

Fill in this information to identify the case:

Debtor Gritstone bio, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 24-12305

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Clare Fisher</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> <small>Other names the creditor used with the debtor</small> _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Clare Fisher</u> <u>2 Walnut Street</u> <u>Newburyport, MA 01950</u> <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should payments to the creditor be sent? (if different)
	<small>Contact phone</small> <u>617-407-0132</u> <small>Contact email</small> <u>See summary page</u>	<small>Contact phone</small> _____ <small>Contact email</small> _____
	<small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;"><small>MM / DD / YYYY</small></div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>unliquidated</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See Rider A</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/31/2024
MM / DD / YYYY

/s/Clare Fisher
Signature

Print the name of the person who is completing and signing this claim:

Name Clare Fisher
First name Middle name Last name

Title Board Director

Company Gritstone Bio Inc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 709-4754 | International (424) 236-7233

Debtor: 24-12305 - Gritstone bio, Inc. District: District of Delaware		
Creditor: Clare Fisher 2 Walnut Street Newburyport, MA, 01950 Phone: 617-407-0132 Phone 2: Fax: Email: clare.fisher@beigene.com;clare.fisher5@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See Rider A	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: unliquidated	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Clare Fisher on 31-Dec-2024 9:27:16 a.m. Eastern Time Title: Board Director Company: Gritstone Bio Inc		

Rider “A”

Nature of Claim

1. This Proof of Claim is filed on account of any and all “claims” (as defined in section 101(5) of the Bankruptcy Code), which (insert NAME) (the “**Claimant**”) has against Gritstone, Inc. (the “**Company**” or the “**Debtor**”) including:

a. Director and Officer Insurance: Claims for any and all rights, entitlements, benefits, or remedies under the Debtor’s director and officer insurance programs or any other insurance policy to which the Claimant is entitled in Claimant’s capacity as a former member of the board of directors or as an officer of the Company. To the extent that any relevant primary and excess directors and officers liability insurance policies may constitute property of the Debtor’s estate, which Claimant does not concede, Claimant holds a claim for all proceeds under such policies or any other insurance policy to which the Claimant is entitled in his or her capacity as a former member of the board of directors or as an officer of the Company, including any claim for indemnification as an insured person covered under such policies and is entitled to priority payment from such proceeds.

b. Indemnification: Claims for any and all rights, entitlements, benefits, or remedies that Claimant has or may have, including claims arising in respect of or by reason of Claimant being a former member of the board of directors or officer of the Company, for indemnification, contribution, reimbursement, advancement of defense costs, or any other payment, including, with respect to each of the foregoing, on account of any damages, costs, expenses, attorneys’ fees and disbursements (including any retainer required), judgments, fines, penalties, and amounts paid for and expenses and costs of settlement, that are based on applicable law, any contractual indemnification right contained in any agreement between the Claimant and the Company (an “**Indemnification Agreement**”), any indemnification of the Claimant provided by the Company pursuant to its certificate of incorporation. (the “**Certificate of Incorporation**”), or any of the Debtor’s other organizational documents (including any of the Debtor’s certificate or articles of incorporation or organization, limited liability company agreements, operating agreements, and bylaws, and any amendments, restatements, supplements, or other modifications to each of the foregoing and applicable state or other law), any contract, any agreement, or otherwise, including any such claims that relate to or arise out of any threatened, pending, or completed litigation, action, suit, arbitration, investigation, inquiry, hearing or other proceeding (whether civil, criminal, regulatory, tax, administrative, or investigative) that has been, is, or may be threatened, pending, commenced, or completed against Claimant in the United States or elsewhere and in enforcing the obligations of the Debtor.

c. Additional Claims: Claims for any and all payments, fees, expenses and other

charges or obligations, and related benefits due and owing in a contingent and unliquidated amount to which Claimant may be entitled under the terms of Claimant's appointment as a former member of the board of directors or as an officer of the Company, including legal fees and expenses, rescission, breach of contract, fraud, specific performance, misrepresentation, reimbursement, and/or subrogation, related to or in connection with the Debtor and/or any of their affiliates (other than the Claimant), successors, predecessors, or assigns, arising as a matter of law or equity.

2. Except as set forth herein, the amount and priority of the claims made herein are either undetermined or unliquidated at this time, and include, without limitation, all contingent claims and claims that are unknown at this time.

3. Some or all of the claims, including with respect to, but not limited to, any rights of indemnification, may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code, and may be (a) determined to be secured, including, but not limited to, the extent of insurance or (b) subject to rights of Claimant to setoff and/or recoupment. This Proof of Claim is filed without prejudice to the right of the Claimant to request payment of any administrative expense claim that he may have against the Debtor (including, without limitation, administrative expenses not described herein), and the Claimant reserves the right to request payment of such administrative expenses at a later date or when required by the Court.

4. The Claimant believes that the Debtor has copies of all documents supporting this Proof of Claim. Additional copies of any relevant materials will be provided upon request.

Reservation of Rights

5. This Proof of Claim is filed in accordance with the Bankruptcy Court's bar date order [Docket No. 238] and to preserve the Claims and any and all claims, rights, and entitlements, including contingent and unliquidated claims, that the Claimant may have against the Debtor. The filing of this Proof of Claim does not constitute a concession or admission by the Claimant of any liability or facts in connection with any claim that has been or may be asserted against the Claimant. Nothing set forth herein should be construed as an admission that any valid claims or causes of action exist against the Claimant.

