

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.: 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**

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”)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.

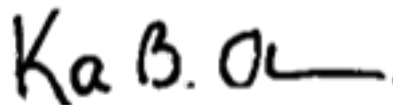
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement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

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
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