

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.: 311

**ORDER AUTHORIZING THE AMENDED SIXTH 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 Sixth 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.

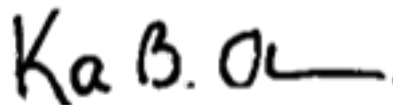
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement 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
L.E.K. Consulting LLC	L.E.K. Consulting LLC - Consulting Agreement (One-time use) - Feb 23, 2024	2/23/2024	12/24/2024
L.E.K. Consulting LLC	L.E.K. Consulting LLC - Consulting Agreement (One-time use) - Dec 09, 2023	12/9/2023	12/24/2024
LabVantage Solutions, Inc.	LabVantage Solutions, Inc. - SOW - Mar 12, 2024	3/12/2024	12/24/2024
Latham Biopharm Group	Latham Biopharm Group - Consulting Agreement (One-time use) - Sep 07, 2023	9/7/2023	12/24/2024
Leadership Cadence, LLC	Leadership Cadence, LLC - Master Services Agreement - Apr 12, 2023	4/12/2023	12/24/2024
Leerink Partners LLC	Leerink Partners LLC - CDA - Apr 26, 2024	4/26/2024	12/24/2024
Leerink Partners LLC	Leerink Partners LLC - CDA - Jan 23, 2017	1/23/2017	12/24/2024
LHI Group Inc.	LHI Group Inc - Staffing Supplier Agreement - June 27, 2022	6/27/2022	12/24/2024
LHI Group Inc.	LHI Group Inc. - Recruiter – Contingency Fee - Sep 30, 2020	9/30/2020	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Master Services Agreement - Jan 26, 2021	1/26/2021	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Services Agreement (One-time use) - Sep 09, 2024 (Annual service agreement foe QC CX7 instrument)	9/9/2024	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Services Agreement (One-time use) - May 14, 2024 (CX5 Reader 2024)	5/14/2024	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Services Agreement (One-time use) - Nov 02, 2023 (QuantStudio 6 FLEX AB assurance qualification)	11/2/2023	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Services Agreement (one-time use) - December 01, 2022 (Quantstudio)	12/1/2022	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Other - Jul 13, 2017	7/13/2017	12/24/2024
Life Technologies Corporation	Life Technologies Corporation - Services Agreement (One-time use) - Jun 28, 2024 (Annual service agreement for QC Kingfisher EIN 10615)	6/28/2024	12/24/2024
LinkedIn	LinkedIn - Master Services Agreement - Dec 27, 2018	12/27/2018	12/24/2024
Lonza Biologics, Inc.	Lonza Biologics, Inc. - CDA - Apr 02, 2024	4/2/2024	12/24/2024
Lovell Law Group, PC	Lovell Law Group, PC - Master Services Agreement - Jun 25, 2020	6/25/2020	12/24/2024
Lucid Automation and Security, LLC	Lucid Automation and Security, LLC - SOW - Dec 21, 2023	12/21/2023	12/24/2024
Lucid Automation and Security, LLC	Lucid Automation and Security, LLC - SOW	1/0/1900	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Lucid Software Inc.	Lucid Software Inc - Master Services Agreement - September 06, 2022	9/6/2022	12/24/2024
Lucid Software Inc.	Lucid Software Inc. - Services Agreement (One-time use) - Sep 29, 2023 (Software suite)	9/29/2023	12/24/2024
Luke Barlow	Luke Barlow - CDA - Dec 03, 2021	12/3/2021	12/24/2024
