

**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)

**CERTIFICATION OF COUNSEL REGARDING ORDER
APPROVING STIPULATION REGARDING THE POTENTIAL ASSUMPTION,
ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF GENEVANT AGREEMENTS**

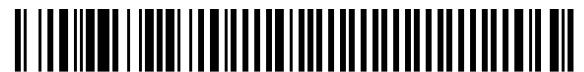
I, John Lucas, counsel for the debtor (the “Debtor”) in the above-captioned chapter 11 case, hereby certify and state as follows:

1. On October 10, 2024 (the “Petition Date”) the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. On November 14, 2024, the Court entered an order [Docket No. 181] authorizing the Debtor to establish procedures related to, among other things, the assumption, assumption and assignment, or transfer of executory contracts and unexpired leases in connection with a sale or sales of the Debtor’s assets.

3. On November 14, 2024, the Debtor filed the *Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 186] (the “Cure Notice”), which listed the certain agreements with Genevant Sciences GmbH, Genevant Sciences Corporation, and Genevant Sciences, Inc. (collectively, “Genevant”) that 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.



Debtor believed may be assumed and/or assigned or transferred in connection with the Debtor's asset sale (the "Genevant Agreements") and the proposed cure amounts related thereto.

4. On December 4, 2024, Genevant filed the *Limited Objection and Reservation of Rights of Genevant to Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 220] (the "Objection").

5. On December 23, 2024, the Court entered the *Order (A) Approving the Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts; and (C) Granting Related Relief* [Docket No. 293] (the "Sale Order") which authorized the sale (the "Sale") of certain of the Debtor's assets to Seattle Project Corp. ("SPC"), and approved the Asset Purchase Agreement between the Debtor and SPC.

6. On December 31, 2024, the Debtor filed that certain *Notice of Designation of Contracts for Assumption and Assignment Pursuant to Asset Purchase Agreement with Seattle Project Corp.* [Docket No. 325] (the "Contract Notice") which designated certain agreements for assumption and assignment to SPC in connection with the Sale. The Genevant Agreements were included in the Contract Notice.

7. On February 12, 2025, the Court entered the *Order (I) Approving the Disclosure Statement; (II) Scheduling Confirmation Hearing; (III) Approving Form and Manner of Notice of Confirmation Hearing; (IV) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Plan, Including (A) Approving Form and Content of Solicitation Materials; (B) Establishing Record Date and Approving Procedures for Distribution of Solicitation Materials; (C) Approving Forms of Ballots; (D) Establishing Voting Deadline for Receipt of Ballots and (E) Approving Procedures for Vote Tabulations; (V) Approving Form and Manner of*

Notice of Plan Releases; (VI) Establishing Deadline and Procedures for Filing Objections to Confirmation of Plan; and (VII) Granting Related Relief [Docket No. 442], pursuant to which the Court authorized the Debtor to solicit acceptances on *Gritstone Bio, Inc. 's First Modified Chapter 11 Plan of Reorganization* [Docket No. 423] (as may be amended or modified, the "Plan"). The Court will consider confirmation of the Plan on March 25, 2025 at 10:00 a.m. (ET).

8. The Debtor, SPC, and Genevant (the "Parties") have not yet reached an agreement with respect to certain issues related to the Cure Notice, the Contract Notice and the assumption and assignment of the Genevant Agreements.

9. The Parties have engaged in discussions with respect to the Objection, the Contract Notice, the Sale Order and the Plan. To memorialize the terms of the Parties' agreement and subject to approval of this Court, the Parties have entered into a stipulation (the "Stipulation").

10. The Stipulation is appended as Exhibit 1 to the proposed form of order attached hereto as Exhibit A (the "Proposed Order").

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order at its earliest convenience.

Dated: February 26, 2025
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ John W. Lucas

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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)

ORDER (I) APPROVING STIPULATION REGARDING THE POTENTIAL ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF GENEVANT AGREEMENTS AND (II) GRANTING RELATED RELIEF

Upon consideration of the *Stipulation Regarding the Potential Assumption, Assumption and Assignment, or Transfer of Genevant Agreements* attached hereto as **Exhibit 1** (the “Stipulation”); and the Court having determined that good and adequate cause exists for approval of the Stipulation; and upon the certification of counsel, dated as of February 25, 2025, filed by the Debtor submitting entry of this Order approving the Stipulation, and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation is APPROVED in the form attached hereto as **Exhibit 1**.
2. The Parties are authorized and empowered to take such actions as may be necessary or appropriate to implement the terms of this Order and the Stipulation.
3. Upon entry of this Order, the Stipulation shall be binding on and shall inure to the benefit of the Parties thereto and their respective successors and assigns, including, for the avoidance of doubt, any subsequently appointed representative on behalf the Debtor’s estate.

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.

4. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

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

EXHIBIT 1

Stipulation

**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)

**STIPULATION REGARDING THE POTENTIAL ASSUMPTION, ASSUMPTION AND
ASSIGNMENT, OR TRANSFER OF GENEVANT AGREEMENTS**

This stipulation (this “Stipulation”) is entered into between and among Gritstone Bio, Inc. (“Gritstone” or the “Debtor”), Genevant Sciences GmbH, Genevant Sciences Corporation, and Genevant Sciences, Inc. (collectively, “Genevant”), and Seattle Project Corp. (“SPC” and together with Gritstone and Genevant, the “Parties”). The Parties hereby stipulate and agree as follows:

RECITALS

A. The Genevant Agreements

WHEREAS, on October 10, 2024 (the “Petition Date”) the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS, on November 14, 2024, the Court entered an order [Docket No. 181] (the “Bid Procedures Order”)² authorizing the Debtor to establish procedures related to, among other things, the assumption, assumption and assignment, or transfer of executory contracts and unexpired leases in connection with a sale or sales of the Debtor’s assets.

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 otherwise not defined herein shall have the meanings ascribed to such terms in the Bid Procedures Order or Sale Order (defined below), as applicable.

WHEREAS, in accordance with the Bid Procedures Order, on November 14, 2024, the Debtor filed the *Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 186] (the “Cure Notice”), which listed the following agreements with Genevant that the Debtor believed may be assumed and/or assigned or transferred in connection with the Debtor’s asset sale (the “Genevant Agreements”) and the proposed cure amounts related thereto (the “Cure Amount”):

Contract Counterparty	Contract/Lease Title	Agreement Date	Proposed Cure
Genevant Sciences Corporation	(3-party NDA with Genevant and Merck Cie)) - Amendment - Jul 28, 2023	7/28/2023	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Aug 10, 2023 - Amendment - Aug 09, 2024 ³	8/9/2024	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - SOW - Jul 15, 2024 ⁴	7/15/2024	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Aug 10, 2023	8/10/2023	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 20, 2020	1/29/2021 ⁵	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 21[sic], 2020	10/21[sic]/2020 ⁶	\$0.00

³ Genevant understands this to be referring to Amendment No. 1 to the referenced agreement.

⁴ Genevant understands that to be referring to the R&D Support Plan contemplated by, and added by amendment to, the January 15, 2021 agreement.

⁵ Genevant understands this to be referring to Amendment No. 1 to the referenced agreement. There is also an Amendment No. 1 to the January 15, 2021 agreement, effective on the same date, that is not listed in the table but should be.

⁶ Genevant believes the correct effective date of this agreement is October 20, 2020.

Contract Counterparty	Contract/Lease Title	Agreement Date	Proposed Cure
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 21[sic], 2020 - Amendment - Aug 14, 2023 ⁷	8/14/2023	\$0.00
Genevant Sciences GmbH c/o Genevant Sciences Corporation	Genevant Sciences GmbH c/o Genevant Sciences Corporation - Other - March 15, 2022 (Gritstone bio and)	3/15/2022	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - License Agreement - Jan 15, 2021	1/15/2021	\$12,155.94
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - Mar 31, 2020	3/31/2020	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - Mar 31, 2020	3/31/2020	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - May 02, 2019	5/2/2019	\$0.00

WHEREAS, on December 4, 2024, Genevant filed the *Limited Objection and Reservation of Rights of Genevant to Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 220] (the “Objection”).

WHEREAS, pursuant to the Objection, and as explained in more detail therein, Genevant objected to the assumption, assumption and assignment, or transfer of the Genevant Agreements and generally reserved its rights with respect to the same.

⁷ Genevant understands this to be referring to Amendment No. 2 to the referenced agreement.

B. The Sale to SPC

WHEREAS, pursuant to the Bidding Procedures Order, the Debtor held a multi-day Auction between December 9 and December 12, 2024. Following the Auction, on December 13, 2024, the Debtor filed the *Notice of Filing of Successful Bidders and Auction Results for Sale of Assets* [Docket No. 257] (the “Notice of Successful Bidders”). Attached as Exhibit C to the Notice of Successful Bidders was the list of Transferred Contracts pursuant to the Asset Purchase Agreement between the Debtor and SPC (the “SPC APA”). The Genevant Agreements were not included as Transferred Contracts.

WHEREAS, on December 23, 2024, the Court entered the *Order (A) Approving the Sale of Substantially All of the Debtor’s Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts; and (C) Granting Related Relief* [Docket No. 293] (the “Sale Order”) which approved the SPC APA and authorized the sale of certain of the Debtor’s assets to SPC (the “Sale”).

WHEREAS on December 31, 2024, the Debtor filed that certain *Notice of Designation of Contracts for Assumption and Assignment Pursuant to Asset Purchase Agreement with Seattle Project Corp.* [Docket No. 325] (the “Contract Notice”) which designated certain agreements for assumption and assignment to SPC. The Genevant Agreements were included in the Contract Notice.

WHEREAS, the deadline to assert objections to the Contract Notice was originally set for January 14, 2025, which was extended for Genevant upon agreement of the Parties.

