

**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.: 306**

**ORDER (A) AUTHORIZING THE AMENDED FIRST 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 First 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.

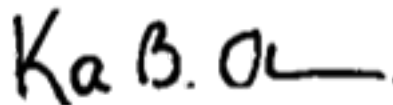
7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim on any grounds; (c) a promise or requirement 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 21st, 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
1AB Media, Inc.	1AB Media, Inc. - Master Services Agreement - Jan 01, 2021	1/1/2021	12/24/2024
1AB Media, Inc.	1AB Media, Inc. - Master Services Agreement - Apr 11, 2017	4/11/2017	12/24/2024
1AB Media, Inc.	1AB Media, Inc. - SOW - Jan 01, 2024 (SOW #4)	1/1/2024	12/24/2024
3 Bridge Networks LLC	3 Bridge Networks LLC - SOW - Mar 01, 2024	3/1/2024	12/24/2024
3 Bridge Networks LLC	3 Bridge Networks LLC - Master Services Agreement - Feb 27, 2024	2/27/2024	12/24/2024
4BASEBIO	4BASEBIO - CDA - Aug 08, 2024 (To understand the synthetic plasmid DNA mfg capabilities)	8/8/2024	12/24/2024
AbbVie Inc.	AbbVie Inc. - CDA - Jan 02, 2024 (Business Development)	1/2/2024	12/24/2024
Abingworth LLP	Abingworth LLP - CDA - Sep 17, 2024	9/17/2024	12/24/2024
Absolute Antibody Limited	Absolute Antibody Limited - Other - Jun 07, 2019	6/7/2019	12/24/2024
Abzena (Cambridge) Limited	Abzena (Cambridge) Limited - Master Services Agreement - June 27, 2022	6/27/2022	12/24/2024
Accretive Solutions	Accretive Solutions - Master Consulting Agreement - Oct 11, 2017	10/11/2017	12/24/2024
Achilles Therapeutics plc	Achilles Therapeutics plc - CDA - Sep 06, 2024	9/6/2024	12/24/2024
Acilon Consulting LLC	Acilon Consulting LLC - Master Services Agreement - Jun 10, 2024	6/10/2024	12/24/2024
Acilon Consulting LLC	Acilon Consulting LLC - SOW - Jun 11, 2024	6/11/2024	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - Master Services Agreement - Apr 13, 2021	4/13/2021	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - Master Services Agreement - Sep 22, 2020	9/22/2020	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - Master Services Agreement - Mar 05, 2020	3/5/2020	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - SOW - April 12, 2022 (WO GO-009 AMND #2))	4/12/2022	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - SOW - March 31, 2022 (GO-009))	3/31/2022	12/24/2024
Adaptive Biotechnologies Corporation	Adaptive Biotechnologies Corporation - SOW - February 23, 2022 (GO-009))	2/23/2022	12/24/2024
Adaptive Biotechnologies Corporation	Amendment - Nov 16, 2022	11/16/2022	12/24/2024
Adaptive Biotechnologies Corporation	Amendment - Mar 23, 2022	3/23/2022	12/24/2024
Adaptive Biotechnologies Corporation	Amendment - Feb 23, 2022	2/23/2022	12/24/2024
Advanced Cell Diagnostics, Inc	Advanced Cell Diagnostics, Inc - Master Services Agreement - Aug 02, 2023	8/2/2023	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Advanced Clinical LLC	Advanced Clinical LLC - Staffing Supplier Agreement - June 09, 2022	6/9/2022	12/24/2024
Advanced Clinical LLC	Advanced Clinical LLC - Recruiter – Contingency Fee - Apr 01, 2016	4/1/2016	12/24/2024
Advanced Imaging Devices GmbH	Advanced Imaging Devices GmbH - Other - Oct 18, 2023	10/18/2023	12/24/2024
Advarra, Inc.	Advarra, Inc. - Other - Mar 18, 2021	3/18/2021	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Oct 01, 2024	10/1/2024	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Jun 01, 2024	6/1/2024	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Jan 20, 2024	1/20/2024	12/24/2024
Agilent Technologies	Agilent Technologies - Services Agreement (One-time use) - Sep 22, 2023	9/22/2023	12/24/2024
Agilent Technologies	Agilent Technologies - Other - Oct 01, 2018	10/1/2018	12/24/2024
Agilent Technologies	Agilent Technologies - CDA - Aug 14, 2019	8/14/2019	12/24/2024
Agiloft, Inc.	Agiloft, Inc - Master Services Agreement - September 01, 2022	9/1/2022	12/24/2024
Air Energy Group, LLC	Air Energy Group, LLC - Master Services Agreement - Dec 08, 2023 (MSA)	12/8/2023	12/24/2024
Air Energy Group, LLC	Air Energy Group, LLC - SOW - Mar 30, 2024 (Maintenance of vacuum skid for 660 Beacon)	3/30/2024	12/24/2024
Alan Fix	Alan Fix - CDA - Dec 14, 2023	12/14/2023	12/24/2024
Aldevron, LLC	Aldevron, LLC - CDA - December 17, 2021	12/17/2021	12/24/2024
Alessandro Sette	Alessandro Sette - Consulting Agreement (One-time use) - Jun 01, 2024	6/1/2024	12/24/2024
Alexander Boucher	Alexander Boucher - CDA - Feb 16, 2021	2/16/2021	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc. - Services Agreement (One-time use) - Jul 01, 2024	7/1/2024	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc. - Services Agreement (One-time use) - Sep 01, 2023	9/1/2023	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services - Consulting Agreement (one-time use) - October 21, 2021)	10/21/2021	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc - Other - January 01, 2023	1/1/2023	12/24/2024
Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc - Other - May 17, 2022 (Business Associate Agreement))	5/17/2022	12/24/2024
Allucent (US), LLC	Cato Research - SOW - October 01, 2021 (#4)) - CNF - Mar 11, 2024	3/11/2024	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
Allucent (US), LLC	Cato Research - SOW - October 01, 2021 (#4)) - CNF - Nov 27, 2023	11/27/2023	12/24/2024
Allucent (US), LLC	Cato Research - SOW - October 01, 2021 (#4)) - Amendment - Apr 29, 2024	4/29/2024	12/24/2024
American Express Travel and Related Services Company, Inc.	American Express Travel and Related Services Company, Inc. - CDA - Jan 14, 2020	1/14/2020	12/24/2024
American Stock Transfer & Trust Company, LLC/Equiniti	American Stock Transfer & Trust Company, LLC - CDA - Aug 31, 2018	8/31/2018	12/24/2024
American Type Culture Collection	American Type Culture Collection - Materials Transfer Agreement - Jul 27, 2023	7/27/2023	12/24/2024
Analytical Technologies Group, LLC	Analytical Technologies Group, LLC - SOW - Apr 05, 2024	4/5/2024	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc. - Master Services Agreement - Jun 01, 2024	6/1/2024	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc - SOW - February 28, 2022	2/28/2022	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc - Services Agreement (one-time use) - February 24, 2023 (SER and SOW (Rewards Sol))	2/24/2023	12/24/2024
Aon Consulting Inc.	Aon Consulting Inc - Services Agreement (one-time use) - February 28, 2022	2/28/2022	12/24/2024
Aon Radford	Aon Radford - SOW - Apr 30, 2024	4/30/2024	12/24/2024
Aon Radford	Aon Radford - Services Agreement (One-time use) - Jun 22, 2020	6/22/2020	12/24/2024
Apex Life Sciences LLC	Apex Life Sciences LLC - Recruiter – Contingency Fee - Nov 13, 2018	11/13/2018	12/24/2024
Apriori Bio, Inc.	Apriori Bio, Inc. - CDA - Oct 15, 2024	10/15/2024	12/24/2024
ArcherDX Inc.	ArcherDX Inc. - Master Services Agreement - Sep 23, 2019	9/23/2019	12/24/2024
Arcturus Therapeutics Inc.	Arcturus Therapeutics Inc. - CDA - Sep 23, 2024	9/23/2024	12/24/2024
Arnold & Porter Kaye Scholer LLP	Arnold & Porter Kaye Scholer LLP - Master Services Agreement - May 08, 2020	5/8/2020	12/24/2024
ARUP Laboratories, Inc.	ARUP Laboratories, Inc - Services Agreement (one-time use) - July 01, 2021	7/1/2021	12/24/2024
Aspire Bio Consulting	Aspire Bio Consulting - CDA - Jan 09, 2024	1/9/2024	12/24/2024
Aspire Tek Corporation	Aspire Tek Corporation - Master Consulting Agreement (non-HCP) - August 25, 2022	8/25/2022	12/24/2024
AspireBio Consulting	AspireBio Consulting - Consulting Agreement (One-time use) - Jun 06, 2024	6/6/2024	12/24/2024
Associated Services Company	Associated Services Company - Services Agreement (one-time use) - September 17, 2021 (1 DeJong Duke )	9/17/2021	12/24/2024
AstraZeneca Pharmaceuticals LP	AstraZeneca Pharmaceuticals LP - CDA - September 20, 2022	9/20/2022	12/24/2024

