

**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. 313**

**CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED ORDER ON  
AMENDED EIGHTH 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 Eighth 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. 313] (the “Motion”).

2. Pursuant to the *Notice of Amended Eighth 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. 313-1], 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]. On March 14, 2025, the Debtor filed the *Sixth Notice of Provisional Removal of Contracts from Omnibus Motions for Rejection of Contracts* [Docket No. 521]. 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. On March 11, 2025, the Debtor filed the *Certification of Counsel Regarding Amended Eighth 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. 512] (the "Certification").

6. At the request of the Court, the Debtor added abandonment language to the proposed form of order submitted with the Certification. 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**”).

7. 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.

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

Dated: March 17, 2025

PACHULSKI STANG ZIEHL & JONES LLP

*/s/ James E. O’Neill*

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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.: 313**

**ORDER (A) AUTHORIZING THE AMENDED EIGHTH 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 Eighth 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>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.

<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 in possession of the counterparty as of the Rejection Date is deemed abandoned as of the Rejection Date. The counterparties of the Contracts 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, subject to the liens or other interests of any third parties in the abandoned

property under applicable law. The automatic stay, to the extent applicable, is modified to allow for such use or disposition.

6. 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.

7. 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.

8. 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.

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

10. 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 |
|--|---|-------------------|----------------|
| PPH Global Services, LLC                         | PPH Global Services, LLC - Services Agreement (One-time use) - Oct 17, 2023                           | 10/17/2023        | 12/24/2024     |
| Practising Law Institute                         | Practising Law Institute - License Agreement - Oct 25, 2022   | 10/25/2022        | 12/24/2024     |
| Practising Law Institute                         | Practising Law Institute - License Agreement - Oct 25, 2022 - Amendment - Oct 24, 2023                | 10/24/2023        | 12/24/2024     |
| Pre-Paid Legal Services, Inc. d_b_a Legal Shield | Pre-Paid Legal Services, Inc. d_b_a Legal Shield - Other - July 01, 2022                              | 7/1/2022          | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Master Services Agreement - June 13, 2022 (Master Services and Pr) | 6/13/2022         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - SOW - March 21, 2023 (RQ-122298 Boston AV Impl.)                   | 3/21/2023         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - SOW - December 02, 2022 (Xrail and T&M)                            | 12/2/2022         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - Sep 14, 2024 (Veeam Data Platform)             | 9/14/2024         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - May 25, 2024                                   | 5/25/2024         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - Aug 30, 2024 (Automax)                         | 8/30/2024         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - March 27, 2023 (OKS AV BOM))                   | 3/27/2023         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - September 16, 2022 (VxRail Meraki Core VMware) | 9/16/2022         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - Jul 27, 2024 (SMARTnet)                                    | 7/27/2024         | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Order Form (Shure Equipment for OKS)))   | 1/1/2023          | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - October 21, 2022 (Purchase Order - RR AV Proj))            | 10/21/2022        | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Palo Alto PA460)))       | 1/1/2023          | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Synology)))              | 1/1/2023          | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (VxRail-Boston)))         | 1/1/2023          | 12/24/2024     |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Meraki MR56)))           | 1/1/2023          | 12/24/2024     |

