

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)

**Related Docket No. 308**

**CERTIFICATION OF COUNSEL REGARDING  
AMENDED THIRD 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**

The undersigned hereby certifies that:

1. On December 24, 2024, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Amended Third 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* [Docket No. 308] (the “Motion”).

2. Pursuant to the *Notice of Amended Third 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* [Docket No. 308-1], objections to entry of an order granting the Motion were due no later than January 7, 2025, at 4:00 p.m. Eastern Time (the “Objection Deadline”).

3. In response to filing the Motion, the Debtor received a request from Seattle Project Corp. (“SPC”) (the buyer of substantially all its assets) to remove certain contracts from this

<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.



Motion so that they may be assumed and assigned to SPC. To the extent the Debtor received objections or informal objections from other parties, and, in each case, the Debtor removed all such contracts from this Motion as reflected on the revised exhibit accordingly. No other party filed an answer, objection, or other responsive pleading to the Motion on the Court's docket.

4. On December 31, 2024, the Debtor filed the *Notice of Provisional Removal of Contracts from Omnibus Motions for Rejection of Contracts* [Docket No. 326]. On January 29, 2025, the Debtor filed the *Second Notice of Provisional Removal of Contracts from Omnibus Motions for Rejection of Contracts* [Docket No. 386]. On February 14, 2025, the Debtor filed the *Third Notice of Provisional Removal of Contracts from Omnibus Motions for Rejection of Contracts* [Docket No. 456]. On March 6, 2025, the Debtor filed the *Fourth Notice of Provisional Removal of Contracts from Omnibus Motions for Rejection of Contracts* [Docket No. 494]. On March 7, 2025, the Debtor filed the *Fifth Notice of Provisional Removal of Contracts from Omnibus Motions for Rejection of Contracts* [Docket No. 496]. The exhibit to the attached proposed order was revised to the extent that any contract was listed on any of the forgoing provisional notices.

5. Attached hereto as **Exhibit A** is a revised proposed form of order rejecting the executory contracts identified on **Schedule 1** to **Exhibit A** and approving the Motion (the "**Proposed Order**").

6. A redlined copy of the Proposed Order is attached hereto as **Exhibit B**, showing changes to the Proposed Order when compared with the version submitted with the Motion.

7. Accordingly, the Debtor requests that the Proposed Order attached hereto as **Exhibit A** be entered at the Court's earliest convenience.

Dated: March 11, 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**

**Revised 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)

**Related Docket No.: 308**

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

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Upon consideration of the *Amended Third 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”)<sup>2</sup> 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

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<sup>2</sup> 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 Contracts<sup>1</sup>**

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<sup>1</sup> 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 |
|---|---|-------------------|----------------|
| Cintas Corporation                              | Cintas Corporation - Master Services Agreement - Nov 16, 2016   | 11/16/2016        | 12/24/2024     |
| Clarivate Analytics                             | Clarivate Analytics - Other - Jun 01, 2017  | 6/1/2017          | 12/24/2024     |
| Clinical Research Alliance Inc.                 | Clinical Research Alliance Inc. - CDA - May 23, 2023  | 5/23/2023         | 12/24/2024     |
| Clover Biopharmaceuticals USA, Inc.             | Clover Biopharmaceuticals USA, Inc - CDA - January 05, 2022   | 1/5/2022          | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations, - Grant Agreement - August 14, 2021  | 8/14/2021         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - December 02, 2022 (Data Processing Agreeeme)                                    | 12/2/2022         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - Apr 25, 2022 (Memorandum of Agreement)  | 4/25/2022         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - January 01, 2022  | 1/1/2022          | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations, - Grant Agreement - August 14, 2021 - Amendment - Jan 10, 2024                           | 1/10/2024         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - Apr 25, 2022 (Memorandum of Agreement) - Amendment - Mar 13, 2023               | 3/13/2023         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations, - Grant Agreement - August 14, 2021 - Amendment - Dec 06, 2021                           | 12/6/2021         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - CDA - Oct 05, 2023 (Discussions regarding potential future collaboration for pancorona) | 10/5/2023         | 12/24/2024     |
| Codagenix, Inc.                                 | Codagenix, Inc. - CDA - May 10, 2024  | 5/10/2024         | 12/24/2024     |
| Colliers International New England, LLC         | Colliers International New England, LLC - CDA - May 18, 2024  | 5/18/2024         | 12/24/2024     |
| Colorectal Cancer Alliance                      | Colorectal Cancer Alliance - Sponsorship Agreement - Jul 18, 2024   | 7/18/2024         | 12/24/2024     |
| Comcast   | Comcast - Other - November 04, 2022 (ENS to EDI Renewal))   | 11/4/2022         | 12/24/2024     |
| Concur Technologies, Inc.                       | Concur Technologies, Inc. - License Agreement - Oct 24, 2023  | 10/24/2023        | 12/24/2024     |
| Concur Technologies, Inc.                       | Concur Technologies, Inc. - CDA   | 1/0/1900          | 12/24/2024     |
| Controlled Contamination Services LLC           | Controlled Contamination Services LLC - Master Services Agreement - Jul 17, 2024 (cleanroom cleaning)                                     | 7/17/2024         | 12/24/2024     |
| Copyright Clearance Center Inc.                 | Copyright Clearance Center Inc. - License Agreement - Jan 22, 2020 - Amendment - Jan 21, 2024   | 1/21/2024         | 12/24/2024     |
| CordenPharma International GmbH                 | CordenPharma International GmbH - CDA - Aug 30, 2024 (Corden Pharma CDA)  | 8/30/2024         | 12/24/2024     |