Counterparty	Contract/Lease Description	Date of Agreement	Effective Date
AstraZeneca UK Limited	AstraZeneca UK Limited - CDA - Jul 25, 2022 - Amendment - Jul 25, 2022	7/25/2022	12/24/2024
AstraZeneca UK Limited	AstraZeneca UK Limited - CDA - Jul 06, 2022	7/6/2022	12/24/2024
AstraZeneca UK Limited	AstraZeneca UK Limited - CDA - Jul 25, 2022	7/25/2022	12/24/2024
AT&T Corp	AT&T Corp - License Agreement - October 11, 2022 (Extra Lines))	10/11/2022	12/24/2024
AT&T Corp	AT&T Corp - Other - September 19, 2022 (LOA))	9/19/2022	12/24/2024
ATG Service	ATG Service - Services Agreement (One-time use) - Sep 01, 2024	9/1/2024	12/24/2024
ATG Service	ATG Service - Services Agreement (One-time use) - Jul 03, 2024	7/3/2024	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - March 30, 2023	3/30/2023	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - March 30, 2023	3/30/2023	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - Apr 05, 2024 (Maintenance and repairs to the vacuum system in Emeryville)	4/5/2024	12/24/2024
Atlas Copco Compressors LLC	Atlas Copco Compressors LLC - SOW - Feb 09, 2024 (Maintenance and repairs to utility systems in Pleasanton)	2/9/2024	12/24/2024