

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.: 309

**ORDER (A) AUTHORIZING THE AMENDED FOURTH 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 Fourth 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.

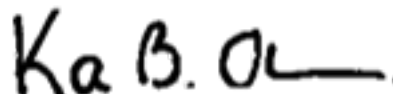
6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement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

7. 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.

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

9. 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 |
|-------------------------------|---|-------------------|----------------|
| Element, Concord | Element, Concord - Services Agreement (One-time use) - Jan 01, 2024 (Q1 2024 Environmental Monitoring) - Amendment - Sep 30, 2024 | 9/30/2024 | 12/24/2024 |
| Element, Concord | Element, Concord - Services Agreement (One-time use) - Aug 18, 2023 - Amendment - Feb 02, 2024 | 2/2/2024 | 12/24/2024 |
| Element, Concord | Element, Concord - CDA - Nov 01, 2023 | 11/1/2023 | 12/24/2024 |
| Element, Concord | Element, Concord - SOW - Oct 19, 2023 | 10/19/2023 | 12/24/2024 |
| Element, Concord | Element, Concord - SOW - Oct 16, 2023 | 10/16/2023 | 12/24/2024 |
| Eli Lilly and Company | Eli Lilly and Company - CDA - Sep 17, 2024 | 9/17/2024 | 12/24/2024 |
| Elim Biopharmaceuticals, Inc. | Elim Biopharmaceuticals, Inc. - SOW - May 20, 2024 | 5/20/2024 | 12/24/2024 |
| Elim Biopharmaceuticals, Inc. | Elim Biopharmaceuticals, Inc. - SOW - May 16, 2024 | 5/16/2024 | 12/24/2024 |
| Elim Biopharmaceuticals, Inc. | Elim Biopharmaceuticals, Inc. - Master Services Agreement - May 16, 2024 | 5/16/2024 | 12/24/2024 |
| Ellenberg & Ellenberg LLC | Ellenberg & Ellenberg LLC - CDA - Dec 20, 2023 | 12/20/2023 | 12/24/2024 |
| EMD Millipore Corporation | EMD Millipore Corporation - SOW - Oct 29, 2021 | 10/29/2021 | 12/24/2024 |
| EMD Millipore Corporation | Amendment - Mar 08, 2023 | 3/8/2023 | 12/24/2024 |
| EMD Millipore Corporation | EMD Millipore Corporation - SOW - Oct 29, 2021 - Amendment - Oct 20, 2023 | 10/20/2023 | 12/24/2024 |
| Employ, Inc | Employ, Inc - SOW - Feb 01, 2024 (2024 Subscription) | 2/1/2024 | 12/24/2024 |
| EpiVax, Inc. | EpiVax, Inc. - Master Services Agreement - Aug 18, 2022 | 8/18/2022 | 12/24/2024 |
| EpiVax, Inc. | EpiVax, Inc - SOW - August 30, 2022 (WO #1)) | 8/30/2022 | 12/24/2024 |
| EpiVax, Inc. | EpiVax, Inc. - Termination Letter - Aug 09, 2023 (WO #3) | 8/9/2023 | 12/24/2024 |
| EpiVax, Inc. | Epivax, Inc - CDA - May 06, 2022 | 5/6/2022 | 12/24/2024 |
| EpiVax, Inc. | EpiVax, Inc. - SOW - Jun 29, 2023 (#4 - GO-010) | 6/29/2023 | 12/24/2024 |
| Eppendorf North America Inc. | Eppendorf North America Inc. - SOW - Jul 09, 2024 (additional pipette calibrations) | 7/9/2024 | 12/24/2024 |
| Eppendorf North America Inc. | Eppendorf North America Inc. - SOW - May 16, 2024 (2024 pipette calibrations) | 5/16/2024 | 12/24/2024 |
| Ernst and Young LLP | Ernst and Young LLP - Master Services Agreement - Apr 12, 2021 | 4/12/2021 | 12/24/2024 |
| Ernst and Young LLP | Ernst and Young LLP - SOW - November 16, 2021 | 11/16/2021 | 12/24/2024 |
| Ernst and Young LLP | Ernst and Young LLP - Services Agreement (One-time use) - Sep 13, 2024 | 9/13/2024 | 12/24/2024 |
| Ernst and Young LLP | Ernst and Young LLP - Master Services Agreement | 1/0/1900 | 12/24/2024 |

