britton (james.britton@afslaw.com), and Patrick Feeney (patrick.feeney@afslaw.com); (b) Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn.: Christopher M. Samis (csamis@potteranderson.com), Aaron H. Stulman (astulman@potteranderson.com), Katelin A. Morales (kmorales@potteranderson.com), and Ethan H. Sulik (esulik@potteranderson.com).

PLEASE TAKE FURTHER NOTICE that the Debtor reserves the right to remove contracts from the schedule of contracts proposed to be rejected.

PLEASE TAKE FURTHER NOTICE THAT IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON JANUARY 16, 2025 AT 9:30 A.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE KAREN B. OWENS, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, LOCATED AT 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 24, 2024

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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

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

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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.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Related Docket No.:

**ORDER (A) AUTHORIZING THE AMENDED FIRST OMNIBUS
REJECTION OF EXECUTORY CONTRACTS EFFECTIVE AS OF THE
APPLICABLE REJECTION DATE; (B) ABANDONING PERSONAL PROPERTY;
AND (C) GRANTING RELATED RELIEF**

Upon consideration of the *Amended First Omnibus Motion for the Entry of an Order (A) Authorizing Rejection of Executory Contracts Effective as of the Applicable Rejection Date; and (B) Granting Related Relief* (the “Motion”)² of the above-captioned debtor and debtor in possession (the “Debtor”) for the entry of an order (this “Order”): (a) authorizing the Debtor to reject the Contracts effective as of the Rejection Effective Date listed on **Schedule 1** annexed hereto; (b) abandoning personal property; and (c) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; 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 Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under

¹ 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.

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

the circumstances and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contracts, including any amendments, restatements, supplements, and associated statements of work associated with the Contracts, shall each be deemed rejected as of the Rejection Effective Date.
3. Within three (3) calendar days after entry of this Order, the Debtor will serve this Order on the counterparty to each Contract.
4. Counterparties to Contracts that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts, if any, by the later of: (a) any applicable claims bar date established in this Chapter 11 Case; or (b) 30 days after entry of this Order. The Debtor reserves all rights to contest any such claim and to contest the characterization of each Contract as executory or not, and to contest whether such Contract may have terminated prior to the Petition Date or otherwise, or may not have been effective prior to the Petition Date or otherwise.
5. With respect to the Contracts listed on **Schedule 1** hereto, any personal property remaining with the counterparties to the Contracts as of the Rejection Effective Date shall be deemed abandoned and the landlord shall be free to dispose of such abandoned property in its sole and absolute discretion without notice or liability to the Debtor or any third parties.

6. The counterparties of any Contract rejected by this Order may use or dispose of the abandoned property in their sole and absolute discretion without notice or liability to the Debtor or its estate.

7. The Debtor reserves its right to assume, assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtor's right under the Bankruptcy Code or any other applicable law.

9. Notwithstanding the possible applicability of Rules 6004(g), 7062, or 9014 of the Federal Rules of Bankruptcy Procedure, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

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

SCHEDULE 1

Rejected Contracts¹

¹ For the avoidance of doubt, the listed Contracts, includes any amendments, restatements, supplements, and associated statements of work associated therewith, whether or not such amendments, restatements, supplements, and associated statements of work are listed in the schedule.

