

**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. <b>Who is the current creditor?</b>	<u>BMR-Sidney Research Campus LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>  BMR-Sidney Research Campus LLC 4570 Executive Drive, Suite 400 San Diego, CA 92121  Contact phone <u>8582075967</u> Contact email <u>marie.lewis@biomedrealty.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  BMR-Sidney Research Campus LLC PO Box 511415 Los Angeles, CA 90051  Contact phone <u>8582072499</u> Contact email <u>ankit.patel@biomedrealty.com</u>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<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? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_

7. How much is the claim? \$ 1569325. Does this amount include interest or other charges?  
☒ No  
☐ 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.  
  
Rent under lease and other damages, see attached Rider

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature or property:**  
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ 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) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☐ No  
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 178501

11. Is this claim subject to a right of setoff? ☒ No  
☐ 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 12/13/2024  
MM / DD / YYYY

/s/Marie Elizabeth Lewis  
Signature

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

Name Marie Elizabeth Lewis  
First name Middle name Last name

Title Executive Vice President and General Counsel

Company BioMed Realty  
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

<b>Debtor:</b> 24-12305 - Gritstone bio, Inc. <b>District:</b> District of Delaware		
<b>Creditor:</b> BMR-Sidney Research Campus LLC 4570 Executive Drive, Suite 400 San Diego, CA, 92121 <b>Phone:</b> 8582075967 <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> marie.lewis@biomedrealty.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> BMR-Sidney Research Campus LLC PO Box 511415 Los Angeles, CA, 90051 <b>Phone:</b> 8582072499 <b>Phone 2:</b> <b>Fax:</b> <b>E-mail:</b> ankit.patel@biomedrealty.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Rent under lease and other damages, see attached Rider	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1569325	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 178501 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Marie Elizabeth Lewis on 13-Dec-2024 2:08:44 p.m. Eastern Time <b>Title:</b> Executive Vice President and General Counsel <b>Company:</b> BioMed Realty		

**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)

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF  
BMR-SIDNEY RESEARCH CAMPUS LLC**

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1. The undersigned, Marie Lewis, in her capacity as Executive Vice President and General Counsel, files this proof of claim (the “*Proof of Claim*”) on behalf of BMR-Sidney Research Campus LLC, a Delaware limited liability company (“*BMR*”), whose business and mailing address is 4570 Executive Drive, Suite 400, San Diego, California 92121, against Gritstone Bio, Inc. (f/k/a Gritstone Oncology, Inc.), a Delaware corporation (“*Gritstone*” or the “*Debtor*”), in respect of any claims BMR has against the Debtor arising out of or relating to that certain Lease dated as of February 11, 2006, as amended by that certain First Amendment to Lease dated as of September 21, 2021 (the “*First Amendment*”, and collectively, as amended, the “*Lease*”),<sup>2</sup> between BMR, as landlord, and the Debtor, as tenant, with respect to premises located at 40 Erie Street in Cambridge, Massachusetts 02139 (the “*Premises*”). As set forth more fully below, Landlord’s aggregate claim as of the Debtor’s petition date of October 10, 2024 (the “*Petition Date*”) is not less than \$1,569,325.00.

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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> The Debtor has a copy of this Lease. However, BMR would be willing to furnish a copy upon written request.

2. Pursuant to the Order (A) Authorizing Rejection of Unexpired Leases of Non-Residential Real Property *Nunc Pro Tunc* to the Petition Date; (B) Abandoning Any Remaining Personal Property Located at the Leased Premises; and (C) Granting Related Relief, which was issued by the United States Bankruptcy Court for the District of Delaware (this “**Court**”) on November 14, 2024, the Debtor rejected the Lease, effective retroactively as of the Petition Date.

3. Pursuant to the Lease, the term of the Lease was about 98 months. As set forth in the First Amendment and the Acknowledgement of Term Commencement Date and Term Expiration Date dated as of October 13, 2016, executed by BMR and the Debtor, the term of the Lease commenced on October 4, 2016 and was scheduled to expire on April 30, 2025. Approximately 6 months remained in the term of the Lease as of the Petition Date.

4. Pursuant to Section 2.6 and Section 11 of the Lease, Tenant deposited with BMR a cash security deposit in the amount of \$315,225.00 to secure the Debtor’s obligation to pay Rent under the Lease (the “**Security Deposit**”). The Debtor defaulted in its obligation to pay the August 2024, September 2024 and October 2024 installments of Rent under the Lease, and prior to the Petition Date BMR applied the entirety of the Security Deposit to the unpaid August and September Rent. Therefore, as of the Petition Date, Gritstone had a remaining outstanding Rent balance of \$178,501.00 (the “**Prepetition Rent Amount**”).

5. As of the Petition Date, the monthly Rent (as defined in Section 7.3 of the Lease) payable by the Debtor under the Lease was \$204,226.00, consisting of (a) monthly Base Rent (as defined in Section 2.3 of the Lease) in the amount of \$141,388.00, plus (b) Additional Rent (as defined in Section 7.2 of the Lease) in the amount of \$62,838.00, including insurance, property tax and operating expense recoveries payable under Section 7, Section 9 and Section 13.4

of the Lease.<sup>3</sup> As of the Petition Date, the aggregate amount of Rent (including Base Rent and Additional Rent) that would have been payable by the Debtor under the Lease for the remaining lease term was \$1,369,684.00 (the “*Lease Rejection Damages*”), which amount constitutes BMR’s aggregate rejection damages under the Lease.

6. In addition, BMR suffered other damages in the estimated total amount of \$21,140.00 (the “*Additional Damages*”), which is comprised of costs to repair physical damage to the Premises that the Debtor was obligated to complete under the Lease but failed to do so.<sup>4</sup>

7. Therefore, BMR has and asserts a valid claim against Gritstone in an amount that is not less than \$1,569,325.00, which is the sum of the Prepetition Rent Amount, the Lease Rejection Damages and the Additional Damages.

8. To the knowledge of BMR as of the date hereof, the claims set forth in this Proof of Claim are not subject to any valid set-off or counterclaim and are not subject to subordination under any provisions of the United States Bankruptcy Code or applicable laws.

9. No judgment has been rendered on the claims set forth in this Proof of Claim.

10. BMR reserves the right to amend, modify or supplement this Proof of Claim in any manner and for any purpose and to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against the Debtor.

11. This Proof of Claim is filed to protect BMR from potential forfeiture of its claims. BMR reserves all rights it has or may have in the future against the Debtor and any other party and reserves the right to assert claims against other non-Debtor entities outside of this Court. By filing this Proof of Claim, BMR does not waive, and specifically reserves, its procedural and

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<sup>3</sup> BMR will provide supporting documentation for the Additional Rent amounts if requested.

<sup>4</sup> BMR will provide supporting documentation for the Additional Damages if requested.

substantive defenses to any claim that may be asserted against it by the Debtor, by any trustee of their respective estates, by any official committee in these bankruptcy cases, or by any other party. This Proof of Claim is not intended to be and shall not be construed as (a) a waiver or release of the rights of BMR against the Debtor or any other party, (b) a consent by BMR to the jurisdiction of this Court with respect to the subject matter of the claims set forth in this Proof of Claim, (c) a waiver of the right of BMR to a trial by jury in any proceedings so triable in this case or any controversy or proceeding relating to this case or (d) an election of remedies.

12. All notices concerning this Proof of Claim shall be sent to:

BMR-Sidney Research Campus LLC  
4570 Executive Drive, Suite 400  
San Diego, California 92121  
Attn: Marie Lewis, Executive Vice President and General Counsel