| Counterparty                     | Contract/Lease Description  | Date of Agreement | Effective Date |
|----------------------------------|---|-------------------|----------------|
| Presidio Networked Solutions LLC | Presidio Networked Solutions LLC - Other - September 16, 2022 (Purchase Order - Creston Equipment)) | 9/16/2022         | 12/24/2024     |
| Presidio Networked Solutions LLC | Presidio Networked Solutions LLC - Other - February 28, 2022 (Cloud Services Resale Agreement))     | 2/28/2022         | 12/24/2024     |
| ProPharma Group                  | ProPharma Group - SOW - Aug 12, 2024 (GO-010 PA & Slate IB)   | 8/12/2024         | 12/24/2024     |
| ProPharma Group                  | ProPharma Group - SOW - Dec 12, 2023 (GO-012)   | 12/12/2023        | 12/24/2024     |
| ProPharma Group                  | ProPharma Group - SOW - Dec 19, 2023 (GO-009)   | 12/19/2023        | 12/24/2024     |
| ProPharma Group                  | ProPharma Group - SOW - July 27, 2022 (SOW #2))   | 7/27/2022         | 12/24/2024     |
| ProPharma Group                  | ProPharma Group - SOW - Apr 15, 2024 (GO-015 QC & ePub)   | 4/15/2024         | 12/24/2024     |
| ProPharma Group                  | ProPharma Group - SOW - Feb 12, 2024 (2024 Q1 GCP Audits)   | 2/12/2024         | 12/24/2024     |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jul 10, 2024 (Conducting supplier audits.)                    | 7/10/2024         | 12/24/2024     |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jul 17, 2024 (Medical Writing/CT.gov publishing)              | 7/17/2024         | 12/24/2024     |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Aug 08, 2023  | 8/8/2023          | 12/24/2024     |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jun 20, 2023 (GO-010 GCP Audits)                              | 6/20/2023         | 12/24/2024     |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jul 27, 2023 (GO-015 GCP Audits)                              | 7/27/2023         | 12/24/2024     |
| Protein Metrics Inc.             | Protein Medrics Inc. - CDA - Oct 19, 2022   | 10/1/2019         | 12/24/2024     |
| Protein Metrics Inc.             | Protein Medrics Inc. - CDA - Oct 19, 2022   | 10/1/2019         | 12/24/2024     |
| PunchOut2Go, LLC                 | PunchOut2Go, LLC - Master Services Agreement - Oct 10, 2019   | 10/10/2019        | 12/24/2024     |
| PunchOut2Go, LLC                 | PunchOut2Go, LLC - CDA - Aug 08, 2019   | 8/8/2019          | 12/24/2024     |
| Puretec Industrial Water         | Puretec Industrial Water - Other - June 10, 2021 (MSA and SOW)) - Amendment - Jun 10, 2024          | 6/10/2024         | 12/24/2024     |
| QCCA Network, LLC                | QCCA Network LLC - CTA - April 28, 2022 (GO-010)) - Amendment - Jun 08, 2022                        | 6/8/2022          | 12/24/2024     |
| QCCA Network, LLC                | QCCA Network LLC - CTA - April 28, 2022 (GO-010))   | 4/28/2022         | 12/24/2024     |
| QIAGEN Sciences LLC              | QIAGEN Sciences LLC - Services Agreement (One-time use) - Jun 27, 2024 (2024 QIAcube Connect)       | 6/27/2024         | 12/24/2024     |
| Quest Diagnostics Incorporated   | Quest Diagnostics Incorporated - CDA - Dec 13, 2023   | 12/13/2023        | 12/24/2024     |
| Raymond Luguayu                  | Raymond Luguayu - CDA - Jun 21, 2024  | 6/21/2024         | 12/24/2024     |