| Counterparty | Contract/Lease Description | Date of Agreement | Effective Date |
|---|--|-------------------|----------------|
| Eurofins Central Laboratory, LLC | Eurofins Central Laboratory, LLC - Services Agreement (one-time use) - March 22, 2023 (QA lot GRT-C9) | 3/22/2023 | 12/24/2024 |
| Eurofins EAG | Eurofins EAG - Services Agreement (One-time use) - Oct 04, 2023 | 10/4/2023 | 12/24/2024 |
| Eurofins Lancaster Laboratories, Inc. | Eurofins Lancaster Laboratories, Inc. - SOW - Mar 26, 2024 (IVAA testing for AU patient lot release) | 3/26/2024 | 12/24/2024 |
| Eurofins Lancaster Laboratories, Inc. | Eurofins Lancaster Laboratories, Inc. - SOW - Sep 12, 2024 (Analytical testing for process residuals - Kanamycin) | 9/12/2024 | 12/24/2024 |
| Eurofins Lancaster Laboratories, Inc. | Eurofins Lancaster Laboratories, Inc. - Quality Agreement - Jun 20, 2020 | 6/20/2020 | 12/24/2024 |
| Eurofins Lancaster Laboratories, Inc. | Eurofins Lancaster Laboratories, Inc. - SOW - May 06, 2024 (Testing of Gritstone's in-process samples and reporting results) | 5/6/2024 | 12/24/2024 |
| Eurofins Lancaster Laboratories, Inc. | Eurofins Lancaster Laboratories, Inc. - CDA - May 14, 2019 | 5/14/2019 | 12/24/2024 |
| Eurofins Lancaster Laboratories, Inc. | Eurofins Lancaster Laboratories, Inc. - CDA - Feb 19, 2019 | 2/19/2019 | 12/24/2024 |
| Evaluate Limited | Evaluate Ltd - Services Agreement (one-time use) - December 31, 2022 | 12/31/2022 | 12/24/2024 |
| Evercore Group LLC | Evercore Group L.L.C - Other - April 05, 2022 (Engagement Letter)) | 3/28/2022 | 12/24/2024 |
| EVERSANA Life Science Services, LLC | EVERSANA Life Science Services, LLC - CDA - Oct 17, 2023 (Potential Business Relationship) | 10/17/2023 | 12/24/2024 |
| Exact Sciences Corporation | Exact Sciences Corporation - CDA - Mar 28, 2024 | 3/28/2024 | 12/24/2024 |
| Exscientia AI Limited | Exscientia AI Limited - CDA - Nov 01, 2023 | 11/1/2023 | 12/24/2024 |
| F. Hoffmann-LaRoche Ltd | F. Hoffmann-LaRoche Ltd - Other - October 15, 2021 (Clinical Supply Agreement Supplement (GO-010))) | 10/15/2021 | 12/24/2024 |
| Feridoun Fahiminia | Feridoun Fahiminia - CDA - Feb 22, 2021 | 2/22/2021 | 12/24/2024 |
| Fidelity Workplace Services LLC | Fidelity Workplace Services LLC - Services Agreement (one-time use) - July 01, 2022) | 7/1/2022 | 12/24/2024 |
| Fidelity Workplace Services LLC | Fidelity Workplace Services LLC - Other (Addition of QDRO Service) | 1/0/1900 | 12/24/2024 |
| Fidelity Workplace Services LLC | FMR LLC dba Fidelity Institutional Asset Management - Other - January 01, 2023 - Amendment - Oct 18, 2024 | 10/18/2024 | 12/24/2024 |
| FlowJO | FlowJO - License Agreement - Aug 08, 2024 (SW FlowJo Com Portal Licenses) | 8/8/2024 | 12/24/2024 |
| FMR LLC dba Fidelity Institutional Asset Management | FMR LLC dba Fidelity Institutional Asset Management - Other - January 01, 2023 | 1/1/2023 | 12/24/2024 |
| Focus Technology | Focus Technology - Master Services Agreement - Sep 20, 2022 | 9/20/2022 | 12/24/2024 |

| Counterparty | Contract/Lease Description | Date of Agreement | Effective Date |
|--|--|-------------------|----------------|
| Fosun Pharma USA Inc. | Fosun Pharma USA Inc - CDA - July 20, 2022 | 7/20/2022 | 12/24/2024 |
| Foundation Medicine, Inc | Foundation Medicine, Inc - CDA - Jul 10, 2024 | 7/10/2024 | 12/24/2024 |
| Fred Hutchinson Cancer Research Center | Fred Hutchinson Cancer Research Center - SOW - Jun 01, 2023 | 6/1/2023 | 12/24/2024 |
| Fred Hutchinson Cancer Research Center | Fred Hutchinson Cancer Research Center - Master Services Agreement - Jun 01, 2023 | 6/1/2023 | 12/24/2024 |
| Fred Hutchinson Cancer Research Center | Fred Hutchinson Cancer Research Center - Master Services Agreement - Jun 01, 2023 - Amendment - Apr 26, 2024 | 4/26/2024 | 12/24/2024 |
| Fred Hutchinson Cancer Research Center | Fred Hutchinson Cancer Research Center - Master Services Agreement - Jun 01, 2023 - Amendment - Jan 16, 2024 | 1/16/2024 | 12/24/2024 |
| Fred Hutchinson Cancer Research Center | Fred Hutchinson Cancer Research Center - CDA - Jun 26, 2024 (Potential Investigator Trial for Sars-CoV-2) | 6/26/2024 | 12/24/2024 |
| Fred Hutchinson Cancer Research Center | Fred Hutchinson Cancer Research Center - CDA - Dec 06, 2023 (GO-015) | 12/6/2023 | 12/24/2024 |
| Friends of Cancer Research | Friends of Cancer Research - Other - Jul 12, 2023 | 7/12/2023 | 12/24/2024 |
| Fujifilm Irvine Scientific | Fujifilm Irvine Scientific - CDA - Jun 14, 2023 | 6/14/2023 | 12/24/2024 |
| Future Solution Investments LLC | Future Solution Investments LLC - CDA - Sep 11, 2024 | 9/11/2024 | 12/24/2024 |
| G42 Health Care AI Holding RSC Ltd | G42 Health Care AI Holding RSC Ltd - CDA - Jun 10, 2020 | 6/10/2020 | 12/24/2024 |
| Galapagos | Galapagos - CDA - Apr 30, 2024 | 4/30/2024 | 12/24/2024 |
| Gardeners Guild Inc. | Gardeners Guild Inc - Amendment - January 01, 2023 (AMND 1 to SER)) - Amendment - Jan 01, 2024 | 1/1/2024 | 12/24/2024 |