

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**CERTIFICATION OF COUNSEL REGARDING ORDER  
APPROVING STIPULATION BETWEEN GRITSTONE BIO, INC. AND BOX, INC.  
REGARDING TERMINATION OF MASTER SERVICES AGREEMENT AND  
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

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The undersigned hereby certifies that:

1. The debtor and debtor in possession of the above-captioned case (the “Reorganized Debtor” or “Gritstone”), and Box, Inc. (“Box” and together with the Reorganized Debtor, the “Parties”), have entered into that certain *Stipulation Between Gritstone bio, Inc. and Box, Inc. Regarding Termination of Master Services Agreement and Payment of Administrative Expense Claim* (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 “Proposed Order”) approving the Stipulation, which is attached as Exhibit 1 to the Proposed Order.
4. The Reorganized Debtor respectfully requests entry of the Proposed Order approving the Stipulation.



Dated: May 30, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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**EXHIBIT A**

**(Proposed Order)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

GRITSTONE BIO, INC.,

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**Related Docket No.**

**ORDER APPROVING STIPULATION BETWEEN GRITSTONE BIO, INC.  
AND BOX, INC. REGARDING TERMINATION OF MASTER SERVICES  
AGREEMENT AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

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Upon the *Certification of Counsel Regarding Order Approving Stipulation Between Gritstone bio, Inc. and Box, Inc. Regarding Termination of Master Services Agreement and Payment of Administrative Expense Claim* (the “Certification of Counsel”) and the *Stipulation Between Gritstone bio, Inc. and Box, Inc. Regarding Termination of Master Services Agreement and Payment of Administrative Expense Claim* (the “Stipulation”),<sup>1</sup> 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.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stipulation.

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

4. 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

GRITSTONE BIO, INC.,	)	Chapter 11
	)	
Debtor.	)	Case 24-12305 (KBO)
	)	
	)	

**STIPULATION BETWEEN GRITSTONE BIO, INC.  
AND BOX, INC. REGARDING TERMINATION OF MASTER SERVICES  
AGREEMENT AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

This stipulation (this "Stipulation") is entered into between and among Gritstone Bio, Inc. ("Gritstone") and Box, Inc. ("Box" and together with Gritstone, the "Parties"). The Parties hereby stipulate and agree as follows:

**RECITALS**

A. On October 10, 2024 (the "Petition Date") Gritstone 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 "Court").

B. Gritstone and Box entered into a certain Master Service Agreement, dated June 28 2021, a certain Services Agreement, dated September 28, 2023, and a general agreement, dated August 10, 2020 (collectively, the "Box Agreements" including any other agreements entered between Gritstone and Box that are not expressly referenced herein).

C. 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

approved the asset purchase agreement ("APA") between Seattle Project Corp. ("SPC") and Gritstone, which approved the sale of certain of Gritstone's assets to SPC (the "Sale").

D. On March 31, 2025, Gritstone filed its *Second Modified Chapter 11 Plan of Reorganization* [Docket No. 585] (the "Plan"). On April 3, 2025, the Court entered the *Order Confirming the Second Modified Chapter 11 Plan of Reorganization* [Docket No. 601].

E. Gritstone determined that the Box Agreements were not necessary for the reorganization of the company and is entering into this Stipulation to effectuate the termination of the Box Agreements and pay the outstanding administration expense claim for Gritstone's postpetition use of the Box Agreements.

F. NOW, THEREFORE, it is hereby STIPULATED and AGREED by and between the Parties, as follows, subject to, and effective upon entry of an order by the Court approving this Stipulation:

1. Each of the Recitals set forth above is incorporated herein by reference.
2. Upon entry of an order approving this stipulation, Gritstone shall pay Box \$52,000.00 on account of Box's administrative expense claim arising from the postpetition use of the Box Agreements.
3. Notwithstanding anything to the contrary in the APA, Sale Order, the Plan, or any document related thereto, the termination of the Box Agreements shall be effective upon the latter of (a) entry of an order approving this Stipulation and (b) payment of Box's administrative expense claim in the amount of \$52,000.00. Upon the effectiveness of this Stipulation, neither Gritstone or SPC shall have any further obligations under the Box Agreements.
4. This Stipulation shall not become effective unless and until it is approved by the Court.



5. Neither this Stipulation nor any negotiations and writings in connection with this Stipulation shall in any way be construed as or deemed to be evidence of an admission on behalf of any Party regarding any, without limitation, claim, counterclaim, cause of action, right, or defense that such Party may have against the other Party.

6. This Stipulation shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Stipulation shall not be modified, altered, amended, or vacated without written consent of all Parties hereto. Any such modification, alteration, amendment, or vacatur in whole or in part, shall be subject to the approval of the Court.

8. This Stipulation contains the entire agreement by and between Gritstone and Box with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

9. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original, but all of which together shall constitute one instrument.

10. The Court shall retain jurisdiction to hear and determine all matters arising from or related to this Stipulation.

Dated: May 27, 2025

**GRITSTONE BIO, INC.**

/s/ 

Wayne Robinson  
Chief Executive Officer

**BOX, INC.**

/s/   
box SIGN 71312641-417X8Y2X

By: Ali Ghotbi  
Title: SVP Sales