

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.: 310**

**ORDER AUTHORIZING THE AMENDED FIFTH OMNIBUS  
(A) 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 Fifth 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

<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.

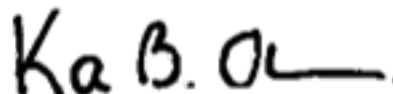
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement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

**Dated: March 20th, 2025**  
**Wilmington, Delaware**

  
**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**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
Genome Research Limited	Genome Research Limited - Other - Jan 01, 2021	1/1/2021	12/24/2024
Genome Research Limited	Genome Research Limited - Other - Apr 04, 2019	4/4/2019	12/24/2024
Genscript USA Inc.	Genscript USA Inc. - SOW - Apr 25, 2023	4/25/2023	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc. - License Agreement - Jan 29, 2021	1/29/2021	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc. - License Agreement - Apr 15, 2021	4/15/2021	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc - Quality Agreement - August 31, 2021	8/31/2021	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc. - Master Services Agreement - Nov 19, 2020	11/19/2020	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc. - Master Services Agreement - Nov 08, 2019	11/8/2019	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc. - CDA - Mar 15, 2024	3/15/2024	12/24/2024
Gilead Sciences, Inc.	Gilead Sciences, Inc. - CDA - May 04, 2023	5/4/2023	12/24/2024
GlaxoSmithKline Research & Development Limited	GlaxoSmithKline Research & Development Limited - CDA - Sep 27, 2024	9/27/2024	12/24/2024
Global Biotech Experts, LLC	Global Biotech Experts, LLC - Master Consulting Agreement - Nov 02, 2023	11/2/2023	12/24/2024
Global Life Sciences Solutions USA LLC	Global Life Sciences Solutions USA LLC - SOW - Feb 28, 2024	2/28/2024	12/24/2024
Global Life Sciences Solutions USA LLC	Global Life Sciences Solutions USA LLC - SOW - Apr 26, 2023	4/26/2023	12/24/2024
Goldman Sachs Asset Management, L.P	Goldman Sachs Asset Management, L.P - Other - Feb 28, 2020	2/28/2020	12/24/2024
Goldman Sachs Asset Management, L.P	Goldman Sachs Asset Management, L.P - Other - Oct 04, 2019	10/4/2019	12/24/2024
Gotham Digital Science, LLC	Gotham Digital science, LLC, - SOW - April 07, 2022 (GDS-5185))	4/7/2022	12/24/2024
Gotham Digital Science, LLC	Amendment - Mar 30, 2022	3/30/2022	12/24/2024
Graham Lord	Graham Lord - Consulting Agreement (One-time use) - Jun 01, 2024 (Oncology SAB)	6/1/2024	12/24/2024
Granite Bio AG	Granite Bio AG - Other - Nov 28, 2023 (Coexist and Consent Trademark Agreement)	11/28/2023	12/24/2024
GraphPad Software, LLC	GraphPad Software, LLC - License Agreement - Sep 06, 2024	9/6/2024	12/24/2024
GraphPad Software, LLC	GraphPad Software, LLC - License Agreement - Apr 17, 2024	4/17/2024	12/24/2024
GSL Biotech, LLC	GSL Biotech, LLC - License Agreement - Apr 17, 2024	4/17/2024	12/24/2024
Guardant Health, Inc.	Guardant Health, Inc. - CDA - Sep 25, 2024	9/25/2024	12/24/2024
GxP Consulting Group, Inc.	GxP Consulting Group, Inc - Master Services Agreement - October 17, 2022	10/17/2022	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
GxP Consulting Group, Inc.	GxP Consulting Group, Inc. - SOW - May 15, 2024	5/15/2024	12/24/2024
GxP Consulting Group, Inc.	GxP Consulting Group, Inc. - SOW - Jul 07, 2023 (BMS REES support consulting)	7/7/2023	12/24/2024
GxP Consulting Group, Inc.	GxP Consulting Group, Inc. - SOW - May 25, 2023	5/25/2023	12/24/2024
Hamilton Company	Hamilton Company - Services Agreement (One-time use) - Oct 14, 2024	10/14/2024	12/24/2024
Healthcare Holdings LLC	Healthcare Holdings LLC - CDA - Sep 22, 2020	9/22/2020	12/24/2024
Henry Ford Health System	Henry Ford Health System - CDA - April 06, 2023 (GO-014))	4/6/2023	12/24/2024
Hercules Capital, Inc	Hercules Capital, Inc - Other - Jul 19, 2022 - Amendment - Mar 31, 2023	3/31/2023	12/24/2024
Hercules Capital, Inc	Hercules Capital, Inc - Other - Jul 19, 2022	7/19/2022	12/24/2024
Highline Sciences	Highline Sciences - Master Services Agreement - Feb 01, 2021 - Amendment - May 05, 2023	5/5/2023	12/24/2024
Hoffmann-La Roche Inc.	Hoffmann-La Roche Inc - Other - October 05, 2021 (Safety Data Exchange Agreement (GO-008 & GO-010))	10/5/2021	12/24/2024
ICON Clinical Research Ltd	ICON Clinical Research Ltd - CDA - May 22, 2023	5/22/2023	12/24/2024