| Counterparty                                      | Contract/Lease Description   | Date of Agreement | Effective Date |
|---|--|-------------------|----------------|
| Rees Scientific Corporation                       | Rees Scientific Corporation - Master Services Agreement - Sep 14, 2019                           | 9/14/2019         | 12/24/2024     |
| Rees Scientific Corporation                       | Rees Scientific Corporation - Master Services Agreement - Sep 25, 2017                           | 9/25/2017         | 12/24/2024     |
| Rees Scientific Corporation                       | Rees Scientific Corporation - SOW - Oct 02, 2023 (Maintenance and testing, electricity)          | 10/2/2023         | 12/24/2024     |
| Rees Scientific Corporation                       | Rees Scientific Corporation - Services Agreement (One-time use) - Aug 19, 2024                   | 8/19/2024         | 12/24/2024     |
| Rees Scientific Corporation                       | Rees Scientific Corporation - Services Agreement (One-time use) - Nov 01, 2023                   | 11/1/2023         | 12/24/2024     |
| Regents of the University of California, Berkeley | Regents of the University of California, Berkeley - Other - Jun 15, 2023                         | 6/15/2023         | 12/24/2024     |
| Renee Moore                                       | Renee Moore - CDA - Jan 02, 2024   | 1/2/2024          | 12/24/2024     |
| Reprints Desk, Inc.                               | Reprints Desk, Inc. - Master Services Agreement - Sep 01, 2019                                   | 9/1/2019          | 12/24/2024     |
| Reprints Desk, Inc.                               | Reprints Desk, Inc. - Master Services Agreement - Jul 01, 2016                                   | 7/1/2016          | 12/24/2024     |
| Revolution Medicines                              | Revolution Medicines - CDA - March 07, 2023  | 3/7/2023          | 12/24/2024     |
| RGP   | RGP - Master Consulting Agreement - Mar 14, 2018 - Amendment - Nov 29, 2023                      | 11/29/2023        | 12/24/2024     |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease)                            | 5/7/2019          | 12/24/2024     |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - May 07, 2019 | 5/7/2019          | 12/24/2024     |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - Mar 09, 2022 | 3/9/2022          | 12/24/2024     |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - Jan 14, 2022 | 1/14/2022         | 12/24/2024     |
| Rome Therapeutics, Inc.                           | Rome Therapeutics, Inc. - CDA - Nov 21, 2023   | 11/21/2023        | 12/24/2024     |
| RTW Investments, LP                               | RTW Investments, LP - CDA - Sep 23, 2024   | 9/23/2024         | 12/24/2024     |
| Rx-360 Consortium                                 | Rx-360 Consortium - License Agreement - April 29, 2022   | 4/29/2022         | 12/24/2024     |
| Samantha Smith                                    | Samantha Smith - CDA - Jan 15, 2021  | 1/15/2021         | 12/24/2024     |
| Samsara BioCapital, LLC                           | Samsara BioCapital, LLC - CDA - Sep 18, 2024   | 9/18/2024         | 12/24/2024     |
| Sanguine  | Sanguine - CDA - Jan 24, 2024  | 1/24/2024         | 12/24/2024     |
| Sanguine  | Sanguine - SOW - May 26, 2023 (PBMC GO-010)  | 5/26/2023         | 12/24/2024     |
| Sanguine  | Sanguine - Master Services Agreement - May 26, 2023  | 5/26/2023         | 12/24/2024     |
| Sanofi  | Sanofi - CDA - May 08, 2023 (Business Development Discussions)                                   | 5/8/2023          | 12/24/2024     |
| Sanquin Reagents B.V.                             | Sanquin Reagents B.V. - Termination Letter - Jul 30, 2024  | 7/30/2024         | 12/24/2024     |

| Counterparty                         | Contract/Lease Description  | Date of Agreement | Effective Date |
|--------------------------------------|---|-------------------|----------------|
| Sartorius Stedim North America, Inc. | Sartorius Stedim North America, Inc. - CDA - Aug 21, 2021 - Amendment - Aug 21, 2021 - Amendment - Aug 21, 2021 | 8/21/2021         | 12/24/2024     |
| Sartorius Stedim North America, Inc. | Sartorius Stedim North America Inc - CDA - August 12, 2021  | 8/12/2021         | 12/24/2024     |
| SAS Institute Inc.                   | SAS Institute Inc. - Master Services Agreement - Mar 22, 2023   | 3/22/2023         | 12/24/2024     |
| SAS Institute Inc.                   | SAS Institute Inc. - SOW - Mar 31, 2023   | 3/31/2023         | 12/24/2024     |
| Say Technologies LLC                 | (Say Technologies LLC - Services Agreement (one-time use) - December 22, 2021                                   | 12/22/2021        | 12/24/2024     |
| Sentrol                              | Sentrol - Services Agreement (One-time use) - Mar 20, 2024 (Calibration of RKI gas sensors)                     | 3/20/2024         | 12/24/2024     |
| Sequent, Inc.                        | Sequent, Inc - Master Services Agreement - September 19, 2022   | 9/19/2022         | 12/24/2024     |
| SFJ Pharmaceuticals, Inc.            | SFJ Pharmaceuticals, Inc. - CDA - Jun 17, 2024  | 6/17/2024         | 12/24/2024     |
| Shanghai Henlius Biotech, Inc.       | Shanghai Henlius Biotech, Inc. - CDA - Sep 24, 2024   | 9/24/2024         | 12/24/2024     |
| Sigmovir Biosystems Inc              | Sigmovir Biosystems Inc - Services Agreement (One-time use) - Nov 14, 2023 (multi-resp animal study)            | 11/14/2023        | 12/24/2024     |
| Silicon Valley Bank                  | Silicon Valley Bank - Other - July 12, 2022 (Online Banking Enrollment Form))                                   | 7/12/2022         | 12/24/2024     |
| Silicon Valley Bank                  | Silicon Valley Bank - Other - July 12, 2022 (Bank Depositor Agreement))   | 7/12/2022         | 12/24/2024     |
| Snyk Inc.                            | Amendment - Sep 12, 2022  | 9/12/2022         | 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.: [313](#)

