

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

**CERTIFICATION OF COUNSEL REGARDING ORDER  
APPROVING STIPULATION REGARDING GENEVANT AGREEMENTS**

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The undersigned hereby certifies that:

1. On October 8, 2025, Gritstone bio, Inc. (“Gritstone” or the “Reorganized Debtor”), filed its Motion to Assume and Assign the Genevant Licenses. [Docket 735] (the “Assumption Motion”).
2. After filing the Motion, Gritstone, Genevant Sciences GmbH, Genevant Sciences Corporation, and Genevant Sciences, Inc. (collectively, “Genevant”), Seattle Project Corp. (“SPC” and together with Gritstone and Genevant, the “Parties”), negotiated in good faith and have entered into that certain *Stipulation Regarding Genevant Agreements* (the “Stipulation”).
3. The Stipulation resolves the differences among the parties with respect to the Genevant Agreements (as defined in the Stipulation) and also resolves the Assumption Motion.
4. Attached hereto as Exhibit A is an order (the “Order”) approving the Stipulation, which is attached as Exhibit 1 to the Order.
5. The Parties respectfully request entry of the Order approving the Stipulation.

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<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.



Dated: October 28, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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

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*Counsel to the Reorganized Debtor*

**EXHIBIT A**

**(Proposed Order)**

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

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Related Docket No.

**ORDER APPROVING STIPULATION REGARDING GENEVANT AGREEMENTS**

Upon the *Certification of Counsel Regarding Order Approving Stipulation Regarding Genevant Agreements* (the “Certification of Counsel”) and the *Stipulation Regarding Genevant Agreements* (the “Stipulation”),<sup>2</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.
3. This Court shall retain jurisdiction to resolve any and all disputes arising from or related to the Stipulation or this Order.

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

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**

In re:

GRITSTONE BIO, INC.,<sup>1</sup>

Debtor.

## Chapter 11

Case No. 24-12305 (KBO)

## STIPULATION REGARDING GENEVANT AGREEMENTS

This stipulation (this “Stipulation”) is entered into between and among Gritstone Bio, Inc. (“Gritstone” or the “Debtor”), Genevant Sciences GmbH, Genevant Sciences Corporation, and Genevant Sciences, Inc. (collectively, “Genevant”), and Seattle Project Corp. (“SPC” and together with Gritstone and Genevant, the “Parties”). The Parties hereby stipulate and agree as follows:

## RECITALS

### A. The Genevant Agreements

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 “Court”).

WHEREAS, on November 14, 2024, the Court entered an order [Docket No. 181] (the “Bid Procedures Order”)<sup>2</sup> authorizing the Debtor to establish procedures related to, among other things, the assumption, assumption and assignment, or transfer of executory contracts and unexpired leases in connection with a sale or sales of the Debtor’s assets.

<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 otherwise not defined herein shall have the meanings ascribed to such terms in the Bid Procedures Order or Sale Order (defined below), as applicable.

WHEREAS, in accordance with the Bid Procedures Order, 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] (the “Cure Notice”), which listed the following agreements with Genevant that the Debtor believed may be assumed and/or assigned or transferred in connection with the Debtor’s asset sale (the “Genevant Agreements”) and the proposed cure amounts related thereto (the “Cure Amount”):

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>	<b>Agreement Date</b>	<b>Proposed Cure</b>
Genevant Sciences Corporation	(3-party NDA with Genevant and Merck Cie)) - Amendment - Jul 28, 2023	7/28/2023	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Aug 10, 2023 - Amendment - Aug 09, 2024 <sup>3</sup>	8/9/2024	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - SOW - Jul 15, 2024 <sup>4</sup>	7/15/2024	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Aug 10, 2023	8/10/2023	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 20, 2020	1/29/2021 <sup>5</sup>	\$0.00
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 21[sic], 2020	10/21[sic]/2020 <sup>6</sup>	\$0.00

<sup>3</sup> Genevant understands this to be referring to Amendment No. 1 to the referenced agreement.

<sup>4</sup> Genevant understands that to be referring to the R&D Support Plan contemplated by, and added by amendment to, the January 15, 2021 agreement.

<sup>5</sup> Genevant understands this to be referring to Amendment No. 1 to the referenced agreement. There is also an Amendment No. 1 to the January 15, 2021 agreement, effective on the same date, that is not listed in the table but should be.

<sup>6</sup> Genevant believes the correct effective date of this agreement is October 20, 2020.



<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>	<b>Agreement Date</b>	<b>Proposed Cure</b>
Genevant Sciences GmbH	Genevant Sciences GmbH - License Agreement - Oct 21[sic], 2020 - Amendment - Aug 14, 2023 <sup>7</sup>	8/14/2023	\$0.00
Genevant Sciences GmbH c/o Genevant Sciences Corporation	Genevant Sciences GmbH c/o Genevant Sciences Corporation - Other - March 15, 2022 (Gritstone bio and)	3/15/2022	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - License Agreement - Jan 15, 2021	1/15/2021	\$12,155.94
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - Mar 31, 2020	3/31/2020	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - Mar 31, 2020	3/31/2020	\$0.00
Genevant Sciences, Inc.	Genevant Sciences, Inc. - CDA - May 02, 2019	5/2/2019	\$0.00

WHEREAS, on December 4, 2024, Genevant filed the *Limited Objection and Reservation of Rights of Genevant to Notice of Potential Assumption, Assumption and Assignment, or Transfer of Executory Contracts and Unexpired Leases* [Docket No. 220] (the “Cure Objection”).