ICQ Consultants Corp	ICQ Consultants Corp - Master Services Agreement - Feb 16, 2023	2/16/2023	12/24/2024
ICQ Consultants Corp	ICQ Consultants Corp - SOW - Sep 19, 2023 (TCU Qualification)	9/19/2023	12/24/2024
Ikena Oncology, Inc.	Ikena Oncology, Inc. - CDA - Jun 26, 2024	6/26/2024	12/24/2024
Iketani Law Corporation	Iketani Law Corporation - Master Services Agreement - Feb 06, 2020	2/6/2020	12/24/2024
Illumina, Inc.	Illumina, Inc. - Services Agreement (One-time use) - Nov 20, 2024 (Annual service agreement for QC MiSeq instrument EIN 10133)	11/20/2024	12/24/2024
Illumina, Inc.	Illumina, Inc. - Services Agreement (One-time use) - Oct 01, 2024 (Annual service agreement for QC MiSeq instrument EIN 16036)	10/1/2024	12/24/2024
Illumina, Inc.	Illumina, Inc. - Other - Oct 16, 2024	10/16/2024	12/24/2024
ImmunoGen, Inc.	ImmunoGen, Inc. - CDA - Sep 12, 2023 (Business Development)	9/12/2023	12/24/2024
InClin Inc	InClin Inc - CDA - March 28, 2023	3/28/2023	12/24/2024
InClin, Inc.	InClin, Inc. - Master Services Agreement - Sep 24, 2023	9/24/2023	12/24/2024
Inflection Risk Solutions, LLC (dba GoodHire)	Inflection Risk Solutions, LLC (dba GoodHire) - Master Services Agreement - Sep 21, 2018	9/21/2018	12/24/2024
Integrated DNA Technologies, Inc.	Integrated DNA Technologies, Inc. - CDA - Dec 04, 2023 (CDA)	12/4/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Integrated Productivity Systems LLC	Integrated Productivity Systems LLC - License Agreement - Oct 01, 2024	10/1/2024	12/24/2024
Intelligent Technologies and Services, Inc.	Intelligent Technologies and Services, Inc. - SOW - Dec 01, 2023 (Annual PM on pre action fire suppression system)	12/1/2023	12/24/2024
Intrado Digital Media, LLC	Intrado Digital Media, LLC ( _ Notified_ ) - SOW - December 01, 2022 (Order Form))	12/1/2022	12/24/2024
Intrado Digital Media, LLC	Intrado Digital Media, LLC - Master Services Agreement - Nov 17, 2018	11/17/2018	12/24/2024
Intrado Digital Media, LLC	Intrado Digital Media, LLC - SOW - Dec 01, 2023	12/1/2023	12/24/2024
Intrado Digital Media, LLC	Intrado Digital Media, LLC ( _ Notified_ ) - Services Agreement (one-time use) - November 10, 2022)	11/8/2022	12/24/2024
Intrado Digital Media, LLC	Intrado Digital Media, LLC - License Agreement - Apr 29, 2024	4/29/2024	12/24/2024
Intrado Digital Media, LLC	Intrado Digital Media, LLC - Other - Dec 01, 2020	12/1/2020	12/24/2024
Iqvia Inc.	Iqvia Inc. - CDA - May 25, 2023	5/25/2023	12/24/2024
Ira Habiba	Ira Habiba - CDA - Aug 29, 2021	8/29/2021	12/24/2024
ITM Coaching LLC	ITM Coaching LLC - Master Services Agreement - Jun 05, 2024	6/5/2024	12/24/2024
Jackson Laboratory	Jackson Laboratory - License Agreement - Apr 07, 2021	4/7/2021	12/24/2024
Jesse Abhyankar	Jesse Abhyankar - Consulting Agreement (One-time use) - Aug 05, 2024	8/5/2024	12/24/2024
Jesse Abhyankar	Jesse Abhyankar - Consulting Agreement (One-time use) - Aug 05, 2024 - Amendment - Oct 24, 2024	10/24/2024	12/24/2024
JMP Statistical Discovery LLC	JMP Statistical Discovery LLC - License Agreement - Mar 31, 2024	3/31/2024	12/24/2024
JOINN Biologics US, Inc.	JOINN Biologics - Quality Agreement - June 08, 2022	6/8/2022	12/24/2024
Jones Day	Jones Day - Other - November 08, 2021 (Engagement Letter with law firm))	11/8/2021	12/24/2024
Jones Day	Jones Day - Other - November 08, 2021 (Engagement Letter )	11/8/2021	12/24/2024
JourneyTEAM Consulting, LLC dba JourneyTEAM	JourneyTEAM Consulting, LLC dba JourneyTEAM - Master Services Agreement - January 14, 2022	1/14/2022	12/24/2024
JP Pharma Consulting, LLC	JP Pharma Consulting, LLC - Consulting Agreement (One-time use) - Nov 08, 2023	11/8/2023	12/24/2024
JPMorgan Chase Bank, N.A	JPMorgan Chase Bank, N.A - Other - Oct 26, 2020	10/26/2020	12/24/2024
Jsat Automation	Jsat Automation - Services Agreement (One-time use) - Feb 09, 2024	2/9/2024	12/24/2024
Jygantic, Inc.	Jygantic, Inc. - Services Agreement (One-time use) - Mar 17, 2024	3/17/2024	12/24/2024
Karla Diaz	Karla Diaz - CDA - May 30, 2024	5/30/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Kashi Clinical Laboratories, Inc	Kashi Clinical Laboratories, Inc - SOW - Nov 28, 2023 (GO-010)	11/28/2023	12/24/2024
Kashi Clinical Laboratories, Inc	Kashi Clinical Laboratories, Inc - Master Services Agreement - Nov 28, 2023	11/28/2023	12/24/2024
Kashi Clinical Laboratories, Inc.	Kashi Clinical Laboratories, Inc. - CDA - Jan 17, 2024	1/17/2024	12/24/2024