

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

FOURTH NOTICE OF DESIGNATION OF CONTRACTS
FOR ASSUMPTION AND ASSIGNMENT PURSUANT TO ASSET
PURCHASE AGREEMENT WITH SEATTLE PROJECT CORP.

PLEASE TAKE NOTICE that on October 10, 2024, Gritstone bio, Inc. (the “**Debtor**”) filed a voluntary petition 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 “**Bankruptcy Court**”). The Debtor is authorized to continue to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that 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].

PLEASE TAKE FURTHER NOTICE that 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**”).

PLEASE TAKE FURTHER NOTICE that on November 14, 2024, the Debtor filed and served the *Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 186] (the “**Assumption and Assignment Notice**”). By the Assumption and Assignment Notice, the Debtor notified the counterparties set forth on Schedule A thereto that such contracts or leases, as applicable, might be assumed by the Debtor and assigned to a successful bidder of certain 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.



and set forth the applicable cure amount, if any, associated with the contracts or leases set forth on Schedule A of the Assumption and Assignment Notice.

PLEASE TAKE FURTHER NOTICE that, consistent with the Bid Procedures Order and after consultation with the Consultation Parties, the Debtor designated Seattle Project Corp. (“**SPC**”) as the successful bidder for substantially all assets (other than machinery and equipment, “Binder IP,” and other the excluded assets) based on its final bid at the auction in the amount of \$21,250,000.00.

PLEASE TAKE FURTHER NOTICE that 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], which order approved the sale and “Asset Purchase Agreement” between the Debtor and SPC (the “**SPC APA**”).

PLEASE TAKE FURTHER NOTICE that pursuant to Section 5.3 of the Asset Purchase Agreement between SPC and the Debtor, SPC is permitted to designate contracts for the assumption by the Debtor and assignment to SPC. The list of such contracts is annexed hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE THAT IF YOU AGREE WITH THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF YOUR CONTRACT(S) LISTED IN **EXHIBIT A HERETO, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.**

PLEASE TAKE FURTHER NOTICE that IF YOU DISAGREE WITH THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF YOUR CONTRACT(S) LISTED IN **EXHIBIT A** HERETO, YOU MUST OBJECT TO THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER OF YOUR CONTRACT(S) NO LATER THAN **March 20, 2025 AT 5:00 P.M. (PREVAILING EASTERN TIME)** (the “**Contract Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that Objections to the assumption, assumption and assignment, or transfer of your contract(s) (a “**Contract Objection**”) must be: (i) made in writing and filed on the docket for the chapter 11 case no later than the Contract Objection Deadline (**March 20, 2025 at 5:00 p.m. ET**); (ii) state the basis of such Contract Objection with specificity, and include complete contact information for such Contract Counterparty (including address, telephone number, and email address); (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and (iv) be served on the following, so as to be actually received by them on or before the Contract Objection Deadline (collectively, the “**Notice Parties**”):

- counsel for the Debtor, (a) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801), Attn: James E. O’Neill (joneill@pszjlaw.com) and John W. Lucas (jlucas@pszjlaw.com);

- counsel to the DIP Agent, (a) KTBS Law LLP, 1801 Century Park East, 26th Floor, Los Angeles, CA 90067, Attn: Thomas Patterson (tpatterson@ktbslaw.com) & Nir Maoz (nmaoz@ktbslaw.com) and Young Conaway Stargatt & Taylor LLP 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor (mnestor@ycst.com) & Robert F. Poppiti, Jr. (rpoppiti@ycst.com);
- counsel to Committee, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Beth M. Brownstein (beth.brownstein@afslaw.com); and
- the Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Timothy J. Fox, Jr., Esq. (timothy.fox@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that if you file a Contract Objection satisfying the requirements herein, the Debtor and SPC, as applicable, will confer with you in good faith to attempt to resolve any such Contract Objection without Bankruptcy Court intervention. If the applicable parties are not able to resolve the Contract Objection then the Bankruptcy Court shall adjudicate such Contract Objection(s) on a date and time to be determined at the United States Bankruptcy Court for the District of Delaware, United States Courthouse, 824 Market Street North, 3rd Floor, Wilmington, DE 19801, before the Honorable Karen B. Owens, United States Bankruptcy Judge.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO TIMELY FILE AND PROPERLY SERVE A CONTRACT OBJECTION AS PROVIDED HEREIN (I) YOU WILL HAVE FOREVER WAIVED AND RELEASED ANY RIGHT TO ASSERT A CONTRACT OBJECTION AND TO HAVE OTHERWISE CONSENTED TO THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR TRANSFER, OF THE DEBTOR'S RIGHT, TITLE, AND INTEREST IN, TO AND UNDER, SUCH CONTRACT(S) ON THE TERMS SET FORTH IN THIS NOTICE AND THE SPC APA, (II) YOU WILL HAVE CONSENTED TO THE ASSUMPTION, ASSUMPTION AND ASSIGNMENT OF, OR TRANSFER OF, THE DEBTOR'S RIGHT, TITLE, AND INTEREST IN, TO AND UNDER, THE CONTRACT(S) WITHOUT THE NECESSITY OF OBTAINING ANY FURTHER ORDER OF THE BANKRUPTCY COURT, AND (III) YOU WILL BE BARRED AND ESTOPPED FOREVER FROM ASSERTING OR CLAIMING AGAINST ANY PARTY THAT ANY DEFAULTS EXIST, OR CONDITIONS TO ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR SALE AND TRANSFER, MUST BE SATISFIED, UNDER SUCH ASSUMED/ASSIGNED CONTRACT.

PLEASE TAKE FURTHER NOTICE that the dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices and/or amended agendas. Parties in interest are encouraged to monitor the electronic court docket available at <https://veritaglobal.net/gritstone>.

Dated: March 6, 2025

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

(Designated Contracts)

Counterparty	Contract/Lease Description	Date of Agreement	Omnibus Objection	Docket
Certara USA, Inc.	Certara USA, Inc., - Master Services Agreement - March 17, 2022	3/17/2022	2	307
Certara USA, Inc.	Certara USA, Inc. - SOW - Mar 04, 2024	3/4/2024	2	307
Translational Research in Oncology-US, Inc.	Translational Research in Oncology-US, Inc - CTA - September 22, 2022 (GO-010)) - Amendment - Jul 19, 2023	7/19/2023	9	314
Translational Research in Oncology-US, Inc.	Translational Research in Oncology-US, Inc. - Amendment - Feb 03, 2023	2/3/2023	9	314
Translational Research in Oncology-US, Inc.	Translational Research in Oncology-US, Inc - CTA - September 22, 2022 (GO-010))	9/22/2022	9	314
Translational Research in Oncology-US, Inc.	Translational Research in Oncology-US, Inc - CTA - September 22, 2022 (GO-010)) - Amendment - Feb 03, 2023	2/3/2023	9	314