WHEREAS, pursuant to the Cure Objection, and as explained in more detail therein, Genevant objected to the assumption, assumption and assignment, or transfer of the Genevant Agreements and generally reserved its rights with respect to the same.

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<sup>7</sup> Genevant understands this to be referring to Amendment No. 2 to the referenced agreement.

**B. The Sale to SPC**

WHEREAS, pursuant to the Bidding Procedures Order, the Debtor held a multi-day Auction between December 9 and December 12, 2024. Following the Auction, on December 13, 2024, the Debtor filed the *Notice of Filing of Successful Bidders and Auction Results for Sale of Assets* [Docket No. 257] (the “Notice of Successful Bidders”). Attached as Exhibit C to the Notice of Successful Bidders was the list of Transferred Contracts pursuant to the Asset Purchase Agreement between the Debtor and SPC (the “SPC APA”). The Genevant Agreements were not included as Transferred Contracts.

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 approved the SPC APA and authorized the sale of certain of the Debtor’s assets to SPC (the “Sale”).

WHEREAS on December 31, 2024, the Debtor filed that certain *Notice of Designation of Contracts for Assumption and Assignment Pursuant to Asset Purchase Agreement with Seattle Project Corp.* [Docket No. 325] (the “Contract Notice”) which designated certain agreements for assumption and assignment to SPC. The Genevant Agreements were included in the Contract Notice.

WHEREAS, the deadline to assert objections to the Contract Notice was originally set for January 14, 2025, which was extended for Genevant upon agreement of the Parties.

WHEREAS, upon agreement of the Parties, the deadline to object to the Contract Notice was extended for Genevant to June 30, 2025.

WHEREAS, on June 30, 2025, Genevant objected to the Contract Notice [Docket No. 704] (the “Assumption/Assignment Objection”).

WHEREAS, in connection with the Assumption/Assignment Objection, Genevant served discovery on SPC (the “Genevant Discovery”). *See* Docket No. 705.

WHEREAS, on August 20, 2025, SPC served discovery on Genevant (the “SPC Discovery”).

WHEREAS, in connection with the Genevant Discovery, the Parties met and conferred related to the scope of the Genevant Discovery and procedure for the Assumption/Assignment Objection.

WHEREAS, the Parties agreed that the Debtor would file a supplemental motion in support of the assumption and assignment of the Genevant Agreements.

WHEREAS, on October 8, 2025, the Debtor filed such motion [Docket No. 735] (the “Assumption Motion”).

WHEREAS, the Parties have engaged in discussions with respect to the Assumption/Assignment Objection, the Genevant Discovery, the SPC Discovery and the Assumption Motion.

### **STIPULATION**

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. This Stipulation shall not become effective unless and until it is approved by the Court.

3. Genevant hereby withdraws the outstanding Genevant Discovery and SPC shall have no further obligation to respond thereto.

4. SPC hereby withdraws the outstanding SPC Discovery and Genevant shall have no obligation to respond thereto.

5. Upon entry of an order of the Court approving this Stipulation, the Assumption Motion shall be deemed withdrawn.

6. Pursuant to the *Order (I) Approving Stipulation Regarding the Potential Assumption, Assumption and Assignment, or Transfer of Genevant Agreements and (II) Granting Related Relief* [Docket No. 476] and upon entry of an order of the Court approving this Stipulation, the Genevant Agreements are rejected and terminated and Genevant may file a prepetition unsecured rejection damages claim no later than twenty-eight (28) days after entry of an order of the Court approving this Stipulation. For the avoidance of doubt, nothing in this Stipulation nor the failure of Genevant to file any rejection damages claim arising from the rejection of the Genevant Agreements shall be deemed a waiver or forfeiture of Genevant's undisputed prepetition claim listed in 3.77 of Schedule E/F of the *Schedules of Assets and Liabilities for Gritstone Bio, Inc. (Case No. 24-12305)* [Docket No. 193] in the amount of \$12,155.94.

7. Except as otherwise provided herein, no Party is waiving any rights it may have, including any defenses at law or in equity. For the avoidance of doubt, Genevant maintains all of its rights under all of the Genevant Agreements and no agreement contained herein shall constitute a waiver of any rights in respect of any of the Genevant Agreements.

8. Neither this Stipulation nor any negotiation or writing 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.

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

10. 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.

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

12. Each of the undersigned counsel represents that she or he is authorized to execute this Stipulation on behalf of her or his respective clients.

13. 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.

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

*[Signature page follows]*

Dated: October 27, 2025

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