

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.: 314

**ORDER AUTHORIZING THE AMENDED NINTH 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 Ninth 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.

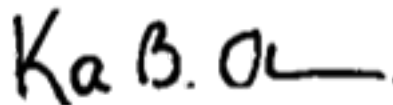
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement 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
Snyk Inc.	Snyk Inc. - Services Agreement (One-time use) - Oct 03, 2024	10/3/2024	12/24/2024
Solium Plan Managers LLC	Solium Plan Managers LLC - Master Services Agreement - Mar 28, 2018	3/28/2018	12/24/2024
Solium Plan Managers LLC	Solium Plan Managers LLC - SOW - Dec 14, 2023	12/14/2023	12/24/2024
Solium Plan Managers LLC	Solium Plan Managers LLC - Other - Mar 26, 2019	3/26/2019	12/24/2024
Sony Biotechnology, Inc.	Sony Biotechnology, Inc. - Services Agreement (One-time use) - Apr 24, 2024	4/24/2024	12/24/2024
Sony Biotechnology, Inc.	Sony Biotechnology, Inc. - Services Agreement (One-time use) - Nov 10, 2023	11/10/2023	12/24/2024
Sony Biotechnology, Inc.	Sony Biotechnology, Inc. - Master Services Agreement - Nov 29, 2019	11/29/2019	12/24/2024
ST Pharm Co. Ltd	ST Pharm Co. Ltd - CDA - Nov 21, 2023	11/21/2023	12/24/2024
Stanford Blood Center, LLC	Stanford Blood Center - Other - November 29, 2022 (Services Related to Blood Components))	11/29/2022	12/24/2024
Statistical Designs	Statistical Designs - SOW - Oct 06, 2023	10/6/2023	12/24/2024
Statistical Designs	Statistical Designs - Master Consulting Agreement - Sep 05, 2023	9/5/2023	12/24/2024
Stegmann Systems	Stegmann Systems - Other - Jul 01, 2024 (Software Maintenance)	7/1/2024	12/24/2024
Sue Evans	Sue Evans - Consulting Agreement (One-time use) - Jul 29, 2024 (Regulatory Consulting)	7/29/2024	12/24/2024
Sue Evans, MBA, RAC	Sue Evans, MBA, RAC - CDA - Jul 09, 2024	7/9/2024	12/24/2024
Suvretta Capital Management, LLC	Suvretta Capital Management, LLC - CDA - Sep 20, 2024	9/20/2024	12/24/2024
Sware, Inc	Sware, Inc - SOW - Jul 01, 2024	7/1/2024	12/24/2024
Sware, Inc	Sware, Inc - SOW - Mar 18, 2024	3/18/2024	12/24/2024
Sware, Inc	Sware, Inc - SOW - Mar 01, 2024	3/1/2024	12/24/2024
Synchrogenix Information Strategies, LLC	Synchrogenix Information Strategies, LLC - Master Services Agreement - May 28, 2020	5/28/2020	12/24/2024
Synchrogenix Information Strategies, LLC	Synchrogenix Information Strategies, LLC - SOW - May 09, 2019	5/9/2019	12/24/2024
Synchrogenix Information Strategies, LLC	Synchrogenix Information Strategies, LLC - SOW - May 02, 2019	5/2/2019	12/24/2024
Synchrogenix Information Strategies, LLC	Synchrogenix Information Strategies, LLC - SOW - Feb 14, 2018	2/14/2018	12/24/2024
Synchrogenix Information Strategies, LLC	Synchrogenix Information Strategies, LLC - SOW - May 09, 2019 - Amendment - Dec 11, 2020	12/11/2020	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Synchrogenix Information Strategies, LLC	Synchrogenix Information Strategies, LLC - License Agreement - Feb 14, 2018	2/14/2018	12/24/2024
Synexus Clinical Research Limited	Synexus Clinical Research Limited - Master Services Agreement - September 26, 2022	9/26/2022	12/24/2024
Synterex, Inc.	Synterex Inc - Master Services Agreement - August 01, 2022	8/1/2022	12/24/2024
TechData Service Company LLC	TechData Service Company LLC - Master Services Agreement - Sep 14, 2022	9/14/2022	12/24/2024
TechData Service Company LLC	TechData Service Company LLC - CDA - August 26, 2022	8/26/2022	12/24/2024
Teknova Inc.	Teknova Inc. - Quality Agreement - Dec 18, 2023	12/18/2023	12/24/2024
Teknova Inc.	Teknova Inc. - CDA - Jun 27, 2023	6/27/2023	12/24/2024
The Cleveland Clinic Foundation	The Cleveland Clinic Foundation - Materials Transfer Agreement - Dec 15, 2023	12/15/2023	12/24/2024
The Cleveland Clinic Foundation	The Cleveland Clinic Foundation - CDA - March 03, 2023	3/3/2023	12/24/2024
The Jackson Laboratory	The Jackson Laboratory - License Agreement - April 05, 2023	4/5/2023	12/24/2024
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA	THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA - Master Services Agreement - Oct 23, 2019 - Amendment - Aug 13, 2023	8/13/2023	12/24/2024
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA	THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA - SOW - Aug 08, 2023 (GO-010)	8/8/2023	12/24/2024
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA	THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA - CDA - Jul 13, 2023 (GO-014)	7/13/2023	12/24/2024
The University of Maryland, Baltimore	The University of Maryland, Baltimore - CDA - Nov 09, 2023 (GO-015)	11/9/2023	12/24/2024