| Counterparty                    | Contract/Lease Description   | Date of Agreement | Effective Date |
|---------------------------------|--|-------------------|----------------|
| Cornerstone Commissioning, Inc. | Cornerstone Commissioning, Inc - Master Services Agreement - September 21, 2022  | 9/21/2022         | 12/24/2024     |
| Countsy                         | Countsy - Master Services Agreement - May 24, 2021   | 5/24/2021         | 12/24/2024     |
| Cox Engineering Company         | Cox Engineering Company - Master Services Agreement - March 01, 2023   | 3/1/2023          | 12/24/2024     |
| Cox Engineering Company         | Cox Engineering Company - SOW - March 10, 2023 (Contract value is \$21,800 per year of the SOW term))                                  | 3/10/2023         | 12/24/2024     |
| Cox Engineering Company         | Cox Engineering Company - SOW - Apr 01, 2024 (preventative maintenance HVAC)   | 4/1/2024          | 12/24/2024     |
| CPA Global                      | CPA Global - Master Services Agreement - Jan 01, 2019  | 1/1/2019          | 12/24/2024     |
| Cromos Pharma                   | Cromos Pharma - CDA - Nov 03, 2023   | 11/3/2023         | 12/24/2024     |
| CrowdStrike, Inc.               | CrowdStrike, Inc. - SOW - Apr 18, 2024   | 4/18/2024         | 12/24/2024     |
| CrowdStrike, Inc.               | CrowdStrike, Inc. - Services Agreement (One-time use) - Mar 31, 2024 (Cybersecurity Retainer Services)                                 | 3/31/2024         | 12/24/2024     |
| CrowdStrike, Inc.               | CrowdStrike, Inc. - Other - Jul 13, 2021   | 7/13/2021         | 12/24/2024     |
| CryoPort Systems, Inc.          | CryoPort Systems, Inc - Quality Agreement - October 17, 2022   | 10/17/2022        | 12/24/2024     |
| CryoPort Systems, Inc.          | Amendment - May 02, 2021   | 5/2/2021          | 12/24/2024     |
| CryoPort Systems, Inc.          | Amendment - May 02, 2021   | 5/2/2021          | 12/24/2024     |
| CryoPort Systems, Inc.          | Amendment - May 05, 2022   | 5/5/2022          | 12/24/2024     |
| CryoPort Systems, Inc.          | Amendment - May 05, 2022   | 5/5/2022          | 12/24/2024     |
| Cygnus Technologies             | Cygnus Technologies - SOW - May 15, 2024 (Analytical testing for Host Cell Protein Antibody Coverage)                                  | 5/15/2024         | 12/24/2024     |
| Cygnus Technologies             | Cygnus Technologies - SOW - Jul 23, 2024 (Analytical testing of host cell protein residuals in the Drug Substance (ChAd))              | 7/23/2024         | 12/24/2024     |
| Cygnus Technologies             | Cygnus Technologies - SOW - Jul 23, 2024 (Analytical testing to characterize the Host Cell Proteins (residuals) in the Drug Substance) | 7/23/2024         | 12/24/2024     |
| Cygnus Technologies             | Cygnus Technologies - CDA - Jan 09, 2024   | 1/9/2024          | 12/24/2024     |
| Cynthia Voong                   | Cynthia Voong - CDA - Jun 28, 2024   | 6/28/2024         | 12/24/2024     |
| Cytek Biosciences               | Cytek Biosciences - Services Agreement (One-time use) - Oct 22, 2024   | 10/22/2024        | 12/24/2024     |
| Cytek Biosciences               | Cytek Biosciences - Services Agreement (One-time use) - Nov 01, 2023   | 11/1/2023         | 12/24/2024     |
| Cytek Biosciences               | Cytek Biosciences - Services Agreement (One-time use) - Jun 13, 2024   | 6/13/2024         | 12/24/2024     |
| Darius Communications, Inc      | Darius Communications, Inc - Master Services Agreement - Feb 01, 2024  | 2/1/2024          | 12/24/2024     |
| Datadog, Inc.                   | Datadog, Inc. - Master Services Agreement - Sep 01, 2020   | 9/1/2020          | 12/24/2024     |

