

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Related Docket No.: 307

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

Upon consideration of the *Amended Second Omnibus Motion for the Entry of an Order (A) Authorizing Rejection of Executory Contracts Effective as of the Applicable Rejection Date; and (B) Granting Related Relief* (the “Motion”)² of the above-captioned debtor and debtor in possession (the “Debtor”) for the entry of an order (this “Order”): (a) authorizing the Debtor to reject the Contracts effective as of the Rejection Effective Date listed on **Schedule 1** annexed hereto; (b) abandoning personal property; and (c) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under

¹ The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.

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



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

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contracts, including any amendments, restatements, supplements, and associated statements of work associated with the Contracts, shall each be deemed rejected as of the Rejection Effective Date.
3. Within three (3) calendar days after entry of this Order, the Debtor will serve this Order on the counterparty to each Contract.
4. Counterparties to Contracts that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts, if any, by the later of: (a) any applicable claims bar date established in this Chapter 11 Case; or (b) 30 days after entry of this Order. The Debtor reserves all rights to contest any such claim and to contest the characterization of each Contract as executory or not, and to contest whether such Contract may have terminated prior to the Petition Date or otherwise, or may not have been effective prior to the Petition Date or otherwise.
5. With respect to the Contracts listed on **Schedule 1** hereto, any personal property remaining 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.

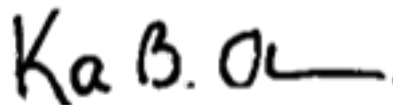
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement 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.

Dated: March 20th, 2025
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Rejected Contracts¹