The University of Texas Health Science Center at Houston	The University of Texas Health Science Center at Houston - CDA - Jun 07, 2023 (GO-014)	6/7/2023	12/24/2024
The Yamartino Group LLC	The Yamartino Group LLC - SOW - Jul 12, 2024	7/12/2024	12/24/2024
Therma Corporation	Therma Corporation - SOW - Jul 23, 2024	7/23/2024	12/24/2024
Therma Corporation	Therma Corporation - Master Services Agreement - Jul 23, 2024	7/23/2024	12/24/2024
Thermo Electron NA	Thermo Electron NA - Master Services Agreement - Mar 18, 2018	3/18/2018	12/24/2024
Thermo Electron NA	Thermo Electron NA - Services Agreement (One-time use) - Mar 30, 2024	3/30/2024	12/24/2024
Thermo Electron North America LLC	Thermo Electron North America LLC - Services Agreement (One-time use) - May 24, 2024 (Maintenance contract for Thermo equipment)	5/24/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Thermo Electron North America LLC	Thermo Electron North America LLC - Services Agreement (One-time use) - Oct 17, 2024	10/17/2024	12/24/2024
Thermo Electron North America LLC	Thermo Electron North America LLC - Services Agreement (One-time use) - Dec 21, 2023	12/21/2023	12/24/2024
Thermo Electron North America LLC	Thermo Electron North America LLC - Other - Mar 26, 2020	3/26/2020	12/24/2024
Thermo Fisher PSG Corporation	Thermo Fisher PSG Corporation - Services Agreement (one-time use) - April 15, 2022	4/15/2022	12/24/2024
Thermo Fisher PSG Corporation	Thermo Fisher PSG Corporation - Quality Agreement - Oct 17, 2022	10/17/2022	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc. - Services Agreement (One-time use) - Aug 01, 2023	8/1/2023	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc. - Other - Sep 07, 2023 (NHP)	9/7/2023	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc - Quality Agreement - October 17, 2022	10/17/2022	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc. - Services Agreement (One-time use) - Sep 20, 2023	9/20/2023	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc. - Other - Sep 07, 2023 (GO-015)	9/7/2023	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc. - Other - Sep 14, 2023	9/14/2023	12/24/2024
Thermo Fisher Scientific Inc.	Thermo Fisher Scientific Inc. - CDA - Jun 15, 2023	6/15/2023	12/24/2024
Thermo Fisher Scientific LLC	Thermo Fisher Scientific LLC - Services Agreement (One-time use) - Jun 27, 2023 (Service Equipment)	6/27/2023	12/24/2024
Thermo Fisher Scientific LLC	Thermo Fisher Scientific LLC - Other - Sep 07, 2023	9/7/2023	12/24/2024
Thomas A. Little Consulting and BioAssay Sciences	Thomas A. Little Consulting and BioAssay Sciences - Consulting Agreement (One-time use) - Jan 10, 2024 (Consulting)	1/10/2024	12/24/2024
Thomson Instrument Company	Thomson Instrument Company - CDA - May 28, 2024	5/28/2024	12/24/2024
Thomson Reuters	Thomson Reuters - License Agreement - Jan 30, 2024	1/30/2024	12/24/2024
Timothy Chan	Timothy Chan - Consulting Agreement (One-time use) - Jun 01, 2024	6/1/2024	12/24/2024
Titanium Strategic Legal Solutions PC	Titanium Strategic Legal Solutions PC - Consulting Agreement (One-time use) - Mar 22, 2022 - Amendment - Feb 01, 2024	2/1/2024	12/24/2024
Titanium Strategic Legal Solutions PC	Titanium Strategic Legal Solutions PC - Consulting Agreement (One-time use) - Mar 22, 2022 - Amendment - Dec 31, 2022	12/31/2022	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Titanium Strategic Legal Solutions PC	Titanium Strategic Legal Solutions PC - Consulting Agreement (One-time use) - Mar 22, 2022	3/22/2022	12/24/2024
Tobin Scientific	Tobin Scientific - Services Agreement (One-time use) - Oct 22, 2024 (EMY to PLN Move)	10/22/2024	12/24/2024
Tobin Scientific	Tobin Scientific - Services Agreement (One-time use) - Oct 22, 2024 (Boston Move)	10/22/2024	12/24/2024
TradeCentric	TradeCentric - License Agreement - October 26, 2022 (Enterprise Access to PGC PunchOut Solution))	10/26/2022	12/24/2024
Trescal, Inc.	Trescal, Inc - Other - January 01, 2022	1/1/2022	12/24/2024
TriMetis Life Sciences, LLC	TriMetis Life Sciences - Master Services Agreement - May 12, 2021	5/12/2021	12/24/2024
TriMetis Life Sciences, LLC	TriMetis Life Sciences - SOW - September 15, 2021	9/15/2021	12/24/2024
Triumvirate Environmental	Triumvirate Environmental - SOW - Nov 27, 2023 (Wastewater sampling required per wastewater permit)	11/27/2023	12/24/2024
Triumvirate Environmental	Triumvirate Environmental - SOW - Jan 01, 2024 (Waste Management 2024)	1/1/2024	12/24/2024
TruLab, Inc.	TruLab - Master Services Agreement - January 03, 2022	1/3/2022	12/24/2024
TruLab, Inc.	TruLab - SOW - March 07, 2022	3/7/2022	12/24/2024