

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)

**CERTIFICATION OF COUNSEL REGARDING ORDER APPROVING STIPULATION
AMONG REORGANIZED DEBTOR, LIQUIDATING TRUSTEE, AND PRIORITY
COMMERCIAL PAYMENTS, LLC RECOGNIZING LATE
CLAIM AS TIMELY FILED**

The undersigned hereby certifies that:

1. The reorganized debtor in the above-captioned case (the “Reorganized Debtor”), the Liquidating Trustee (the “Liquidating Trustee”) and Priority Commercial Payments LLC (together with the Debtor and the Liquidating Trustee, the “Parties”), have entered into that certain *Stipulation among Reorganized Debtor, Liquidating Trustee, and Priority Commercial Payments, LLC Recognizing Late Claim as Timely Filed* (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 Reorganized Debtor respectfully requests entry of the Order approving the Stipulation.

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.



Dated: April 16, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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

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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 BETWEEN
THE REORGANIZED DEBTOR AND LIQUIDATING TRUSTEE**

Upon the *Certification of Counsel Regarding Order Approving Stipulation Between the Reorganized Debtor, the Liquidating Trustee and Priority Commercial Payments, LLC* (the “Certification of Counsel”) and the *Stipulation among Reorganized Debtor Liquidating Trustee, and Priority Commercial Payments, LLC Recognizing Late Claim as Timely Filed* (the “Stipulation”),² attached hereto as **Exhibit 1**; 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 to the Stipulation are authorized to enter into, perform and consummate the transactions set forth in and contemplated under the Stipulation.
3. The rights and relief accorded to the Liquidating Trustee and further payments of claims and obligations as set forth in the Stipulation are hereby authorized and approved.

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 otherwise defined herein have the meanings ascribed to them in the Stipulation.

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 REORGANIZED DEBTOR,
LIQUIDATING TRUSTEE, AND PRIORITY COMMERCIAL
PAYMENTS, LLC RECOGNIZING LATE CLAIM AS TIMELY FILED**

Gritstone bio, Inc. (the “Reorganized Debtor”), the Liquidating Trustee (the “Liquidating Trustee”) established by the Reorganized Debtor’s Second Modified Chapter 11 Plan of Reorganization (Docket No. 585) (the “Plan”), and Priority Commercial Payments, LLC (“Priority Commercial”, and together with the Reorganized Debtor and the Liquidating Trustee, the “Parties”), hereby enter into this stipulation (“Stipulation”), as set forth below. In connection with this Stipulation, the Parties respectfully state as follows:

WHEREAS, on October 10, 2025, (the “Petition Date”), Gritstone bio, Inc. filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS, on October 29, 2024, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the Official Committee of Unsecured Creditors (the “Committee”) in this chapter 11 case pursuant to Bankruptcy Code section 1102(a)(1);

WHEREAS, on April 3, 2025, the Court entered the Confirmation Order confirming the Plan. On April 4, 2025, the Plan became effective (the “Effective Date”) and the Debtor emerged from bankruptcy as the Reorganized Debtor [Docket No. 604]

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WHEREAS, the Liquidating Trustee is the duly appointed trustee for the Liquidating Trust established pursuant to the Plan;

WHEREAS, pursuant to the Plan, the Liquidating Trust was established for the primary purpose of prosecuting or otherwise liquidating, including, but not limited to, reviewing and reconciling, and including where appropriate objecting to, any General Unsecured Claims of Holders of Claims against the Debtor;

WHEREAS, the deadline for non-governmental parties to file proofs of claim in the above-captioned case was on January 13, 2025 (the “Bar Date”);

WHEREAS, Priority Commercial provided certain commercial services regarding the funding and processing of wire payments in connection with the Debtor’s accounts payable;

WHEREAS, Priority Commercial nonetheless was not scheduled as a creditor or otherwise provided with timely notice of the Debtor’s bankruptcy filing;

WHEREAS, on January 16, 2025, Priority Commercial filed proof of claim number 130 in the amount of \$245,124.00 (“Claim No. 130”);

WHEREAS, prior to the solicitation of votes for the Plan, the Debtor and the Committee agreed that Priority Commercial’s late filed Claim No. 130 would be treated as timely filed;

WHEREAS, the Parties have agreed to enter into this Stipulation to address Priority Commercial’s filing of a late proof of claim;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby STIPULATED AND AGREED between the Parties that:

1. The foregoing recitals are incorporated herein by reference.

2. Upon entry of an order approving this Stipulation, Claim No. 130 filed by Priority Commercial is hereby recognized as being timely filed, notwithstanding the applicable Bar Date for filing such claim. Except as provided herein, nothing in this Stipulation shall be deemed consent or waiver by the Liquidating Trustee or the Reorganized Debtor for the filing of any late claims by any other creditors or parties in interest.

3. The Liquidating Trustee shall not object to the claim filed by Priority Commercial on the grounds of lateness; provided, however, that the Liquidating Trustee reserves the right to object to Claim No. 130 on all other grounds, and any rights, claims, defenses of the Liquidating Trustee (other than for lateness as indicated in paragraph 2) are hereby preserved.

4. Nothing in this Stipulation shall be deemed or construed as an agreement or admission by the Liquidating Trustee as to the validity of any other agreement, contract, or lease, and nothing in this Stipulation shall be deemed or construed as an admission as to the validity of any claims by other creditors against the Debtor's estate or a waiver of Liquidating Trustee's rights to subsequently dispute such claims on any grounds permitted under applicable law, and the Liquidating Trustee hereby reserves any and all rights to dispute such claims on any grounds permitted under applicable law.

5. The Liquidating Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Stipulation and to otherwise execute any and all documents necessary to effectuate the relief granted pursuant to this Stipulation.

6. This Stipulation, any statement made, action or position taken, or document prepared or executed in connection with the negotiation, execution or implementation of this Stipulation and the compromise and settlement of claims provided for herein shall not be deemed, or construed as, an admission by any of the Parties of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit.

7. Neither this Stipulation, nor any terms contained herein, shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the Parties hereto, other than as may be necessary: (a) to obtain approval and to enforce this Stipulation; (b) to seek damages or injunctive relief in connection therewith; or (c) to prove that the automatic stay has been modified as set forth herein.

8. Nothing in this Stipulation or the relief sought herein shall constitute or be deemed: (a) an allowance of administrative expense claims under section 503(b) of the Bankruptcy Code; or (b) a waiver of any of the Liquidating Trustee's or Reorganized Debtor's rights to dispute claims asserted against any Debtor entity in these cases.

9. This Stipulation may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

10. This Stipulation is the entire agreement between the Parties in respect of the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto. No statement made or action taken in the negotiation of this Stipulation may be used by any party for any purpose whatsoever.

11. Each Party represents and warrants to the other Party that it: (a) made this Stipulation freely and voluntarily and with full knowledge of its significance; and (b) has been represented by counsel of its own choice in the negotiations preceding the execution of this Stipulation and in connection with the preparation and execution of this Stipulation.

12. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Stipulation are immediately effective and enforceable upon its entry.

13. The Bankruptcy Court for the District of Delaware shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Stipulation. Any request for relief brought before the Court to resolve a dispute arising from or related to this Stipulation, and the matters agreed to herein, shall be brought on proper notice and in accordance with the relevant Federal Rules of Bankruptcy Procedure and the Local Rules for the Court.

Dated: April 16, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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

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