Lumanity Inc.	Lumanity Inc. - SOW - Dec 19, 2023 (GRANITE Consulting Work)	12/19/2023	12/24/2024
Lumanity Inc.	Lumanity Inc. - Master Consulting Agreement - Dec 19, 2023 (Granite Consulting Support)	12/19/2023	12/24/2024
Lumanity Inc.	Lumanity Inc. - CDA - Nov 15, 2023	11/15/2023	12/24/2024
LumiGenics LLC	LumiGenics LLC - SOW - Apr 24, 2023 (GRT-600)	4/24/2023	12/24/2024
LumiGenics LLC	LumiGenics LLC - SOW - Apr 14, 2023 (GRT-555B)	4/14/2023	12/24/2024
Luminary Labs LLC	Luminary Labs LLC - CDA - Jan 05, 2024	1/5/2024	12/24/2024
MACHEREY-NAGEL Inc.	MACHEREY-NAGEL Inc. - CDA - Mar 18, 2024	3/18/2024	12/24/2024
Malvern Panalytical Inc.	Malvern Panalytical Inc. - Services Agreement (One-time use) - May 15, 2024	5/15/2024	12/24/2024
Manning Personnel Group	Manning Personnel Group - Recruiter – Contingency Fee - Nov 28, 2023	11/28/2023	12/24/2024
Marathon LS LLC	Marathon LS LLC - SOW - Sep 23, 2024 (#4966)	9/23/2024	12/24/2024
Marathon LS LLC	Marathon LS LLC - SOW - Jul 11, 2024 (Equipment repair: Gas Shock and Temp Probe)	7/11/2024	12/24/2024
Marathon LS LLC	Marathon LS LLC - SOW - May 16, 2024 (equipment repair)	5/16/2024	12/24/2024
Margaret Korn	Margaret Korn - Consulting Agreement (One-time use) - Jan 03, 2024	1/3/2024	12/24/2024
Marsh & McLennan Agency LLC	Marsh & McLennan Agency LLC - CDA - Jun 20, 2019	6/20/2019	12/24/2024
MasterControl, Inc.	MasterControl, Inc. - SOW - Feb 01, 2024	2/1/2024	12/24/2024
Maximilian Diehn	Maximilian Diehn - Consulting Agreement (One-time use) - Jun 01, 2024 (Oncology SAB)	6/1/2024	12/24/2024
Medidata Solutions, Inc.	Medidata Solutions, Inc. - CDA - Dec 18, 2020	12/18/2020	12/24/2024
Memorial Healthcare System	Memorial Healthcare System - CDA - Aug 01, 2023 (GO-014)	8/1/2023	12/24/2024
Meso Scale Diagnostics, LLC	Meso Scale Diagnostics, LLC - Services Agreement (One-time use) - Jun 02, 2024	6/2/2024	12/24/2024
Mettler-Toledo LLC	Mettler-Toledo LLC - Services Agreement (One-time use) - Sep 01, 2024 (Annual service agreement for QC Titrator)	9/1/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Mettler-Toledo LLC	Mettler-Toledo LLC - Services Agreement (One-time use) - May 17, 2024	5/17/2024	12/24/2024
Mettler-Toledo Rainin, LLC	Mettler-Toledo Rainin, LLC - Services Agreement (One-time use) - Aug 01, 2024	8/1/2024	12/24/2024
Michael Overman	Michael Overman - Consulting Agreement (One-time use) - Jun 01, 2024 (Oncology SAB)	6/1/2024	12/24/2024
Miele Inc.	Miele Inc. - SOW - Mar 28, 2024 (Glass Washer maintenance)	3/28/2024	12/24/2024
Mimecast	Mimecast - Master Services Agreement - Oct 31, 2018	10/31/2018	12/24/2024
Mimecast	Mimecast - Master Services Agreement - Oct 31, 2018	10/31/2018	12/24/2024
Mimecast	Mimecast - Other - Jan 11, 2024	1/11/2024	12/24/2024
MinterEllison	MinterEllison - Other - March 12, 2023	3/12/2023	12/24/2024
Misha Subzwari	Misha Subzwari - CDA - Nov 15, 2021	11/15/2021	12/24/2024
Molecular Devices LLC	Molecular Devices LLC - Services Agreement (One-time use) - Oct 10, 2024	10/10/2024	12/24/2024
Molecular Devices LLC	Molecular Devices LLC - Services Agreement (One-time use) - Apr 09, 2024 (Annual Service agreement for AT instrument)	4/9/2024	12/24/2024