**ORDER (A) AUTHORIZING THE AMENDED EIGHTH OMNIBUS  
REJECTION OF EXECUTORY CONTRACTS EFFECTIVE AS OF THE APPLICABLE  
REJECTION DATE; (B) ABANDONING PERSONAL PROPERTY;  
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Upon consideration of the *Amended Eighth 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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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~~ in possession of the counterparty as of the Rejection ~~Effective Date shall be~~ is 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.~~~~

~~6.5.~~ as of the Rejection Date. The counterparties of ~~any Contract~~ the Contracts 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, subject to the liens or other interests of any third parties in the abandoned property under applicable law. The automatic stay, to the extent applicable, is modified to allow for such use or disposition.

~~7.6.~~ 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.

~~8.7.~~ 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.

~~9.8.~~ 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.

~~10.9.~~ The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

~~11.10.~~ 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        |
|--|---|----------------------|-----------------------|
| <del>PPD Development, LP</del>                   | <del>PPD Development, LP - CDA - May 16, 2016</del>   | <del>5/16/2016</del> | <del>12/24/2024</del> |
| <del>PPD Global Ltd</del>                        | <del>PPD Global Ltd - SOW - May 14, 2024</del>  | <del>5/14/2024</del> | <del>12/24/2024</del> |
| PPH Global Services, LLC                         | PPH Global Services, LLC - Services Agreement (One-time use) - Oct 17, 2023                           | 10/17/2023           | 12/24/2024            |
| Practising Law Institute                         | Practising Law Institute - License Agreement - Oct 25, 2022   | 10/25/2022           | 12/24/2024            |
| Practising Law Institute                         | Practising Law Institute - License Agreement - Oct 25, 2022 - Amendment - Oct 24, 2023                | 10/24/2023           | 12/24/2024            |
| Pre-Paid Legal Services, Inc. d_b_a Legal Shield | Pre-Paid Legal Services, Inc. d_b_a Legal Shield - Other - July 01, 2022                              | 7/1/2022             | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Master Services Agreement - June 13, 2022 (Master Services and Pr) | 6/13/2022            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - SOW - March 21, 2023 (RQ-122298 Boston AV Impl.)                   | 3/21/2023            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - SOW - December 02, 2022 (Xrail and T&M))                           | 12/2/2022            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - Sep 14, 2024 (Veeam Data Platform)             | 9/14/2024            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - May 25, 2024                                   | 5/25/2024            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - Aug 30, 2024 (Automax)                         | 8/30/2024            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - March 27, 2023 (OKS AV BOM))                   | 3/27/2023            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - License Agreement - September 16, 2022 (VxRail Meraki Core VMware) | 9/16/2022            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - Jul 27, 2024 (SMARTnet)                                    | 7/27/2024            | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Order Form (Shure Equipment for OKS)))   | 1/1/2023             | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - October 21, 2022 (Purchase Order - RR AV Proj)))           | 10/21/2022           | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Palo Alto PA460)))       | 1/1/2023             | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Synology)))              | 1/1/2023             | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (VxRail-Boston)))         | 1/1/2023             | 12/24/2024            |
| Presidio Networked Solutions LLC                 | Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase                                 | 1/1/2023             | 12/24/2024            |