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
1AB Media, Inc.	1AB Media, Inc. - Master Services Agreement - Jan 01, 2021	1/1/2021	12/24/2024
1AB Media, Inc.	1AB Media, Inc. - Master Services Agreement - Apr 11, 2017	4/11/2017	12/24/2024
1AB Media, Inc.	1AB Media, Inc. - SOW - Jan 01, 2024 (SOW #4)	1/1/2024	12/24/2024
2seventy bio, Inc.	2seventy bio, Inc. - Other - Jul 31, 2024 (Assignment notice to Regeneron)	7/31/2024	12/24/2024
2seventy bio, Inc.	Bluebird bio, Inc. - Other - Aug 20, 2018 - Amendment - Nov 29, 2023	11/29/2023	12/24/2024
3 Bridge Networks LLC	3 Bridge Networks LLC - SOW - Mar 01, 2024	3/1/2024	12/24/2024
3 Bridge Networks LLC	3 Bridge Networks LLC - Master Services Agreement - Feb 27, 2024	2/27/2024	12/24/2024
4BASEBIO	4BASEBIO - CDA - Aug 08, 2024 (To understand the synthetic plasmid DNA mfg capabilities)	8/8/2024	12/24/2024
AbbVie Inc.	AbbVie Inc. - CDA - Jan 02, 2024 (Business Development)	1/2/2024	12/24/2024
Abingworth LLP	Abingworth LLP - CDA - Sep 17, 2024	9/17/2024	12/24/2024
Absolute Antibody Limited	Absolute Antibody Limited - Other - Jun 07, 2019	6/7/2019	12/24/2024
Abzena (Cambridge) Limited	Abzena (Cambridge) Limited - Master Services Agreement - June 27, 2022	6/27/2022	12/24/2024
Accretive Solutions	Accretive Solutions - Master Consulting Agreement - Oct 11, 2017	10/11/2017	12/24/2024
Achilles Therapeutics plc	Achilles Therapeutics plc - CDA - Sep 06, 2024	9/6/2024	12/24/2024
Acilon Consulting LLC	Acilon Consulting LLC - Master Services Agreement - Jun 10, 2024	6/10/2024	12/24/2024
Acilon Consulting LLC	Acilon Consulting LLC - SOW - Jun 11, 2024	6/11/2024	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - Master Services Agreement - Apr 13, 2021	4/13/2021	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - Master Services Agreement - Sep 22, 2020	9/22/2020	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - Master Services Agreement - Mar 05, 2020	3/5/2020	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - SOW - April 12, 2022 (WO GO-009 AMND #2))	4/12/2022	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - SOW - March 31, 2022 (GO-009))	3/31/2022	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - SOW - February 23, 2022 (GO-009))	2/23/2022	12/24/2024
Adaptive Biotechnologies Corporation	Amendment - Nov 16, 2022	11/16/2022	12/24/2024
Adaptive Biotechnologies Corporation	Amendment - Mar 23, 2022	3/23/2022	12/24/2024
Adaptive Biotechnologies Corporation	Amendment - Feb 23, 2022	2/23/2022	12/24/2024
Advanced Cell Diagnostics, Inc	Advanced Cell Diagnostics, Inc - Master Services Agreement - Aug 02, 2023	8/2/2023	12/24/2024
Advanced Clinical LLC	Advanced Clinical LLC - Staffing Supplier Agreement - June 09, 2022	6/9/2022	12/24/2024
Advanced Clinical LLC	Advanced Clinical LLC - Recruiter – Contingency Fee - Apr 01, 2016	4/1/2016	12/24/2024
Advanced Imaging Devices GmbH	Advanced Imaging Devices GmbH - Other - Oct 18, 2023	10/18/2023	12/24/2024
Advanced Research, LLC	Advanced Research - CTA - March 16, 2022 (GO-010))	3/16/2022	12/24/2024
Advarra, Inc.	Advarra, Inc. - Other - Mar 18, 2021	3/18/2021	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Oct 01, 2024	10/1/2024	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Jun 01, 2024	6/1/2024	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Jan 20, 2024	1/20/2024	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Sep 22, 2023	9/22/2023	12/24/2024
Agilent Technologies	Agilent Technologies - Other - Oct 01, 2018	10/1/2018	12/24/2024
Agilent Technologies	Agilent Technologies - CDA - Aug 14, 2019	8/14/2019	12/24/2024
Agiloft, Inc.	Agiloft, Inc - Master Services Agreement - September 01, 2022	9/1/2022	12/24/2024
AHS Hospital Corp	AHS Hospital Corp - CTA - September 01, 2022 (GO-010))	9/1/2022	12/24/2024
Air Energy Group, LLC	Air Energy Group, LLC - Master Services Agreement - Dec 08, 2023 (MSA)	12/8/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Air Energy Group, LLC	Air Energy Group, LLC - SOW - Mar 30, 2024 (Maintenance of vacuum skid for 660 Beacon)	3/30/2024	12/24/2024
Alan Fix	Alan Fix - CDA - Dec 14, 2023	12/14/2023	12/24/2024
Aldevron, LLC	Aldevron, LLC - CDA - December 17, 2021	12/17/2021	12/24/2024
Alessandro Sette	Alessandro Sette - Consulting Agreement (One-time use) - Jun 01, 2024	6/1/2024	12/24/2024
Alexander Boucher	Alexander Boucher - CDA - Feb 16, 2021	2/16/2021	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc. - Services Agreement (One-time use) - Jul 01, 2024	7/1/2024	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc. - Services Agreement (One-time use) - Sep 01, 2023	9/1/2023	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services - Consulting Agreement (one-time use) - October 21, 2021)	10/21/2021	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc - Other - January 01, 2023	1/1/2023	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc - Other - May 17, 2022 (Business Associate Agreement))	5/17/2022	12/24/2024
