

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.: 313

**ORDER (A) AUTHORIZING THE AMENDED EIGHTH 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 Eighth 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.

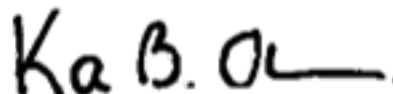
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement 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
PPH Global Services, LLC	PPH Global Services, LLC - Services Agreement (One-time use) - Oct 17, 2023	10/17/2023	12/24/2024
Practising Law Institute	Practising Law Institute - License Agreement - Oct 25, 2022	10/25/2022	12/24/2024
Practising Law Institute	Practising Law Institute - License Agreement - Oct 25, 2022 - Amendment - Oct 24, 2023	10/24/2023	12/24/2024
Pre-Paid Legal Services, Inc. d_b_a Legal Shield	Pre-Paid Legal Services, Inc. d_b_a Legal Shield - Other - July 01, 2022	7/1/2022	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Master Services Agreement - June 13, 2022 (Master Services and Pr)	6/13/2022	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - SOW - March 21, 2023 (RQ-122298 Boston AV Impl.)	3/21/2023	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - SOW - December 02, 2022 (Xrail and T&M)	12/2/2022	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - License Agreement - Sep 14, 2024 (Veeam Data Platform)	9/14/2024	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - License Agreement - May 25, 2024	5/25/2024	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - License Agreement - Aug 30, 2024 (Automax)	8/30/2024	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - License Agreement - March 27, 2023 (OKS AV BOM))	3/27/2023	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - License Agreement - September 16, 2022 (VxRail Meraki Core VMware)	9/16/2022	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - Jul 27, 2024 (SMARTnet)	7/27/2024	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - January 01, 2023 (Order Form (Shure Equipment for OKS)))	1/1/2023	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - October 21, 2022 (Purchase Order - RR AV Proj))	10/21/2022	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Palo Alto PA460)))	1/1/2023	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Synology)))	1/1/2023	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (VxRail-Boston)))	1/1/2023	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - January 01, 2023 (Purchase Order (Meraki MR56)))	1/1/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - September 16, 2022 (Purchase Order - Creston Equipment))	9/16/2022	12/24/2024
Presidio Networked Solutions LLC	Presidio Networked Solutions LLC - Other - February 28, 2022 (Cloud Services Resale Agreement))	2/28/2022	12/24/2024
ProPharma Group	ProPharma Group - SOW - Aug 12, 2024 (GO-010 PA & Slate IB)	8/12/2024	12/24/2024
ProPharma Group	ProPharma Group - SOW - Dec 12, 2023 (GO-012)	12/12/2023	12/24/2024
ProPharma Group	ProPharma Group - SOW - Dec 19, 2023 (GO-009)	12/19/2023	12/24/2024
ProPharma Group	ProPharma Group - SOW - July 27, 2022 (SOW #2))	7/27/2022	12/24/2024
ProPharma Group	ProPharma Group - SOW - Apr 15, 2024 (GO-015 QC & ePub)	4/15/2024	12/24/2024
ProPharma Group	ProPharma Group - SOW - Feb 12, 2024 (2024 Q1 GCP Audits)	2/12/2024	12/24/2024
ProPharma Group Holdings, LLC	ProPharma Group Holdings, LLC - SOW - Jul 10, 2024 (Conducting supplier audits.)	7/10/2024	12/24/2024
ProPharma Group Holdings, LLC	ProPharma Group Holdings, LLC - SOW - Jul 17, 2024 (Medical Writing/CT.gov publishing)	7/17/2024	12/24/2024
ProPharma Group Holdings, LLC	ProPharma Group Holdings, LLC - SOW - Aug 08, 2023	8/8/2023	12/24/2024
ProPharma Group Holdings, LLC	ProPharma Group Holdings, LLC - SOW - Jun 20, 2023 (GO-010 GCP Audits)	6/20/2023	12/24/2024
ProPharma Group Holdings, LLC	ProPharma Group Holdings, LLC - SOW - Jul 27, 2023 (GO-015 GCP Audits)	7/27/2023	12/24/2024
Protein Metrics Inc.	Protein Medrics Inc. - CDA - Oct 19, 2022	10/1/2019	12/24/2024
Protein Metrics Inc.	Protein Medrics Inc. - CDA - Oct 19, 2022	10/1/2019	12/24/2024
PunchOut2Go, LLC	PunchOut2Go, LLC - Master Services Agreement - Oct 10, 2019	10/10/2019	12/24/2024
PunchOut2Go, LLC	PunchOut2Go, LLC - CDA - Aug 08, 2019	8/8/2019	12/24/2024
Puretec Industrial Water	Puretec Industrial Water - Other - June 10, 2021 (MSA and SOW)) - Amendment - Jun 10, 2024	6/10/2024	12/24/2024
QCCA Network, LLC	QCCA Network LLC - CTA - April 28, 2022 (GO-010)) - Amendment - Jun 08, 2022	6/8/2022	12/24/2024