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

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - Master Services Agreement - Jun 22, 2020 (air compressor services) - Amendment - Mar 03, 2023	3/3/2023	12/24/2024
Atrium Health	Atrium Health - CDA - Dec 21, 2023	12/21/2023	12/24/2024
Avance Biosciences Inc.	Avance Biosciences Inc. - CDA	1/0/1900	12/24/2024
Avanti Polar Lipids, Inc.	Avanti Polar Lipids, Inc. - CDA - May 02, 2023	5/2/2023	12/24/2024
Avantik	Avantik - Services Agreement (One-time use) - Mar 01, 2024	3/1/2024	12/24/2024
Avantor Funding, Inc.	Avantor Funding, Inc - CDA - December 09, 2021 ((3-Way with MWA)))	12/9/2021	12/24/2024
Axolabs GmbH	Axolabs GmbH - SOW - Jun 12, 2024 (AxoLabs - Drug Substance testing (%Capping Analytical Method))	6/12/2024	12/24/2024
Azenta US, Inc.	Azenta - Master Services Agreement - September 27, 2022	9/27/2022	12/24/2024
Azure Biosystems	Azure Biosystems - Services Agreement (One-time use) - May 29, 2024	5/29/2024	12/24/2024
Azure Biosystems	Azure Biosystems - Services Agreement (One-time use) - May 20, 2024	5/20/2024	12/24/2024
B. Riley Securities, Inc.	B. Riley Securities, Inc. - CDA - Aug 28, 2024	8/28/2024	12/24/2024
Bain Capital Life Sciences LP	Bain Capital Life Sciences LP - CDA - Aug 20, 2024	8/20/2024	12/24/2024
Baylor College of Medicine	Baylor College of Medicine - CDA - Aug 16, 2023 (GO-015)	8/16/2023	12/24/2024
BC ClinOps Consulting, LLC	BC ClinOps Consulting, LLC - Consulting Agreement (One-time use) - Aug 09, 2024 (Clin Ops Consulting)	8/9/2024	12/24/2024
Beacon Hill Staffing, LLC	Beacon Hill Staffing, LLC - Recruiter – Contingency Fee - Jun 15, 2016	6/15/2016	12/24/2024
Beacon Hill Staffing, LLC	Beacon Hill Staffing, LLC - Recruiter – Contingency Fee - Nov 29, 2018 - Amendment - Mar 21, 2023	3/21/2023	12/24/2024
Beckman Coulter	Beckman Coulter - SOW - Dec 05, 2023 (Maintenance agreement for EMY instruments)	12/5/2023	12/24/2024
Beckman Coulter	Beckman Coulter - Services Agreement (One-time use) - Oct 16, 2024	10/16/2024	12/24/2024
Beckman Coulter	Beckman Coulter - Services Agreement (One-time use) - May 01, 2024	5/1/2024	12/24/2024
Beckman Coulter	Beckman Coulter - Services Agreement (One-time use) - Jul 01, 2024	7/1/2024	12/24/2024
Beckman Coulter	Beckman Coulter - Services Agreement (One-time use) - Mar 12,	3/12/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
	2024 (Annual service agreement for Cytoflex)		
Beckman Coulter	Beckman Coulter - Services Agreement (One-time use) - Jun 30, 2024 (Annual service agreement for Allegra centrifuge maintenance)	6/30/2024	12/24/2024
Beckman Coulter	Beckman Coulter - Services Agreement (One-time use) - Apr 25, 2024	4/25/2024	12/24/2024
Becton, Dickinson and Company	Becton, Dickinson and Company - Services Agreement (One-time use) - Oct 18, 2024 (Decommission of Fortessa)	10/18/2024	12/24/2024
Becton, Dickinson and Company	Becton, Dickinson and Company - Other - Aug 12, 2024 (Maintenance)	8/12/2024	12/24/2024
Beth Israel Deaconess Medical Center	Beth Israel Deaconess Medical Center - Other - Jul 05, 2023	7/5/2023	12/24/2024
Beth Israel Deaconess Medical Center	Beth Israel Deaconess Medical Center - Other - Jul 05, 2023 - Amendment - Apr 02, 2024	4/2/2024	12/24/2024
Biocair, Inc.	Biocair, Inc - CDA - May 20, 2022	5/20/2022	12/24/2024
Biognosys AG	Biognosys AG - CDA - Oct 09, 2024	10/9/2024	12/24/2024
BioIVT, LLC	BioIVT, LLC - SOW - Mar 25, 2024	3/25/2024	12/24/2024
BioIVT, LLC	BioIVT, LLC - SOW - Apr 05, 2024	4/5/2024	12/24/2024
BioIVT, LLC	BioIVT, LLC - Master Services Agreement - Dec 04, 2019 - Amendment - Dec 03, 2022	12/3/2022	12/24/2024
Biomedical Advanced Research and Development Authority (BARDA)	Biomedical Advanced Research and Development Authority (BARDA) - Other - Sep 25, 2023	9/25/2023	12/24/2024
Biomedical Advanced Research and Development Authority (BARDA)	Biomedical Advanced Research and Development Authority (BARDA) - Other - Sep 25, 2023 - Amendment - Nov 20, 2023	11/20/2023	12/24/2024
Biomedical Advanced Research and Development Authority (BARDA)	Biomedical Advanced Research and Development Authority (BARDA) - Other - Sep 25, 2023 - Amendment - Jun 27, 2024	6/27/2024	12/24/2024
BioReliance Corporation	BioReliance Corporation - Quality Agreement - Mar 03, 2021	3/3/2021	12/24/2024
BioReliance Corporation	BioReliance Corporation - CDA - Aug 31, 2023	8/31/2023	12/24/2024
BioReliance Corporation	BioReliance Corporation - CDA - May 26, 2023	5/26/2023	12/24/2024
BioReliance Corporation	BioReliance Corporation - CDA - May 26, 2023 (Audit)	5/26/2023	12/24/2024