6. The Claimant hereby expressly reserves the right to file additional proofs of claim and to amend, clarify, supplement, and/or restate this Proof of Claim, including any exhibits hereto, if the Claimant should deem it necessary and appropriate for any reason, including to (a) liquidate, correct, increase, or amend the amounts referred to herein, including by specifying the dollar amount of any portion of the Claims that is not stated in specific amounts herein, (b) add or amend documents and other information, add or amend categories of payments or liabilities, and describe further the Claims asserted herein, (c) assert further claims relating to the matters set forth herein, or any other indebtedness, obligations, or liability of the Debtor to the Claimant, including claims for attorneys' fees incurred both before and after the Petition Date, costs, expenses, fees, and other charges incurred both before and after the Petition Date, interest accrued both before and after the Petition Date, claims for punitive damages that are not

compensation for actual pecuniary losses suffered to the extent permitted by applicable law, and all other claims at law or in equity, and, in each case, all costs and expenses associated therewith, (d) add or include any other person or entity, including any person or entity that is or may become a debtor or debtor in possession in a case pending before the Court, and (e) assert a priority, security interest, including to the extent of any right of setoff, counterclaim, or recoupment, or similar right with respect to the Claims asserted herein.

7. The filing of this Proof of Claim is not intended to be and shall not be deemed or construed as (a) a waiver, concession, or limitation of any rights, claims, defenses, or remedies of the Claimant against the Debtor or any person, entity, or property, (b) a waiver or limitation of any obligation owed to the Claimant, or any right to any security that may be determined to be held for the Claimant's benefit, (c) a concession or admission as to the correct characterization on or treatment of any claim herein, or a waiver of any rights of the Claimant, (d) an exhaustive statement of all claims or facts supporting the Claims of the Claimant, (e) a consent or submission by the Claimant to the jurisdiction of the Court or a waiver of the right to contend that the Court lacks jurisdiction over any matter, person, or res in connection with the Chapter 11 Cases, (f) a consent by the Claimant to a jury trial before the Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights, or in any case, controversy, or proceeding related hereto pursuant to 28 U.S.C. § 157(e) or otherwise, (g) a consent by the Claimant to the treatment of any non-core claim against it as a core claim, (h) a waiver or concession by the Claimant of the right to have final orders in core and/or non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge, (i) a waiver, concession, or limitation of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of the Court with respect to the subject matter of this Proof of Claim, any objection or other proceedings commenced with respect thereto, or any other proceeding commenced in the Debtor's chapter 11 cases against or otherwise involving the Claimant, (j) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable, (k) an election of remedies that waives or otherwise affects any other remedies, (l) a waiver of any rights that the Claimant may have pursuant to section 506(b) of the Bankruptcy Code, (m) a waiver of any subrogation rights of the Claimant arising under any of the Indemnification Agreement, the Certificate of Incorporation, the Bankruptcy Code, state law, or otherwise, an admission that any property held by the Debtor constitutes property of the Debtor's estate, (n) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. §157(c), or (o) a waiver of the right to seek dismissal or conversion to chapter 7 of the Debtor's bankruptcy case.

8. The Claimant does not waive or release (a) any right to a claim against specific assets, (b) any rights of offset, setoff, recoupment, or counterclaim that the Claimant may hold against the Debtor or any related person or entity, or (c) any other rights, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that the Claimant has or may have against the Debtor or any other person, entity, or property (including, without limitation, any person or entity that is or may become a debtor in a case pending before the Court); and the Claimant expressly reserves any and all such rights.

9. Without limiting the generality of the foregoing, the Claimant also expressly reserves

its rights and remedies under the Bankruptcy Code and other applicable federal and state law against the Debtor and its respective present and former creditors, agents, representatives, officers and directors, shareholders, and professionals for, *inter alia*, the following: lien and transfer avoidance; fraud; misrepresentation; constructive trust; equitable lien; unjust enrichment; *quantum meruit*; subrogation; indemnity; contribution; failure to fulfill contractual obligations; breach of the implied covenant of good faith and fair dealing; making, causing, or permitting to be made misleading statements regarding the businesses of the Debtor; failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtor; tortious interference; tortious conduct; alter ego liability; piercing the corporate veil; failure to require adequate financial and accounting controls for the Debtor; and all other legal or equitable claims and any and all remedies to which the Claimant may be entitled. Moreover, the Claimant specifically reserves the right to conduct discovery with respect to this matter in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

10. Nothing herein shall be deemed to waive, estop, or derogate from the rights of the Claimant. This Proof of Claim also is without prejudice to the Claimant's rights, claims, and defenses under the Bankruptcy Code or otherwise, including the right to vote on any plan(s) in the Chapter 11 Case and any and all procedural and substantive defenses to any claim that may be asserted against the Claimant by the Debtor, any trustee of their estates, any official committee, or any other party.

11. This Proof of Claim is in addition to and does not supersede any other claim or other proof of claim filed by Claimant or any of its related entities against any Debtor or scheduled or that may be scheduled by any Debtor.

12. This Proof of Claim and the Claim set forth herein are not subject to subordination under any provisions of the Bankruptcy Code or otherwise applicable law.