| Counterparty                                     | Contract/Lease Description   | Date of Agreement | Effective Date |
|--|--|-------------------|----------------|
| Datadog, Inc.                                    | Datadog, Inc. - License Agreement - Feb 01, 2024   | 2/1/2024          | 12/24/2024     |
| Datadog, Inc.                                    | Datadog, Inc - Other - March 22, 2022 (Master Subscription Agreement))                               | 3/22/2022         | 12/24/2024     |
| Dellora Investments LP                           | Dellora Investments LP - CDA - Sep 12, 2024  | 9/12/2024         | 12/24/2024     |
| DeWinter Group LLC                               | DeWinter Group LLC - Master Consulting Agreement - Aug 10, 2023                                      | 8/10/2023         | 12/24/2024     |
| DeWinter Group LLC                               | DeWinter Group LLC - Termination Letter - Oct 04, 2023   | 10/4/2023         | 12/24/2024     |
| Diligent Corporation                             | Diligent Corporation - Services Agreement (one-time use) - February 02, 2023                         | 2/2/2023          | 12/24/2024     |
| Division of Microbiology and Infectious Diseases | Division of Microbiology and Infectious Diseases - SOW - Nov 14, 2023                                | 11/14/2023        | 12/24/2024     |
| DL Novicki Toxicology Consulting LLC             | DL Novicki Toxicology Consulting LLC - Consulting Agreement (One-time use)                           | 1/0/1900          | 12/24/2024     |
| DL Novicki Toxicology Consulting LLC             | DL Novicki Toxicology Consulting LLC - CDA - Jun 03, 2024  | 6/3/2024          | 12/24/2024     |
| DNA Script SAS                                   | DNA Script - CDA - August 05, 2022   | 8/5/2022          | 12/24/2024     |
| DocuSign, Inc.                                   | DocuSign, Inc - SOW - January 25, 2022   | 1/25/2022         | 12/24/2024     |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Master Services Agreement - Feb 05, 2019                             | 2/5/2019          | 12/24/2024     |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - SOW - August 17, 2021 (ActiveDisclosure software))                   | 8/17/2021         | 12/24/2024     |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Subscription Agreement - Mar 13, 2024                                | 3/13/2024         | 12/24/2024     |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Services Agreement (One-time use) - Oct 03, 2024 (Chronos VDR)       | 10/3/2024         | 12/24/2024     |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Other - January 24, 2022 (New VDR Pricing Terms))                    | 1/24/2022         | 12/24/2024     |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Subscription Agreement - Aug 17, 2023                                | 8/17/2023         | 12/24/2024     |
| Donnelley Financial, LLC                         | Donnelley Financial, LLC - Master Services Agreement - Mar 14, 2018                                  | 3/14/2018         | 12/24/2024     |
| DOT Compliance Inc.                              | DOT Compliance Inc. - CDA - Sep 03, 2024   | 9/3/2024          | 12/24/2024     |
| DRI Capital Inc.                                 | DRI Capital Inc. - CDA - Jun 18, 2024  | 6/18/2024         | 12/24/2024     |
| DSBio Consulting LLC                             | DSBio Consulting LLC - Consulting Agreement (One-time use) - Apr 04, 2022                            | 4/4/2022          | 12/24/2024     |
| DSBio Consulting LLC                             | DSBio Consulting LLC - Consulting Agreement (One-time use) - Apr 04, 2022 - Amendment - Apr 30, 2024 | 4/30/2024         | 12/24/2024     |
| Dynavax Technologies Corporation                 | Dynavax Technologies Corporation - CDA - Aug 21, 2023 (Mutual CDA with Dynavax)                      | 8/21/2023         | 12/24/2024     |
| EcoR1 Capital LLC                                | EcoR1 Capital LLC - CDA - Sep 11, 2024   | 9/11/2024         | 12/24/2024     |