QCCA Network, LLC	QCCA Network LLC - CTA - April 28, 2022 (GO-010))	4/28/2022	12/24/2024
QIAGEN Sciences LLC	QIAGEN Sciences LLC - Services Agreement (One-time use) - Jun 27, 2024 (2024 QIAcube Connect)	6/27/2024	12/24/2024
Quest Diagnostics Incorporated	Quest Diagnostics Incorporated - CDA - Dec 13, 2023	12/13/2023	12/24/2024
Raymond Luguayu	Raymond Luguayu - CDA - Jun 21, 2024	6/21/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Rees Scientific Corporation	Rees Scientific Corporation - Master Services Agreement - Sep 14, 2019	9/14/2019	12/24/2024
Rees Scientific Corporation	Rees Scientific Corporation - Master Services Agreement - Sep 25, 2017	9/25/2017	12/24/2024
Rees Scientific Corporation	Rees Scientific Corporation - SOW - Oct 02, 2023 (Maintenance and testing, electricity)	10/2/2023	12/24/2024
Rees Scientific Corporation	Rees Scientific Corporation - Services Agreement (One-time use) - Aug 19, 2024	8/19/2024	12/24/2024
Rees Scientific Corporation	Rees Scientific Corporation - Services Agreement (One-time use) - Nov 01, 2023	11/1/2023	12/24/2024
Regents of the University of California, Berkeley	Regents of the University of California, Berkeley - Other - Jun 15, 2023	6/15/2023	12/24/2024
Renee Moore	Renee Moore - CDA - Jan 02, 2024	1/2/2024	12/24/2024
Reprints Desk, Inc.	Reprints Desk, Inc. - Master Services Agreement - Sep 01, 2019	9/1/2019	12/24/2024
Reprints Desk, Inc.	Reprints Desk, Inc. - Master Services Agreement - Jul 01, 2016	7/1/2016	12/24/2024
Revolution Medicines	Revolution Medicines - CDA - March 07, 2023	3/7/2023	12/24/2024
RGP	RGP - Master Consulting Agreement - Mar 14, 2018 - Amendment - Nov 29, 2023	11/29/2023	12/24/2024
Rollins Road, LLC	Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease)	5/7/2019	12/24/2024
Rollins Road, LLC	Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - May 07, 2019	5/7/2019	12/24/2024
Rollins Road, LLC	Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - Mar 09, 2022	3/9/2022	12/24/2024
Rollins Road, LLC	Rollins Road, LLC - Other - May 07, 2019 (5934 Gibraltar Drive Lease) - Amendment - Jan 14, 2022	1/14/2022	12/24/2024
Rome Therapeutics, Inc.	Rome Therapeutics, Inc. - CDA - Nov 21, 2023	11/21/2023	12/24/2024
RTW Investments, LP	RTW Investments, LP - CDA - Sep 23, 2024	9/23/2024	12/24/2024
Rx-360 Consortium	Rx-360 Consortium - License Agreement - April 29, 2022	4/29/2022	12/24/2024
Samantha Smith	Samantha Smith - CDA - Jan 15, 2021	1/15/2021	12/24/2024
Samsara BioCapital, LLC	Samsara BioCapital, LLC - CDA - Sep 18, 2024	9/18/2024	12/24/2024
Sanguine	Sanguine - CDA - Jan 24, 2024	1/24/2024	12/24/2024
Sanguine	Sanguine - SOW - May 26, 2023 (PBMC GO-010)	5/26/2023	12/24/2024
Sanguine	Sanguine - Master Services Agreement - May 26, 2023	5/26/2023	12/24/2024
Sanofi	Sanofi - CDA - May 08, 2023 (Business Development Discussions)	5/8/2023	12/24/2024
Sanquin Reagents B.V.	Sanquin Reagents B.V. - Termination Letter - Jul 30, 2024	7/30/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Sartorius Stedim North America, Inc.	Sartorius Stedim North America, Inc. - CDA - Aug 21, 2021 - Amendment - Aug 21, 2021 - Amendment - Aug 21, 2021	8/21/2021	12/24/2024
Sartorius Stedim North America, Inc.	Sartorius Stedim North America Inc - CDA - August 12, 2021	8/12/2021	12/24/2024
SAS Institute Inc.	SAS Institute Inc. - Master Services Agreement - Mar 22, 2023	3/22/2023	12/24/2024
SAS Institute Inc.	SAS Institute Inc. - SOW - Mar 31, 2023	3/31/2023	12/24/2024
Say Technologies LLC	(Say Technologies LLC - Services Agreement (one-time use) - December 22, 2021	12/22/2021	12/24/2024
Sentrol	Sentrol - Services Agreement (One-time use) - Mar 20, 2024 (Calibration of RKI gas sensors)	3/20/2024	12/24/2024
Sequent, Inc.	Sequent, Inc - Master Services Agreement - September 19, 2022	9/19/2022	12/24/2024
SFJ Pharmaceuticals, Inc.	SFJ Pharmaceuticals, Inc. - CDA - Jun 17, 2024	6/17/2024	12/24/2024
Shanghai Henlius Biotech, Inc.	Shanghai Henlius Biotech, Inc. - CDA - Sep 24, 2024	9/24/2024	12/24/2024
Sigmovir Biosystems Inc	Sigmovir Biosystems Inc - Services Agreement (One-time use) - Nov 14, 2023 (multi-resp animal study)	11/14/2023	12/24/2024
Silicon Valley Bank	Silicon Valley Bank - Other - July 12, 2022 (Online Banking Enrollment Form))	7/12/2022	12/24/2024
Silicon Valley Bank	Silicon Valley Bank - Other - July 12, 2022 (Bank Depositor Agreement))	7/12/2022	12/24/2024
Snyk Inc.	Amendment - Sep 12, 2022	9/12/2022	12/24/2024