

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.: 312**

**ORDER (A) AUTHORIZING THE AMENDED SEVENTH 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 Seventh 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.

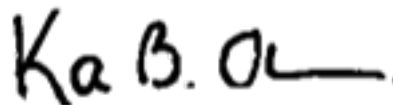
6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement 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 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
Moss Adams LLP	Moss Adams LLP - SOW - December 23, 2021 (\$382 – LIMITATIONS ON CARRYFORWARDS))	12/23/2021	12/24/2024
Moss Adams LLP	Amendment - Sep 20, 2021	9/20/2021	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - May 11, 2021	5/11/2021	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - Dec 08, 2020	12/8/2020	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - Sep 25, 2019	9/25/2019	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - May 29, 2019	5/29/2019	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - Aug 22, 2024	8/22/2024	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - August 05, 2022 (NetSuite Support Services))	8/5/2022	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - December 23, 2021 (BUSINESS ENTITY TAX RETURNS))	12/23/2021	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - December 23, 2021 (ASC 740 PREPARATION SERVICES))	12/23/2021	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - Jan 22, 2021	1/22/2021	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - Nov 12, 2018	11/12/2018	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - Mar 10, 2017	3/10/2017	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - May 18, 2023 (2023 SOX 404 Compliance)	5/18/2023	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - Aug 23, 2024 (Netsuite Support Services)	8/23/2024	12/24/2024
Moss Adams LLP	Moss Adams LLP - SOW - May 23, 2024	5/23/2024	12/24/2024
Moss Adams LLP	Moss Adams LLP - Master Services Agreement - Dec 08, 2020 - Amendment - Feb 27, 2023	2/27/2023	12/24/2024
MuriGenics Inc.	MuriGenics Inc. - Master Services Agreement - Oct 31, 2016	10/31/2016	12/24/2024
MuriGenics Inc.	MuriGenics Inc. - SOW - Jan 06, 2020 (SOW #4) - Amendment - Apr 19, 2024	4/19/2024	12/24/2024
MuriGenics Inc.	MuriGenics Inc - SOW - June 28, 2022 (SOW #12))	6/28/2022	12/24/2024
MuriGenics Inc.	MuriGenics Inc - SOW - April 11, 2022 (SOW #11))	4/11/2022	12/24/2024
MuriGenics Inc.	MuriGenics Inc - SOW - October 28, 2021	10/28/2021	12/24/2024
MuriGenics Inc.	MuriGenics Inc. - Master Services Agreement - Oct 31, 2016 - Amendment - Oct 16, 2023	10/16/2023	12/24/2024
MuriGenics Inc.	Amendment - Jul 21, 2022	7/21/2022	12/24/2024
Nanolmaging Services, Inc.	Nanolmaging Services, Inc - CDA - July 25, 2022	7/25/2022	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Nasdaq Corporate Solutions, LLC	Nasdaq Corporate Solutions, LLC - Master Services Agreement - Oct 01, 2020	10/1/2020	12/24/2024
Nasdaq Corporate Solutions, LLC	Nasdaq Corporate Solutions, LLC - Master Services Agreement - Jul 31, 2018	7/31/2018	12/24/2024
Nasdaq Corporate Solutions, LLC	Nasdaq Corporate Solutions, LLC - Master Services Agreement - Jul 31, 2018	7/31/2018	12/24/2024
National Institute of Allergy and Infectious Diseases	National Institute of Allergy and Infectious Diseases - CDA - Jan 04, 2024	1/4/2024	12/24/2024
NCS Moving Services	NCS Moving Services - Master Services Agreement - Jun 02, 2023 (MSA for moving services.)	6/2/2023	12/24/2024
Nehal Mehta	Nehal Mehta - CDA - Apr 29, 2021	4/29/2021	12/24/2024
New England Biolabs, Inc.	New England Biolabs, Inc. - CDA - Nov 13, 2023	11/13/2023	12/24/2024
New Enterprise Associates, Inc.	New Enterprise Associates, Inc. - CDA - Sep 17, 2024	9/17/2024	12/24/2024
Nexelis Laboratories Canada Inc.	Nexelis Laboratories Canada Inc - Master Services Agreement - November 22, 2021	11/22/2021	12/24/2024
