

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

OMB APPROVAL	
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

Check this box to indicate that a transaction was made pursuant to a contract, instruction or written plan for the purchase or sale of equity securities of the issuer that is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). See Instruction 10.

1. Name and Address of Reporting Person* <u>Gergen Mark J</u> (Last) (First) (Middle) C/O POSEIDA THERAPEUTICS, INC. 9390 TOWNE CENTRE DRIVE, STE 200 (Street) SAN DIEGO CA 92121 (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>Poseida Therapeutics, Inc. [PSTX]</u>	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) <input checked="" type="checkbox"/> Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) President and CEO
	3. Date of Earliest Transaction (Month/Day/Year) 01/08/2025	
4. If Amendment, Date of Original Filed (Month/Day/Year)		

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	01/08/2025		U		636,726 ⁽¹⁾⁽²⁾⁽³⁾	D	⁽¹⁾⁽²⁾	0	D	

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares				
Employee Stock Option (Right to Buy)	\$2.78	01/08/2025		D		240,721		⁽⁴⁾⁽⁵⁾⁽⁶⁾	03/01/2028	Common Stock	240,721	\$0	0	D	
Employee Stock Option (Right to Buy)	\$12.23	01/08/2025		D		48,115		⁽⁴⁾⁽⁵⁾⁽⁶⁾	12/10/2029	Common Stock	48,115	\$0	0	D	
Employee Stock Option (Right to Buy)	\$16	01/08/2025		D		75,000		⁽⁴⁾⁽⁵⁾⁽⁶⁾	07/08/2030	Common Stock	75,000	\$0	0	D	
Employee Stock Option (Right to Buy)	\$9.15	01/08/2025		D		342,000		⁽⁴⁾⁽⁵⁾⁽⁶⁾	02/03/2031	Common Stock	342,000	\$0	0	D	
Employee Stock Option (Right to Buy)	\$4.75	01/08/2025		D		518,500		⁽⁴⁾⁽⁵⁾⁽⁶⁾	01/31/2032	Common Stock	518,500	\$0	0	D	
Employee Stock Option (Right to Buy)	\$5.35	01/08/2025		D		364,060		⁽⁴⁾⁽⁵⁾⁽⁶⁾	02/28/2033	Common Stock	364,060	\$0	0	D	
Employee Stock Option (Right to Buy)	\$3.38	01/08/2025		D		172,600		⁽⁴⁾⁽⁵⁾⁽⁶⁾	01/01/2034	Common Stock	172,600	\$0	0	D	

Explanation of Responses:

1. Disposed of pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of November 25, 2024, by and among Poseida Therapeutics, Inc. (the "Issuer"), Roche Holdings, Inc. ("Parent") and Blue Giant Acquisition Corp., a wholly owned subsidiary of Parent ("Merger Sub"). On January 8, 2025, Parent and Merger Sub completed a tender offer pursuant to the terms of the Merger Agreement for all outstanding shares of common stock of the Issuer (each, a "Share") for an offer price of (i) \$9.00 per Share in cash (the "Cash Amount"), and (ii) one non-tradeable contingent value right (each, a "CVR") representing the right to receive certain contingent payments of up to an aggregate amount of \$4.00 per Share, [continues to Footnote 2]

2. [continues from Footnote 1] in cash, upon the achievement of specified milestones, subject to and in accordance with the terms of the Contingent Value Rights Agreement (the "CVR Agreement"), in each case, without interest, and subject to any applicable withholding taxes (the Cash Amount plus one CVR, collectively, the "Offer Price"). Merger Sub thereafter merged with and into the Issuer, with the Issuer continuing

as the surviving corporation and a wholly owned subsidiary of Parent (the "Merger"). At the effective time of the Merger, each issued and outstanding Share (other than any Excluded Shares (as such term is defined in the Merger Agreement)) was cancelled in exchange for the right to receive the Offer Price.

3. Includes 3,000 shares acquired by the Reporting Person under the Issuer's 2020 Employee Stock Purchase Plan (the "ESPP") on March 20, 2024 and 3,000 shares acquired by the Reporting Person under the ESPP on September 20, 2024.

4. As of immediately prior to and conditioned upon the effective time of the effective time of the Merger, pursuant to the Merger Agreement, each outstanding option to purchase Shares (each, an "Option") became fully vested and exercisable, and to the extent not exercised prior to the effective time of the Merger, was cancelled and converted into the right to receive (a) an amount in cash (without interest and subject to deduction for any required withholding tax) equal to the product of (1) the excess, if any, of the Cash Amount over the exercise price per share of each such Option and (2) the number of Shares underlying such Option immediately prior to the effective time of the Merger and (b) one CVR in respect of each Share underlying such Option (the "Option Consideration"); provided, however, that if the exercise price per Share of any Option was equal to or greater than the Cash Amount, but less than \$13.00 (any such option, an "Underwater Option"), [continues to Footnote 5]

5. [Continues from Footnote 4] such Underwater Option was not entitled to any payment of the Cash Amount in respect thereof and each Underwater Option was converted into the right to receive the CVR included in the Option Consideration with respect to each Share underlying such Underwater Option and became entitled to receive, at each time a milestone payment becomes due and payable under the terms of the CVR Agreement, an amount in cash equal to the product of (a) the total number of Shares underlying such Underwater Option, multiplied by (b) the amount, if any, by which (1) the Cash Amount plus the amount of such milestone payment plus the amount of any other milestone payments that previously became due and payable under the terms of the CVR Agreement exceeds (2) the exercise price per Share with respect to such Underwater Option plus the Milestone Payment Amounts (as such term is defined in the CVR Agreement), [continues to Footnote 6]

6. [Continues from Footnote 5] if any, previously paid pursuant to the CVR Agreement in respect of each CVR granted in respect of such Underwater Option; provided further, that any Option with an exercise price that was equal to or greater than \$13.00, was cancelled immediately prior to the effective time of the Merger without any payment being made in respect thereof.

/s/ Johanna Mylet, Attorney-in-Fact 01/08/2025

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

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