| Counterparty                                     | Contract/Lease Description   | Date of Agreement | Effective Date |
|--|--|-------------------|----------------|
| Edge Pursuit, LLC                                | Edge Pursuit, LLC - Master Services Agreement - Feb 20, 2024   | 2/20/2024         | 12/24/2024     |
| Edge Pursuit, LLC                                | Edge Pursuit, LLC - SOW - Feb 20, 2024   | 2/20/2024         | 12/24/2024     |
| Effectus Group, LLC                              | Effectus Group, LLC - Master Services Agreement - Sep 16, 2020   | 9/16/2020         | 12/24/2024     |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - May 22, 2024 (SOW #12)   | 5/22/2024         | 12/24/2024     |
| Effectus Group, LLC                              | Effectus Group, LLC - Master Services Agreement - Dec 29, 2020 - Amendment - Sep 07, 2023              | 9/7/2023          | 12/24/2024     |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - May 14, 2024 (#11)   | 5/14/2024         | 12/24/2024     |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - Mar 18, 2024   | 3/18/2024         | 12/24/2024     |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - Sep 28, 2023   | 9/28/2023         | 12/24/2024     |
| Element  | Element - SOW - February 27, 2023 (Quality team testing for 2023))                                     | 2/27/2023         | 12/24/2024     |
| Element  | Element - SOW - April 04, 2023 (Analytical Testing )   | 4/4/2023          | 12/24/2024     |
| Element  | Element - Services Agreement (One-time use) - Feb 15, 2024 (LA240215B1)                                | 2/15/2024         | 12/24/2024     |
| Element  | Element - Services Agreement (One-time use) - Feb 15, 2024 (LA240215C1)                                | 2/15/2024         | 12/24/2024     |
| Element  | Element - Quality Agreement - May 30, 2023   | 5/30/2023         | 12/24/2024     |
| Element  | Element - SOW - Aug 02, 2023   | 8/2/2023          | 12/24/2024     |
| Element Materials Technology Boston-Action, Inc. | Element Materials Technology Boston - Quality Agreement - August 16, 2022                              | 8/16/2022         | 12/24/2024     |
| Element, Concord                                 | Element, Concord - Services Agreement (One-time use) - Jan 22, 2024 (2024 Sterility/Bioburden Testing) | 1/22/2024         | 12/24/2024     |
| Element, Concord                                 | Element, Concord - SOW - Mar 06, 2023  | 3/6/2023          | 12/24/2024     |
| Element, Concord                                 | Element, Concord - Services Agreement (One-time use) - Aug 18, 2023                                    | 8/18/2023         | 12/24/2024     |

**EXHIBIT B**

**Redline**

**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)

**Related Docket No.:**

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

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Upon consideration of the *Amended Third 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”)<sup>2</sup> 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

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<sup>2</sup> 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 Contracts<sup>1</sup>**