|                                  |   |                       |                       |
|----------------------------------|---|-----------------------|-----------------------|
|                                  | Order (Meraki MR56))  |                       |                       |
| Presidio Networked Solutions LLC | Presidio Networked Solutions LLC - Other - September 16, 2022 (Purchase Order - Creston Equipment)) | 9/16/2022             | 12/24/2024            |
| Presidio Networked Solutions LLC | Presidio Networked Solutions LLC - Other - February 28, 2022 (Cloud Services Resale Agreement))     | 2/28/2022             | 12/24/2024            |
| <del>Prisma Health Upstate</del> | <del>Prisma Health Upstate - CTA - October 10, 2022 (GO-010))</del>                                 | <del>10/10/2022</del> | <del>12/24/2024</del> |
| ProPharma Group                  | ProPharma Group - SOW - Aug 12, 2024 (GO-010 PA & Slate IB)   | 8/12/2024             | 12/24/2024            |
| ProPharma Group                  | ProPharma Group - SOW - Dec 12, 2023 (GO-012)   | 12/12/2023            | 12/24/2024            |
| ProPharma Group                  | ProPharma Group - SOW - Dec 19, 2023 (GO-009)   | 12/19/2023            | 12/24/2024            |
| ProPharma Group                  | ProPharma Group - SOW - July 27, 2022 (SOW #2))   | 7/27/2022             | 12/24/2024            |
| ProPharma Group                  | ProPharma Group - SOW - Apr 15, 2024 (GO-015 QC & ePub)   | 4/15/2024             | 12/24/2024            |
| ProPharma Group                  | ProPharma Group - SOW - Feb 12, 2024 (2024 Q1 GCP Audits)   | 2/12/2024             | 12/24/2024            |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jul 10, 2024 (Conducting supplier audits.)                    | 7/10/2024             | 12/24/2024            |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jul 17, 2024 (Medical Writing/CT.gov publishing)              | 7/17/2024             | 12/24/2024            |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Aug 08, 2023  | 8/8/2023              | 12/24/2024            |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jun 20, 2023 (GO-010 GCP Audits)                              | 6/20/2023             | 12/24/2024            |
| ProPharma Group Holdings, LLC    | ProPharma Group Holdings, LLC - SOW - Jul 27, 2023 (GO-015 GCP Audits)                              | 7/27/2023             | 12/24/2024            |
| Protein Metrics Inc.             | Protein Medrics Inc. - CDA - Oct 19, 2022   | 10/1/2019             | 12/24/2024            |
| Protein Metrics Inc.             | Protein Medrics Inc. - CDA - Oct 19, 2022   | 10/1/2019             | 12/24/2024            |
| PunchOut2Go, LLC                 | PunchOut2Go, LLC - Master Services Agreement - Oct 10, 2019   | 10/10/2019            | 12/24/2024            |
| PunchOut2Go, LLC                 | PunchOut2Go, LLC - CDA - Aug 08, 2019   | 8/8/2019              | 12/24/2024            |
| Puretec Industrial Water         | Puretec Industrial Water - Other - June 10, 2021 (MSA and SOW)) - Amendment - Jun 10, 2024          | 6/10/2024             | 12/24/2024            |
| QCCA Network, LLC                | QCCA Network LLC - CTA - April 28, 2022 (GO-010)) - Amendment - Jun 08, 2022                        | 6/8/2022              | 12/24/2024            |
| QCCA Network, LLC                | QCCA Network LLC - CTA - April 28, 2022 (GO-010))   | 4/28/2022             | 12/24/2024            |
| QIAGEN Sciences LLC              | QIAGEN Sciences LLC - Services Agreement (One-time use) - Jun 27, 2024 (2024 QIAcube Connect)       | 6/27/2024             | 12/24/2024            |
| Quest Diagnostics Incorporated   | Quest Diagnostics Incorporated - CDA - Dec 13, 2023   | 12/13/2023            | 12/24/2024            |
| Raymond Luguya                   | Raymond Luguya - CDA - Jun 21, 2024   | 6/21/2024             | 12/24/2024            |