WHEREAS, SPC and Genevant have engaged in discussions regarding certain of the issues related to the potential assumption and assignment of the Genevant Agreements, but such issues remain presently unresolved.

C. The Debtor's Plan

WHEREAS, on February 12, 2025, the Court entered the *Order (I) Approving the Disclosure Statement; (II) Scheduling Confirmation Hearing; (III) Approving Form and Manner of Notice of Confirmation Hearing; (IV) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Plan, Including (A) Approving Form and Content of Solicitation Materials; (B) Establishing Record Date and Approving Procedures for Distribution of Solicitation Materials; (C) Approving Forms of Ballots; (D) Establishing Voting Deadline for Receipt of Ballots and (E) Approving Procedures for Vote Tabulations; (V) Approving Form and Manner of Notice of Plan Releases; (VI) Establishing Deadline and Procedures for Filing Objections to Confirmation of Plan; and (VII) Granting Related Relief* [Docket No. 442], pursuant to which the Court authorized the Debtor to solicit acceptances on *Gritstone Bio, Inc.'s First Modified Chapter 11 Plan of Reorganization* [Docket No. 423] (as may be amended or modified, the "Plan").

WHEREAS, Article VI of the Plan contains certain provisions related to assumption or rejection of executory contracts.

WHEREAS, the Court will consider confirmation of the Plan on March 25, 2025 at 10:00 a.m. (ET).

WHEREAS, the Parties have not yet reached an agreement with respect to certain issues related to the Cure Notice, the Contract Notice and the assumption and assignment of the Genevant Agreements.

WHEREAS, the Parties have engaged in discussions with respect to the Objection, the Contract Notice, the Sale Order and the Plan and have reached certain agreements contemplated herein.

STIPULATION

NOW, THEREFORE, it is hereby STIPULATED and AGREED by and between the Parties, as follows, subject to, and effective upon entry of an order by the Court approving this Stipulation:

1. Each of the Recitals set forth above is incorporated herein by reference.
2. Notwithstanding anything to the contrary in the Plan (or any document related thereto), any order confirming the Plan (the “Confirmation Order”), the Cure Notice, the Sale Order, the Contract Notice, or this Stipulation, the assumption, assumption and assignment, transfer, or rejection of the Genevant Agreements listed in the Contract Notice shall be effective only upon (i) agreement of Genevant and SPC, (ii) entry of a further order of the Court, which for the avoidance of doubt shall not be the Confirmation Order, or (iii) as to rejection of the Genevant Agreements, deemed rejection as set forth in paragraph 4 below.
3. Genevant’s deadline to object to the Contract Notice, subject to further extension by mutual agreement of the Parties, is June 30, 2025. All Parties’ rights with respect to any assumption, assumption and assignment, transfer, or rejection of the Genevant Agreements are reserved.
4. Genevant does not object to the Cure Amount listed in the Cure Notice as the amount due to Genevant under the Genevant Agreements as of the Petition Date. However, for the avoidance of doubt, if the Genevant Agreements are assumed and assigned to SPC, any amounts accruing under the Genevant Agreements after the date of the Cure Notice shall be borne by SPC and Genevant shall not be required to file a request for an administrative claim for such amounts to be paid by SPC; *provided, however*, if the Genevant Agreements are not assigned to SPC, then upon written notice from SPC to Genevant’s undersigned counsel (email being sufficient) that SPC declines to take an assignment of one or more of the Genevant Agreements, such

Genevant Agreements shall be deemed rejected and any amounts owing under such agreements by the Debtor shall be prepetition general unsecured claims.

5. This Stipulation shall not become effective unless and until it is approved by the Court.

6. By entering into this Stipulation, no Party is waiving any rights it may have related to the contents hereof, including any defenses at law or in equity. For the avoidance of doubt, if the Genevant Agreements are rejected, nothing in the Plan, the Confirmation Order, this Stipulation or any other document shall prejudice Genevant's rights to assert a claim for rejection damages, provided that such claim is asserted within thirty (30) days after Genevant receives the notice of rejection as set forth in paragraph 4 above.

7. Neither this Stipulation nor any negotiations and writings in connection with this Stipulation shall in any way be construed as or deemed to be evidence of an admission on behalf of any Party regarding any, without limitation, claim, counterclaim, cause of action, right, or defense that such Party may have against the other Party.

8. This Stipulation shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. This Stipulation shall not be modified, altered, amended, or vacated without written consent of all Parties hereto. Any such modification, alteration, amendment, or vacatur in whole or in part, shall be subject to the approval of the Court.

10. This Stipulation contains the entire agreement by and between the Debtor, SPC and Genevant with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

11. Each of the undersigned counsel represents that she or he is authorized to execute this Stipulation on behalf of her or his respective clients.

12. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original, but all of which together shall constitute one instrument.

13. The Court shall retain jurisdiction to hear and determine all matters arising from or related to this Stipulation.

[Signature page follows]

Dated: February 25, 2025

QUARLES & BRADY LLP

/s/ Christopher Combest

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