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<sup>1</sup> 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 |
|---|---|-------------------|----------------|
| Cintas Corporation                              | Cintas Corporation - Master Services Agreement - Nov 16, 2016   | 11/16/2016        | 12/24/2024     |
| Clarivate Analytics                             | Clarivate Analytics - Other - Jun 01, 2017  | 6/1/2017          | 12/24/2024     |
| Clinical Research Alliance Inc.                 | Clinical Research Alliance Inc. - CDA - May 23, 2023  | 5/23/2023         | 12/24/2024     |
| Clover Biopharmaceuticals USA, Inc.             | Clover Biopharmaceuticals USA, Inc - CDA - January 05, 2022   | 1/5/2022          | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations, - Grant Agreement - August 14, 2021  | 8/14/2021         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - December 02, 2022 (Data Processing Agreeeme)                                    | 12/2/2022         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - Apr 25, 2022 (Memorandum of Agreement)  | 4/25/2022         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - January 01, 2022  | 1/1/2022          | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations, - Grant Agreement - August 14, 2021 - Amendment - Jan 10, 2024                           | 1/10/2024         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - Other - Apr 25, 2022 (Memorandum of Agreement) - Amendment - Mar 13, 2023               | 3/13/2023         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations, - Grant Agreement - August 14, 2021 - Amendment - Dec 06, 2021                           | 12/6/2021         | 12/24/2024     |
| Coalition for Epidemic Preparedness Innovations | Coalition for Epidemic Preparedness Innovations - CDA - Oct 05, 2023 (Discussions regarding potential future collaboration for pancorona) | 10/5/2023         | 12/24/2024     |
| Codagenix, Inc.                                 | Codagenix, Inc. - CDA - May 10, 2024  | 5/10/2024         | 12/24/2024     |
| Colliers International New England, LLC         | Colliers International New England, LLC - CDA - May 18, 2024  | 5/18/2024         | 12/24/2024     |
| Colorectal Cancer Alliance                      | Colorectal Cancer Alliance - Sponsorship Agreement - Jul 18, 2024   | 7/18/2024         | 12/24/2024     |
| Comcast   | Comcast - Other - November 04, 2022 (ENS to EDI Renewal))   | 11/4/2022         | 12/24/2024     |
| Concur Technologies, Inc.                       | Concur Technologies, Inc. - License Agreement - Oct 24, 2023  | 10/24/2023        | 12/24/2024     |
| Concur Technologies, Inc.                       | Concur Technologies, Inc. - CDA   | 1/0/1900          | 12/24/2024     |
| Controlled Contamination Services LLC           | Controlled Contamination Services LLC - Master Services Agreement - Jul 17, 2024 (cleanroom cleaning)                                     | 7/17/2024         | 12/24/2024     |
| Copyright Clearance Center Inc.                 | Copyright Clearance Center Inc. - License Agreement - Jan 22, 2020 - Amendment - Jan 21, 2024   | 1/21/2024         | 12/24/2024     |
| CordenPharma International GmbH                 | CordenPharma International GmbH - CDA - Aug 30, 2024 (Corden Pharma CDA)  | 8/30/2024         | 12/24/2024     |
| Cornerstone Commissioning, Inc.                 | Cornerstone Commissioning, Inc -  | 9/21/2022         | 12/24/2024     |