|   |  |                   |                   |
|---|--|-------------------|-------------------|
| Rees Scientific Corporation                       | Rees Scientific Corporation - Master Services Agreement - Sep 14, 2019                           | 9/14/2019         | 12/24/2024        |
| Rees Scientific Corporation                       | Rees Scientific Corporation - Master Services Agreement - Sep 25, 2017                           | 9/25/2017         | 12/24/2024        |
| Rees Scientific Corporation                       | Rees Scientific Corporation - SOW - Oct 02, 2023 (Maintenance and testing, electricity)          | 10/2/2023         | 12/24/2024        |
| Rees Scientific Corporation                       | Rees Scientific Corporation - Services Agreement (One-time use) - Aug 19, 2024                   | 8/19/2024         | 12/24/2024        |
| Rees Scientific Corporation                       | Rees Scientific Corporation - Services Agreement (One-time use) - Nov 01, 2023                   | 11/1/2023         | 12/24/2024        |
| Regents of the University of California, Berkeley | Regents of the University of California, Berkeley - Other - Jun 15, 2023                         | 6/15/2023         | 12/24/2024        |
| Renee Moore                                       | Renee Moore - CDA - Jan 02, 2024   | 1/2/2024          | 12/24/2024        |
| Reprints Desk, Inc.                               | Reprints Desk, Inc. - Master Services Agreement - Sep 01, 2019                                   | 9/1/2019          | 12/24/2024        |
| Reprints Desk, Inc.                               | Reprints Desk, Inc. - Master Services Agreement - Jul 01, 2016                                   | 7/1/2016          | 12/24/2024        |
| Revolution Medicines                              | Revolution Medicines - CDA - March 07, 2023  | 3/7/2023          | 12/24/2024        |
| RGP   | RGP - Master Consulting Agreement - Mar 14, 2018 - Amendment - Nov 29, 2023                      | 11/29/2023        | 12/24/2024        |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease)                            | 5/7/2019          | 12/24/2024        |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - May 07, 2019 | 5/7/2019          | 12/24/2024        |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - Mar 09, 2022 | 3/9/2022          | 12/24/2024        |
| Rollins Road, LLC                                 | Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - Jan 14, 2022 | 1/14/2022         | 12/24/2024        |
| Rome Therapeutics, Inc.                           | Rome Therapeutics, Inc. - CDA - Nov 21, 2023   | 11/21/2023        | 12/24/2024        |
| RTW Investments, LP                               | RTW Investments, LP - CDA - Sep 23, 2024   | 9/23/2024         | 12/24/2024        |
| <b>Rutgers University</b>                         | <b>Amendment—Sep 07, 2022</b>  | <b>9/7/2022</b>   | <b>12/24/2024</b> |
| <b>Rutgers University</b>                         | <b>Rutgers University—Clinical Trial Agreement—Mar 09, 2022 (GO-010)</b>                         | <b>3/9/2022</b>   | <b>12/24/2024</b> |
| <b>Rutgers University</b>                         | <b>Amendment—Nov 15, 2022</b>  | <b>11/15/2022</b> | <b>12/24/2024</b> |
| Rx-360 Consortium                                 | Rx-360 Consortium - License Agreement - April 29, 2022   | 4/29/2022         | 12/24/2024        |
| Samantha Smith                                    | Samantha Smith - CDA - Jan 15, 2021  | 1/15/2021         | 12/24/2024        |
| Samsara BioCapital, LLC                           | Samsara BioCapital, LLC - CDA - Sep 18, 2024   | 9/18/2024         | 12/24/2024        |
| Sanguine  | Sanguine - CDA - Jan 24, 2024  | 1/24/2024         | 12/24/2024        |
| Sanguine  | Sanguine - SOW - May 26, 2023 (PBMC GO-010)  | 5/26/2023         | 12/24/2024        |
| Sanguine  | Sanguine - Master Services Agreement - May 26, 2023  | 5/26/2023         | 12/24/2024        |
| Sanofi  | Sanofi - CDA - May 08, 2023 (Business Development Discussions)                                   | 5/8/2023          | 12/24/2024        |
| Sanquin Reagents B.V.                             | Sanquin Reagents B.V. - Termination  | 7/30/2024         | 12/24/2024        |