BioSearch Recruiting, LLC	BioSearch Recruiting, LLC - Recruiter – Retained Search - Oct 30, 2023	10/30/2023	12/24/2024
Blue Mountain Quality Resources, Inc.	Blue Mountain Quality Resources, Inc. - SOW - Mar 15, 2023	3/15/2023	12/24/2024
Boston Lab Services, Inc.	Boston Lab Services, Inc. - Master Services Agreement - May 26, 2023 (Moving project management consulting)	5/26/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Boston Lab Services, Inc.	Boston Lab Services, Inc. - SOW - Jul 05, 2023	7/5/2023	12/24/2024
Boston Lab Services, Inc.	Boston Lab Services - Staffing Supplier Agreement - November 14, 2022	11/14/2022	12/24/2024
Brent Sendayan	Brent Sendayan - CDA - Jun 17, 2021	6/17/2021	12/24/2024
Brian Liddell	Brian Liddell - CDA - Sep 13, 2021	9/13/2021	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Master Services Agreement - Oct 06, 2020	10/6/2020	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Master Services Agreement - Sep 15, 2020	9/15/2020	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Master Services Agreement - Jun 19, 2019	6/19/2019	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Master Services Agreement - Jul 12, 2018	7/12/2018	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Other - June 19, 2019 (Data Protection Agreement))	6/19/2019	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Other - May 11, 2021	5/11/2021	12/24/2024
Bristol-Myers Squibb Company	Bristol-Myers Squibb Company - Other - Nov 12, 2020	11/12/2020	12/24/2024
Broadridge Investor Communications Solutions, Inc.	Broadridge Investor Communications Solutions, Inc. - Master Services Agreement - Feb 11, 2020	2/11/2020	12/24/2024
Burke Herring, LLC	Burke Herring, LLC - Master Services Agreement - Apr 08, 2024 (HEPA filter, Biosafety Cabinet and Fume Hood testing and certification)	4/8/2024	12/24/2024
Burke Herring, LLC	Burke Herring, LLC - SOW (Calibration/certification services for HEPA filters and Biosafety Cabinets/ Fume Hoods)	1/0/1900	12/24/2024
Burke Herring, LLC	Burke Herring, LLC - SOW - Apr 22, 2024 (Hood maintenance)	4/22/2024	12/24/2024
Canopy Biopharma, LLC	Canopy Biopharma, LLC - Master Services Agreement - October 21, 2022	10/21/2022	12/24/2024
Capital Advisors Group, Inc.	Capital Advisors Group, Inc - CDA - February 25, 2022	2/25/2022	12/24/2024
Cassidy Jones	Cassidy Jones - CDA - Dec 30, 2021	12/30/2021	12/24/2024
Catalent Pharma Solutions, LLC	Catalent Pharma Solutions, LLC - CDA - Mar 10, 2020	3/10/2020	12/24/2024
Cebiphar	Cebiphar - CDA - Aug 29, 2024	8/29/2024	12/24/2024
Celentyx Limited	Celentyx Ltd - Master Services Agreement - June 09, 2022	6/9/2022	12/24/2024
Cenetron Diagnostics, LLC	Cenetron Diagnostics, LLC - CDA - March 22, 2023	3/22/2023	12/24/2024
Certara USA, Inc.	Certara USA, Inc. - SOW - Sep 28, 2023	9/28/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Certara USA, Inc.	Certara USA, Inc. - SOW - Sep 28, 2023 - Amendment - Sep 28, 2023	9/28/2023	12/24/2024
Certification Company, Inc.	Certification Company, Inc. - Master Services Agreement - Sep 11, 2024 (Certification Company for facilities)	9/11/2024	12/24/2024
CFO's Domain, LLC	CFO's Domain, LLC - Staffing Supplier Agreement - March 09, 2023	3/9/2023	12/24/2024
ChargePoint, Inc.	ChargePoint, Inc. - Master Services Agreement - Sep 15, 2017	9/15/2017	12/24/2024
ChargePoint, Inc.	ChargePoint, Inc. - Master Services Agreement - Sep 17, 2017	9/17/2017	12/24/2024
Charles River Laboratories, Inc.	Charles River Laboratories, Inc. - SOW - Jul 01, 2024 (Analytical development for detecting adventitious agents in our drug product)	7/1/2024	12/24/2024
Charles River Laboratories, Inc.	Charles River Laboratories, Inc. - SOW - Jul 15, 2024 (Analytical method development and qualification for release assays)	7/15/2024	12/24/2024
Charles River Laboratories, Inc.	Charles River Laboratories, Inc. - SOW - Mar 26, 2024 (Replication Adenovirus Testing)	3/26/2024	12/24/2024
Charles River Laboratories, Inc.	Charles River Laboratories, Inc. - SOW - Feb 19, 2024	2/19/2024	12/24/2024
Charles River Laboratories, Inc.	Charles River Laboratories, Inc. - Services Agreement (One-time use) - Apr 01, 2024 (Annual PM and software upgrade with IQOQ for 3 QC instruments)	4/1/2024	12/24/2024
Charles River Laboratories, Inc.	Charles River Laboratories, Inc. - Quality Agreement - Mar 22, 2021	3/22/2021	12/24/2024
Check Point Software Technologies, Inc.	Check Point Software Technologies, Inc. - Other - Sep 04, 2019	9/4/2019	12/24/2024
Cherish the Science LLC	Cherish the Science LLC - CDA - Sep 18, 2024	9/18/2024	12/24/2024