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|                            | Master Services Agreement - September 21, 2022   |            |            |
| Countsy                    | Countsy - Master Services Agreement - May 24, 2021   | 5/24/2021  | 12/24/2024 |
| Cox Engineering Company    | Cox Engineering Company - Master Services Agreement - March 01, 2023   | 3/1/2023   | 12/24/2024 |
| Cox Engineering Company    | Cox Engineering Company - SOW - March 10, 2023 (Contract value is \$21,800 per year of the SOW term))                                  | 3/10/2023  | 12/24/2024 |
| Cox Engineering Company    | Cox Engineering Company - SOW - Apr 01, 2024 (preventative maintenance HVAC)   | 4/1/2024   | 12/24/2024 |
| CPA Global                 | CPA Global - Master Services Agreement - Jan 01, 2019  | 1/1/2019   | 12/24/2024 |
| Cromos Pharma              | Cromos Pharma - CDA - Nov 03, 2023   | 11/3/2023  | 12/24/2024 |
| CrowdStrike, Inc.          | CrowdStrike, Inc. - SOW - Apr 18, 2024   | 4/18/2024  | 12/24/2024 |
| CrowdStrike, Inc.          | CrowdStrike, Inc. - Services Agreement (One-time use) - Mar 31, 2024 (Cybersecurity Retainer Services)                                 | 3/31/2024  | 12/24/2024 |
| CrowdStrike, Inc.          | CrowdStrike, Inc. - Other - Jul 13, 2021   | 7/13/2021  | 12/24/2024 |
| CryoPort Systems, Inc.     | CryoPort Systems, Inc - Quality Agreement - October 17, 2022   | 10/17/2022 | 12/24/2024 |
| CryoPort Systems, Inc.     | Amendment - May 02, 2021   | 5/2/2021   | 12/24/2024 |
| CryoPort Systems, Inc.     | Amendment - May 02, 2021   | 5/2/2021   | 12/24/2024 |
| CryoPort Systems, Inc.     | Amendment - May 05, 2022   | 5/5/2022   | 12/24/2024 |
| CryoPort Systems, Inc.     | Amendment - May 05, 2022   | 5/5/2022   | 12/24/2024 |
| Cygnus Technologies        | Cygnus Technologies - SOW - May 15, 2024 (Analytical testing for Host Cell Protein Antibody Coverage)                                  | 5/15/2024  | 12/24/2024 |
| Cygnus Technologies        | Cygnus Technologies - SOW - Jul 23, 2024 (Analytical testing of host cell protein residuals in the Drug Substance (ChAd))              | 7/23/2024  | 12/24/2024 |
| Cygnus Technologies        | Cygnus Technologies - SOW - Jul 23, 2024 (Analytical testing to characterize the Host Cell Proteins (residuals) in the Drug Substance) | 7/23/2024  | 12/24/2024 |
| Cygnus Technologies        | Cygnus Technologies - CDA - Jan 09, 2024   | 1/9/2024   | 12/24/2024 |
| Cynthia Voong              | Cynthia Voong - CDA - Jun 28, 2024   | 6/28/2024  | 12/24/2024 |
| Cytek Biosciences          | Cytek Biosciences - Services Agreement (One-time use) - Oct 22, 2024   | 10/22/2024 | 12/24/2024 |
| Cytek Biosciences          | Cytek Biosciences - Services Agreement (One-time use) - Nov 01, 2023   | 11/1/2023  | 12/24/2024 |
| Cytek Biosciences          | Cytek Biosciences - Services Agreement (One-time use) - Jun 13, 2024   | 6/13/2024  | 12/24/2024 |
| Darius Communications, Inc | Darius Communications, Inc - Master Services Agreement - Feb 01, 2024  | 2/1/2024   | 12/24/2024 |
| Datadog, Inc.              | Datadog, Inc. - Master Services Agreement - Sep 01, 2020   | 9/1/2020   | 12/24/2024 |
| Datadog, Inc.              | Datadog, Inc. - License Agreement - Feb 01, 2024   | 2/1/2024   | 12/24/2024 |

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| Datadog, Inc.                                    | Datadog, Inc - Other - March 22, 2022 (Master Subscription Agreement))                               | 3/22/2022            | 12/24/2024            |
| <del>Datadog, Inc.</del>                         | <del>Datadog, Inc. - Other - Jul 27, 2020</del>  | <del>7/27/2020</del> | <del>12/24/2024</del> |
| Dellora Investments LP                           | Dellora Investments LP - CDA - Sep 12, 2024  | 9/12/2024            | 12/24/2024            |
| DeWinter Group LLC                               | DeWinter Group LLC - Master Consulting Agreement - Aug 10, 2023                                      | 8/10/2023            | 12/24/2024            |
| DeWinter Group LLC                               | DeWinter Group LLC - Termination Letter - Oct 04, 2023   | 10/4/2023            | 12/24/2024            |
| Diligent Corporation                             | Diligent Corporation - Services Agreement (one-time use) - February 02, 2023                         | 2/2/2023             | 12/24/2024            |
| <del>Diligent Corporation</del>                  | <del>Diligent Corporation - CDA - September 16, 2022</del>   | <del>9/16/2022</del> | <del>12/24/2024</del> |
| Division of Microbiology and Infectious Diseases | Division of Microbiology and Infectious Diseases - SOW - Nov 14, 2023                                | 11/14/2023           | 12/24/2024            |
| DL Novicki Toxicology Consulting LLC             | DL Novicki Toxicology Consulting LLC - Consulting Agreement (One-time use)                           | 1/0/1900             | 12/24/2024            |
| DL Novicki Toxicology Consulting LLC             | DL Novicki Toxicology Consulting LLC - CDA - Jun 03, 2024  | 6/3/2024             | 12/24/2024            |
| DNA Script SAS                                   | DNA Script - CDA - August 05, 2022   | 8/5/2022             | 12/24/2024            |
| DocuSign, Inc.                                   | DocuSign, Inc - SOW - January 25, 2022   | 1/25/2022            | 12/24/2024            |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Master Services Agreement - Feb 05, 2019                             | 2/5/2019             | 12/24/2024            |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - SOW - August 17, 2021 (ActiveDisclosure software))                   | 8/17/2021            | 12/24/2024            |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Subscription Agreement - Mar 13, 2024                                | 3/13/2024            | 12/24/2024            |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Services Agreement (One-time use) - Oct 03, 2024 (Chronos VDR)       | 10/3/2024            | 12/24/2024            |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Other - January 24, 2022 (New VDR Pricing Terms))                    | 1/24/2022            | 12/24/2024            |
| Donnelley Financial Solutions                    | Donnelley Financial Solutions - Subscription Agreement - Aug 17, 2023                                | 8/17/2023            | 12/24/2024            |
| Donnelley Financial, LLC                         | Donnelley Financial, LLC - Master Services Agreement - Mar 14, 2018                                  | 3/14/2018            | 12/24/2024            |
| DOT Compliance Inc.                              | DOT Compliance Inc. - CDA - Sep 03, 2024   | 9/3/2024             | 12/24/2024            |
| DRI Capital Inc.                                 | DRI Capital Inc. - CDA - Jun 18, 2024  | 6/18/2024            | 12/24/2024            |
| DSBio Consulting LLC                             | DSBio Consulting LLC - Consulting Agreement (One-time use) - Apr 04, 2022                            | 4/4/2022             | 12/24/2024            |
| DSBio Consulting LLC                             | DSBio Consulting LLC - Consulting Agreement (One-time use) - Apr 04, 2022 - Amendment - Apr 30, 2024 | 4/30/2024            | 12/24/2024            |
| Dynavax Technologies Corporation                 | Dynavax Technologies Corporation - CDA - Aug 21, 2023 (Mutual CDA with Dynavax)                      | 8/21/2023            | 12/24/2024            |
| EcoR1 Capital LLC                                | EcoR1 Capital LLC - CDA - Sep 11, 2024   | 9/11/2024            | 12/24/2024            |
| Edge Pursuit, LLC                                | Edge Pursuit, LLC - Master Services Agreement - Feb 20, 2024   | 2/20/2024            | 12/24/2024            |