|   | Letter - Jul 30, 2024   |                       |                       |
|---|---|-----------------------|-----------------------|
| <del>Sapio Sciences LLC</del>                   | <del>Sapio Sciences LLC - Other - Apr 07, 2016</del>  | <del>4/7/2016</del>   | <del>12/24/2024</del> |
| <del>Sapio Sciences LLC</del>                   | <del>Sapio Sciences LLC - Master Services Agreement - Jul 28, 2023</del>  | <del>7/28/2023</del>  | <del>12/24/2024</del> |
| <del>Sarah Cannon Research Institute, LLC</del> | <del>Sarah Cannon Research Institute, LLC - CTA - May 03, 2022 (GO-010) - Amendment - Nov 15, 2022</del>        | <del>11/15/2022</del> | <del>12/24/2024</del> |
| <del>Sarah Cannon Research Institute, LLC</del> | <del>Sarah Cannon Research Institute, LLC - CTA - May 03, 2022 (GO-010)</del>                                   | <del>5/3/2022</del>   | <del>12/24/2024</del> |
| Sartorius Stedim North America, Inc.            | Sartorius Stedim North America, Inc. - CDA - Aug 21, 2021 - Amendment - Aug 21, 2021 - Amendment - Aug 21, 2021 | 8/21/2021             | 12/24/2024            |
| Sartorius Stedim North America, Inc.            | Sartorius Stedim North America Inc - CDA - August 12, 2021  | 8/12/2021             | 12/24/2024            |
| SAS Institute Inc.                              | SAS Institute Inc. - Master Services Agreement - Mar 22, 2023   | 3/22/2023             | 12/24/2024            |
| SAS Institute Inc.                              | SAS Institute Inc. - SOW - Mar 31, 2023   | 3/31/2023             | 12/24/2024            |
| Say Technologies LLC                            | (Say Technologies LLC - Services Agreement (one-time use) - December 22, 2021                                   | 12/22/2021            | 12/24/2024            |
| Sentrol   | Sentrol - Services Agreement (One-time use) - Mar 20, 2024 (Calibration of RKI gas sensors)                     | 3/20/2024             | 12/24/2024            |
| Sequent, Inc.                                   | Sequent, Inc - Master Services Agreement - September 19, 2022   | 9/19/2022             | 12/24/2024            |
| SFJ Pharmaceuticals, Inc.                       | SFJ Pharmaceuticals, Inc. - CDA - Jun 17, 2024  | 6/17/2024             | 12/24/2024            |
| Shanghai Henlius Biotech, Inc.                  | Shanghai Henlius Biotech, Inc. - CDA - Sep 24, 2024   | 9/24/2024             | 12/24/2024            |
| Sigmovir Biosystems Inc                         | Sigmovir Biosystems Inc - Services Agreement (One-time use) - Nov 14, 2023 (multi-resp animal study)            | 11/14/2023            | 12/24/2024            |
| Silicon Valley Bank                             | Silicon Valley Bank - Other - July 12, 2022 (Online Banking Enrollment Form))                                   | 7/12/2022             | 12/24/2024            |
| Silicon Valley Bank                             | Silicon Valley Bank - Other - July 12, 2022 (Bank Depositor Agreement))   | 7/12/2022             | 12/24/2024            |
| Snyk Inc.                                       | Amendment - Sep 12, 2022  | 9/12/2022             | 12/24/2024            |