Allucent (US), LLC	Cato Research - SOW - October 01, 2021 (#4)) - CNF - Mar 11, 2024	3/11/2024	12/24/2024
Allucent (US), LLC	Cato Research - SOW - October 01, 2021 (#4)) - CNF - Nov 27, 2023	11/27/2023	12/24/2024
Allucent (US), LLC	Cato Research - SOW - October 01, 2021 (#4)) - Amendment - Apr 29, 2024	4/29/2024	12/24/2024
American Express Travel and Related Services Company, Inc.	American Express Travel and Related Services Company, Inc. - CDA - Jan 14, 2020	1/14/2020	12/24/2024
American Oncology Partners of Maryland, P.A (dba Center for Cancer and Blood Disorders)	Center for Cancer and Blood Disorders - CTA - March 18, 2022 (GO-010))	3/18/2022	12/24/2024
American Stock Transfer & Trust Company, LLC/Equiniti	American Stock Transfer & Trust Company, LLC - CDA - Aug 31, 2018	8/31/2018	12/24/2024
American Type Culture Collection	American Type Culture Collection - Materials Transfer Agreement - Jul 27, 2023	7/27/2023	12/24/2024
Analytical Technologies Group, LLC	Analytical Technologies Group, LLC - SOW - Apr 05, 2024	4/5/2024	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc. - Master Services Agreement - Jun 01, 2024	6/1/2024	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc - SOW - February 28, 2022	2/28/2022	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc - Services Agreement (one-time use) - February 24, 2023 (SER and SOW (Rewards Sol)	2/24/2023	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc - Services Agreement (one-time use) - February 28, 2022	2/28/2022	12/24/2024
Aon Radford	Aon Radford - SOW - Apr 30, 2024	4/30/2024	12/24/2024
Aon Radford	Aon Radford - Services Agreement (One-time use) - Jun 22, 2020	6/22/2020	12/24/2024
Apex Life Sciences LLC	Apex Life Sciences LLC - Recruiter – Contingency Fee - Nov 13, 2018	11/13/2018	12/24/2024
Apriori Bio, Inc.	Apriori Bio, Inc. - CDA - Oct 15, 2024	10/15/2024	12/24/2024
Arbutus Biopharma Corporation	Arbutus Biopharma Corporation - CDA - Jan 01, 2017	1/1/2017	12/24/2024
Arbutus Biopharma Corporation	Arbutus Biopharma Corporation - Other - Sep 03, 2019	9/3/2019	12/24/2024
Arbutus Biopharma Corporation	Arbutus Biopharma Corporation - Other - Aug 03, 2018	8/3/2018	12/24/2024
Arbutus Biopharma Corporation	Arbutus Biopharma Corporation - Other - Dec 21, 2017	12/21/2017	12/24/2024
ArcherDX Inc.	ArcherDX Inc. - Master Services Agreement - Sep 23, 2019	9/23/2019	12/24/2024
Arcturus Therapeutics Inc.	Arcturus Therapeutics Inc. - CDA - Sep 23, 2024	9/23/2024	12/24/2024
Arnold & Porter Kaye Scholer LLP	Arnold & Porter Kaye Scholer LLP - Master Services Agreement - May 08, 2020	5/8/2020	12/24/2024
ARUP Laboratories, Inc.	ARUP Laboratories, Inc - Services Agreement (one-time use) - July 01, 2021	7/1/2021	12/24/2024
Aspire Bio Consulting	Aspire Bio Consulting - CDA - Jan 09, 2024	1/9/2024	12/24/2024
Aspire Tek Corporation	Aspire Tek Corporation - Master Consulting Agreement (non-HCP) - August 25, 2022	8/25/2022	12/24/2024
AspireBio Consulting	AspireBio Consulting - Consulting Agreement (One-time use) - Jun 06, 2024	6/6/2024	12/24/2024
Associated Services Company	Associated Services Company - Services Agreement (one-time use) - September 17, 2021 (1 DeJong Duke)	9/17/2021	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
AstraZeneca Pharmaceuticals LP	AstraZeneca Pharmaceuticals LP - CDA - September 20, 2022	9/20/2022	12/24/2024
AstraZeneca UK Limited	AstraZeneca UK Limited - CDA - Jul 25, 2022 - Amendment - Jul 25, 2022	7/25/2022	12/24/2024
AstraZeneca UK Limited	AstraZeneca UK Limited - CDA - Jul 06, 2022	7/6/2022	12/24/2024
AstraZeneca UK Limited	AstraZeneca UK Limited - CDA - Jul 25, 2022	7/25/2022	12/24/2024
AT&T Corp	AT&T Corp - License Agreement - October 11, 2022 (Extra Lines))	10/11/2022	12/24/2024
AT&T Corp	AT&T Corp - Other - September 19, 2022 (LOA))	9/19/2022	12/24/2024
ATG Service	ATG Service - Services Agreement (One-time use) - Sep 01, 2024	9/1/2024	12/24/2024
ATG Service	ATG Service - Services Agreement (One-time use) - Jul 03, 2024	7/3/2024	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - March 30, 2023	3/30/2023	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - March 30, 2023	3/30/2023	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - Apr 05, 2024 (Maintenance and repairs to the vacuum system in Emeryville)	4/5/2024	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - Feb 09, 2024 (Maintenance and repairs to utility systems in Pleasanton)	2/9/2024	12/24/2024