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| Edge Pursuit, LLC                                | Edge Pursuit, LLC - SOW - Feb 20, 2024   | 2/20/2024 | 12/24/2024 |
| Effectus Group, LLC                              | Effectus Group, LLC - Master Services Agreement - Sep 16, 2020   | 9/16/2020 | 12/24/2024 |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - May 22, 2024 (SOW #12)   | 5/22/2024 | 12/24/2024 |
| Effectus Group, LLC                              | Effectus Group, LLC - Master Services Agreement - Dec 29, 2020 - Amendment - Sep 07, 2023              | 9/7/2023  | 12/24/2024 |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - May 14, 2024 (#11)   | 5/14/2024 | 12/24/2024 |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - Mar 18, 2024   | 3/18/2024 | 12/24/2024 |
| Effectus Group, LLC                              | Effectus Group, LLC - SOW - Sep 28, 2023   | 9/28/2023 | 12/24/2024 |
| Element  | Element - SOW - February 27, 2023 (Quality team testing for 2023))                                     | 2/27/2023 | 12/24/2024 |
| Element  | Element - SOW - April 04, 2023 (Analytical Testing )   | 4/4/2023  | 12/24/2024 |
| Element  | Element - Services Agreement (One-time use) - Feb 15, 2024 (LA240215B1)                                | 2/15/2024 | 12/24/2024 |
| Element  | Element - Services Agreement (One-time use) - Feb 15, 2024 (LA240215C1)                                | 2/15/2024 | 12/24/2024 |
| Element  | Element - Quality Agreement - May 30, 2023   | 5/30/2023 | 12/24/2024 |
| Element  | Element - SOW - Aug 02, 2023   | 8/2/2023  | 12/24/2024 |
| Element Materials Technology Boston-Action, Inc. | Element Materials Technology Boston - Quality Agreement - August 16, 2022                              | 8/16/2022 | 12/24/2024 |
| Element, Concord                                 | Element, Concord - Services Agreement (One-time use) - Jan 22, 2024 (2024 Sterility/Bioburden Testing) | 1/22/2024 | 12/24/2024 |
| Element, Concord                                 | Element, Concord - SOW - Mar 06, 2023  | 3/6/2023  | 12/24/2024 |
| Element, Concord                                 | Element, Concord - Services Agreement (One-time use) - Aug 18, 2023                                    | 8/18/2023 | 12/24/2024 |