

**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 Nos. 307, 493, 522, 544

**CERTIFICATION OF COUNSEL REGARDING
ORDER APPROVING STIPULATION BETWEEN THE DEBTOR,
SEATTLE PROJECT CORP., AND CERTARA USA, INC.**

The undersigned hereby certifies that:

1. The debtor and debtor in possession of the above-captioned case, Gritstone bio, Inc. (the “Debtor” or “Gritstone”), Seattle Projects Corp. (“SPC”) and Certara USA, Inc. (“Certara” and together with the Debtor and SPC, the “Parties”), have entered into that certain *Stipulation Among the Debtor, Seattle Project Corp., and Certara USA, Inc. Regarding Assumption and Assignment of Certain Contracts with Certara USA, Inc.* (the “Stipulation”).
2. The Parties negotiated the Stipulation in good faith and at arms’ length.
3. The undersigned further certifies that attached hereto as **Exhibit A** is an order (the “Order”) approving the Stipulation, which is attached as Exhibit 1 to the Order.
4. The Debtor respectfully requests entry of the Order authorizing the Stipulation.

¹ The Reorganized Debtor’s mailing address is 970 W Broadway Suite E #464, Jackson, WY, 83001, and the last four digits of the Debtor’s federal tax identification number is 9534.



Dated: April 16, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/James E. O'Neill

Debra I. Grassgreen, (admitted *pro hac vice*)

John W. Lucas, (admitted *pro hac vice*)

Malhar S. Pagay, (admitted *pro hac vice*)

James E. O'Neill (DE Bar No. 4042)

919 North Market Street, 17th Floor

P.O. Box 8750

Wilmington, Delaware 19899-8705

Tel: 302-652-4100

Fax: 302-652-4400

Email: dgrassgreen@pszjlaw.com

jlucas@pszjlaw.com

mpagay@pszjlaw.com

joneill@pszjlaw.com

Counsel to the Debtor and Debtor in Possession

EXHIBIT A

(Proposed Order)

**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.

**ORDER APPROVING STIPULATION AMONG THE DEBTOR,
SEATTLE PROJECT CORP., AND CERTARA USA, INC. REGARDING ASSUMPTION
AND ASSIGNMENT OF CERTAIN CONTRACTS WITH CERTARA USA, INC.**

Upon the *Certification of Counsel Regarding Order Approving Stipulation Between the Debtor, Seattle Project Corp., and Certara USA, Inc.* (the “Certification of Counsel”), and *Stipulation Among the Debtor, Seattle Project Corp., and Certara USA, Inc. Regarding Assumption and Assignment of Certain Contracts with Certara USA, Inc* (the “Stipulation”), attached hereto as **Exhibit 1**, by and among Gritstone bio, Inc., debtor and debtor in possession (the “Debtor”), Seattle Projects Corp. (“SPC”), and Certara USA, Inc. (“Certara” and, together with the Debtor and SPC, the “Parties”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that venue of this proceeding and the Stipulation in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Stipulation; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**

1. The Stipulation is approved.
2. The Parties are authorized to enter into, perform and consummate the transactions set forth in and contemplated under the Stipulation.

¹ The Reorganized Debtor’s mailing address is 970 W Broadway Suite E #464, Jackson, WY, 83001, and the last four digits of the Debtor’s federal tax identification number is 9534.

3. The rights and relief accorded to Certara and further payments of claims and obligations as set forth in the Stipulation are hereby authorized and approved.

4. This Court shall retain jurisdiction to resolve any and all disputes arising from or related to the Stipulation or this Order.

5. The Stipulation shall become effective immediately upon entry of this Order.

EXHIBIT 1

(Stipulation)

**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)

**STIPULATION AMONG THE DEBTOR, SEATTLE PROJECT CORP.,
AND CERTARA USA, INC. REGARDING ASSUMPTION AND
ASSIGNMENT OF CERTAIN CONTRACTS WITH CERTARA USA, INC.**

Gritstone bio, Inc., debtor and debtor in possession (the "Debtor"), Seattle Project Corp. ("SPC"), and Certara USA Inc., ("Certara" and, together with the Debtor and SPC, the "Parties"), hereby stipulate and agree (this "Stipulation") as follows:

RECITALS

WHEREAS, on October 10, 2024 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and continues to manage its business and assets as debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, prior to the Petition Date, Certara and the Debtor entered into a Master Service Agreement ("MSA") dated March 17, 2022, pursuant to which Certara provides ongoing services to the Debtor under Statements of Work ("SOWs"), which include, without limitation: a Statement of Work dated March 4, 2024 ("March SOW"), Statement of Work dated September 28, 2023 ("September SOW"), and an Amendment to the September SOW dated November 17, 2023 (the "SOW Amendment", together with the March SOW, September SOW, and MSA,

¹ The Reorganized Debtor's mailing address is 970 W Broadway Suite E #464, Jackson, WY, 83001, and the last four digits of the Debtor's federal tax identification number is 9534.

collectively, the "Contract").² The Contract contains an Entire Agreement Clause which states as below:

This Agreement, including any Work Orders or exhibits hereunder, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, proposals, discussions, communications and terms and conditions between the Parties, whether oral or in writing, including but not limited to any and all terms contained within confidentiality and nondisclosure agreements, purchase orders, and other contracts including, but not limited to, any separate confidentiality, security or privacy requirements agreed to by the Parties unless explicitly referenced and agreed to by the Parties hereto.

See Master Service Agreement, Sec. 10.1.

WHEREAS, on January 8, 2025, Certara filed a Proof of Claim in the amount of \$46,126.55 (the "General Unsecured Claim") for the prepetition outstanding amount under the Contract. See POC No. 77. On February 12, 2025, Certara filed an administrative claim in the amount of \$4,365.60 for post-petition outstanding amounts as of that time under the Contract (the "Administrative Claim"). See POC No. 143.