Nordic Biosciences A_S	Nordic Biosciences A_S - Master Services Agreement - March 08, 2022	3/8/2022	12/24/2024
Novartis Pharma AG	Novartis Pharma AG - CDA - January 27, 2022	1/27/2022	12/24/2024
Nutcracker Therapeutics, Inc.	Nutcracker Therapeutics, Inc. - Materials Transfer Agreement - May 17, 2024	5/17/2024	12/24/2024
Nutcracker Therapeutics, Inc.	Nutcracker Therapeutics, Inc. - CDA - Mar 06, 2024	3/6/2024	12/24/2024
Nwamu, P.C	Nwamu, P.C - Other - Jul 22, 2020	7/22/2020	12/24/2024
Occupational Services, Inc.	Occupational Services, Inc. - Master Services Agreement - Aug 01, 2023 (EHS Consulting Services MSA)	8/1/2023	12/24/2024
Occupational Services, Inc.	Occupational Services, Inc. - SOW - Aug 01, 2024 (2024 Services)	8/1/2024	12/24/2024
Okta Inc.	Okta Inc. - Master Services Agreement - Jul 16, 2019	7/16/2019	12/24/2024
Okta Inc.	Okta Inc. - License Agreement - Apr 16, 2024 (2024-2025)	4/16/2024	12/24/2024
OneTrust, LLC	OneTrust, LLC - License Agreement - Feb 14, 2024	2/14/2024	12/24/2024
OneTrust, LLC	OneTrust, LLC - CDA - Jan 28, 2020	1/28/2020	12/24/2024
OnQ Research	OnQ Research - SOW - October 05, 2021	10/5/2021	12/24/2024
OnQ Research	OnQ Research - SOW - October 05, 2021	8/23/2021	12/24/2024
OnQ Research	OnQ Research - SOW - October 05, 2021 - Amendment - Feb 01, 2024	2/1/2024	12/24/2024
OnQ Research	OnQ Research - SOW - October 05, 2021 - Amendment - Feb 06, 2023	2/6/2023	12/24/2024
OnQ Research	Amendment - Oct 21, 2022	10/21/2022	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
OnQ Research	AmendmentApr 28, 2022	4/28/2022	12/24/2024
OnQ Research	Amendment - Mar 22, 2022	3/22/2022	12/24/2024
Options Travel Services Inc.	Options Travel Services Inc. - Services Agreement (One-time use)	1/0/1900	12/24/2024
P. Stevens Associates, Inc.	P. Stevens Associates, Inc. - Services Agreement (One-time use) - Oct 03, 2024	10/3/2024	12/24/2024
P. Stevens Associates, Inc.	P. Stevens Associates, Inc. - CDA - Sep 12, 2024	9/12/2024	12/24/2024
Paltown Development Foundation (Colontown)	Paltown Development Foundation (Colontown) - Sponsorship Agreement - Jul 29, 2024	7/29/2024	12/24/2024
Parker Institute for Cancer Immunotherapy	Parker Institute for Cancer Immunotherapy - CDA - Apr 29, 2024	4/29/2024	12/24/2024
Parth Shah	Parth Shah - CDA - Mar 11, 2021	3/11/2021	12/24/2024
Paving HR, LLC	Paving HR, LLC - Master Services Agreement - Sep 13, 2023	9/13/2023	12/24/2024
Peak Scientific	Peak Scientific - Services Agreement (One-time use) - Aug 22, 2024	8/22/2024	12/24/2024
Peak Scientific	Peak Scientific - Services Agreement (One-time use) - Aug 20, 2024	8/20/2024	12/24/2024
Peak Scientific	Peak Scientific - Services Agreement (One-time use) - Aug 18, 2024	8/18/2024	12/24/2024
Personalis, Inc.	Personalis, Inc - Master Services Agreement - August 29, 2022	8/29/2022	12/24/2024
Personalis, Inc.	Personalis Inc - SOW - December 01, 2022	12/1/2022	12/24/2024
Personalis, Inc.	Personalis, Inc. - CDA - Jul 29, 2024	7/29/2024	12/24/2024
Pfanstiehl, Inc.	Pfanstiehl, Inc. - CDA - Oct 16, 2023	10/16/2023	12/24/2024
PGandE	PGandE - Other - August 02, 2022 (Gas and Electric Extension Agreement))	8/2/2022	12/24/2024
Pharmalogics Recruiting LLC	Pharmalogics Recruiting LLC - Master Services Agreement - Feb 29, 2024	2/29/2024	12/24/2024
Pharmalogics Recruiting LLC	Pharmalogics Recruiting LLC - Recruiter – Contingency Fee - Jun 08, 2017	6/8/2017	12/24/2024
Pharmalogics Recruiting LLC	Pharmalogics Recruiting LLC - Recruiter – Contingency Fee - Nov 01, 2017	11/1/2017	12/24/2024
Pharmalogics Recruiting LLC	Pharmalogics Recruiting LLC - Recruiter – Contingency Fee - Jun 08, 2017 - Amendment - Jun 08, 2017	6/8/2017	12/24/2024
PharmEng Technology, Inc.	PharmEng Technology Inc - Master Services Agreement - November 08, 2021	11/8/2021	12/24/2024
PK4 LABORATORIES, INC	PK4 LABORATORIES, INC - Master Services Agreement - Jul 21, 2023	7/21/2023	12/24/2024