WHEREAS, on November 14, 2024, the Debtor filed the *Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 186] for the potential assumption of the Contract (the "Assumption Notice");

WHEREAS, on December 23, 2024, the Court entered the *Order (A) Approving the Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts; and (C) Granting Related Relief* [Docket No. 293] (the "Sale Order"), which order approved the sale and "Asset Purchase Agreement" between the Debtor and SPC;

² The Contract is subject to confidentiality terms and contains commercially sensitive information, and is available for review upon request subject to confidentiality issues being appropriately addressed.

WHEREAS, on December 24, 2024, the Debtor filed the *Amended Second Omnibus Motion for the Entry of an Order (A) Authorizing Rejection of Executory Contracts Effective as of the Applicable Rejection Date; (B) Abandoning any Remaining Personal Property; and (C) Granting Related Relief* [Docket No. 307] (“Rejection Motion”) seeking to reject the Contract;

WHEREAS, on February 28, 2025, the Debtor filed the *First Notice of Satisfied Claims* [Dkt. No. 493] (the “Satisfied Claims Notice”) asserting that Certara's Administrative Claim in the amount of \$4,365.60 has been satisfied;

WHEREAS, on March 6, 2025, the Debtor filed the *Fourth Notice Of Designation Of Contracts For Assumption And Assignment Pursuant To Asset Purchase Agreement With Seattle Project Corp* [Dkt. No. 493] (the “Designation Notice”), which seeks to designate parts of the Contract to be assumed pursuant to the SPC APA;

WHEREAS, on March 20, 2025, the Court entered the *Order (A) Authorizing The Amended Second Omnibus Rejection Of Executory Contracts Effective As Of The Applicable Rejection Date; (B) Abandoning Personal Property; And (C) Granting Related Relief* (the “Rejection Order”) [Dkt. No. 546], which rejected two of the four Contract;

WHEREAS, on March 20, 2025, Certara filed *Limited Objection and Reservation of Rights of Certara USA, Inc. in Response to Debtor's (I) Fourth Notice of Designation of Contracts for Assumption and Assignment Pursuant to Asset Purchase Agreement with Seattle Project Corp.; and (II) First Notice of Satisfied Claims* [Dkt. No. 544] noting that the Contract shall be rejected or assumed as a whole; and

WHEREAS, the Parties agree this Stipulation is in the best interests of the Debtor and its estate and should be approved.

NOW, THEREFORE, subject to the approval of the Bankruptcy Court, the Parties hereby stipulate and agree as follows:

1. Notwithstanding the Rejection Order, the Contract shall be deemed assumed by the Debtor and assigned to SPC upon payment of the cure amount of \$46,126.55 (which shall constitute the entire amount of cure required to be paid under 11 U.S.C. §365(b)(1) in connection with the assumption and assignment of the Contract). Upon assignment of the Contract, the rights and obligations of the Parties shall be governed by the Sale Order.

2. The General Unsecured Claim, which is also the cure amount, shall be paid in cash in full within ten (10) business days after the Court's entry of an order approving this Stipulation.

3. Certara hereby acknowledges and agrees that the Debtor paid the Administrative Claim.

4. This Stipulation is entered into solely to reflect the agreement of the Parties with respect to the subject matter herein, and neither this Stipulation nor the fact of its execution will constitute any admission or acknowledgment on the part of any Party, except with respect to the subject matter of this Stipulation. Each Party is duly authorized and empowered to execute this Stipulation.

5. This Stipulation and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, successors, and assigns, including without limitation any Liquidating Trustee or a chapter 7 trustee appointed to administer the claims against the Debtor or its estate, as applicable.

6. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings, both written and oral, thereof.

7. The Parties agree that this Agreement is a compromise and settlement and shall not be construed as an admission of liability, wrongdoing or responsibility on the part of any Party.

8. This Stipulation may be executed by the Parties in separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Stipulation may be executed by exchange of facsimile or electronic signatures (in PDF or comparable format), which shall be deemed original signatures.

9. The Bankruptcy Court shall have exclusive jurisdiction with respect to all disputes or controversies arising from or related to this Stipulation.

10. Notwithstanding the applicability of Bankruptcy Rule 6006(d), the terms and conditions of this Stipulation shall be immediately effective and enforceable upon its approval.

Dated: April 16, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/James E. O'Neill

Debra I. Grassgreen, (admitted *pro hac vice*)

John W. Lucas, (admitted *pro hac vice*)

Malhar S. Pagay, (admitted *pro hac vice*)

James E. O'Neill (DE Bar No. 4042)

919 North Market Street, 17th Floor

P.O. Box 8750

Wilmington, Delaware 19899-8705

Tel: 302-652-4100

Fax: 302-652-4400

Email: dgrassgreen@pszjlaw.com

jlucas@pszjlaw.com

mpagay@pszjlaw.com

joneill@pszjlaw.com

Counsel to the Debtor and Debtor in Possession

Dated: April 16, 2025

QUARLES & BRADY LLP

/s/ Christopher Combest

Christopher Combest

300 N. LaSalle Street, Suite 4000

Chicago, IL 60654-3406

Tel: 312-715-5091

Email: christopher.combest@quarles.com

Counsel to Seattle Project Corp.

Dated: April 16, 2025

PORZIO, BROMBERG & NEWMAN P.C.

/s/Robert M. Schechter

Robert M. Schechter, Esq.
Porzio, Bromberg & Newman, P.C.
100 Southgate Parkway
P.O. Box 1997
Morristown, NJ 07962
Telephone: (609) 524-1838
Facsimile: (609) 924-3036
Email: rmschechter@pbnlaw.com

Counsel to Certara USA, Inc.