

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D  
Under the Securities Exchange Act of 1934

**POSEIDA THERAPEUTICS, INC.**

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(Name of Issuer)

**Common Stock, par value \$0.0001**

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(Title of Class of Securities)

**73730P108**

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(CUSIP Number)

**Astellas US LLC  
2375 Waterview Drive  
Northbrook, IL 60062  
Attention: President  
800-888-7704**

**With a copy to:  
Astellas US LLC  
2375 Waterview Drive  
Northbrook, IL 60062  
Attention: General Counsel**

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communication)

**August 4, 2023**

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

*Note.* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAMES OF REPORTING PERSONS  <b>Astellas Pharma Inc.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  <b>WC</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  <b>Japan</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>-0-</b>
	8	SHARED VOTING POWER  <b>8,333,333(1)</b>
	9	SOLE DISPOSITIVE POWER  <b>-0-</b>
	10	SHARED DISPOSITIVE POWER  <b>8,333,333(1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>8,333,333(1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  <b>8.7%(2)</b>	
14	TYPE OF REPORTING PERSON (See Instructions)  <b>CO</b>	

1 Represents shares of the Issuer's common stock directly held by Astellas US LLC, a wholly owned direct subsidiary of Astellas US Holding, Inc., which is in turn a wholly owned direct subsidiary of Astellas Pharma Inc. Astellas Pharma Inc., Astellas US Holding, Inc. and Astellas US LLC may each be deemed to have shared voting and dispositive power over all of the shares.

2 Based upon the sum of (i) 86,916,199 shares of the Issuer's common stock outstanding as of August 4, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q filed on August 8, 2023 and (ii) an additional 8,333,333 shares of the Issuer's common stock outstanding following the closing of the private placement pursuant to that certain Securities Purchase Agreement, dated as of August 4, 2023, by and between the Issuer and Astellas US LLC, attached hereto as Exhibit 3 (the "Securities Purchase Agreement").

1	NAMES OF REPORTING PERSONS  <b>Astellas US Holding, Inc.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  <b>WC</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>-0-</b>
	8	SHARED VOTING POWER  <b>8,333,333(1)</b>
	9	SOLE DISPOSITIVE POWER  <b>-0-</b>
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  <b>8.7%(2)</b>	
14	TYPE OF REPORTING PERSON (See Instructions)  <b>CO</b>	

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2 Based upon the sum of (i) 86,916,199 shares of the Issuer's common stock outstanding as of August 4, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q filed on August 8, 2023 and (ii) an additional 8,333,333 shares of the Issuer's common stock outstanding following the closing of the private placement pursuant to the Securities Purchase Agreement.

1	NAMES OF REPORTING PERSONS  <b>Astellas US LLC</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  <b>WC</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>-0-</b>
	8	SHARED VOTING POWER  <b>8,333,333(1)</b>
	9	SOLE DISPOSITIVE POWER  <b>-0-</b>
	10	SHARED DISPOSITIVE POWER  <b>8,333,333(1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>8,333,333(1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  <b>8.7%(2)</b>	
14	TYPE OF REPORTING PERSON (See Instructions)  <b>CO</b>	

1 Represents shares of the Issuer's common stock directly held by Astellas US LLC, a wholly owned direct subsidiary of Astellas US Holding, Inc., which is in turn a wholly owned direct subsidiary of Astellas Pharma Inc. Astellas Pharma Inc., Astellas US Holding, Inc. and Astellas US LLC may each be deemed to have shared voting and dispositive power over all of the shares.

2 Based upon the sum of (i) 86,916,199 shares of the Issuer's common stock outstanding as of August 4, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q filed on August 8, 2023 and (ii) an additional 8,333,333 shares of the Issuer's common stock outstanding following the closing of the private placement pursuant to the Securities Purchase Agreement.

## Item 1. Security and Issuer

This Schedule 13D (the “Statement”) relates to the common stock, par value \$0.0001 per share, of Poseida Therapeutics, Inc., a Delaware corporation (the “Issuer”). The Issuer’s principal executive offices are located at 9390 Towne Centre Drive, Suite 200, San Diego, California 92121.

## Item 2. Identity and Background

This Statement is being filed on behalf of each of the following persons (each a “Reporting Person” and, collectively, the “Reporting Persons”):

- (i) Astellas Pharma Inc., a company incorporated under the laws of Japan (“Astellas”), with its principal business address at 2-5-1, Nihonbashi-Honcho, Chuo-Ku, Tokyo 103-8411, Japan;
- (ii) Astellas US Holding, Inc., a company incorporated under the laws of Delaware (“Astellas Holding”), with its principal business address at 2375 Waterview Drive, Northbrook, IL 60062; and
- (iii) Astellas US LLC, a company formed under the laws of Delaware (“Astellas US”), with its principal business address at 2375 Waterview Drive, Northbrook, IL 60062.

The Reporting Persons are part of a pharmaceutical business operating in more than 70 countries around the world. The business is promoting the Focus Area Approach that is designed to identify opportunities for the continuous creation of new drugs to address diseases with high unmet medical needs by focusing on Biology and Modality.

The directors and executive officers of each Reporting Person are set forth on Schedule I, attached hereto. Schedule I sets forth the following information with respect to each such person:

(a) name;

(b) business address;

(c) position with the Reporting Person and present principal occupation or employment and, for persons not employed by the Reporting Persons, the name, principal business and address of any corporation or other organization in which such employment is conducted; and

(f) citizenship.

(d) - (e) During the last five years, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any person named in Schedule I have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, as a result of which, he, she or it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

## Item 3. Source and Amount of Funds or Other Consideration

This information set forth in Item 6 of this Statement is incorporated by reference in its entirety into this Item 3. Capitalized terms used but not defined in this Item 3 or the preceding Items of this Statement are defined in Item 6.

On August 4, 2023, the Issuer and Astellas US entered into a Securities Purchase Agreement (the “Securities Purchase Agreement”), pursuant to which, among other things, the Issuer agreed to issue and sell to Astellas US in a private placement an aggregate of 8,333,333 shares of common stock of the Issuer, for an aggregate purchase price of approximately \$25.0 million. On August 7, 2023, Astellas US paid such purchase price to the Issuer and the Issuer delivered to Astellas US such shares of the Issuer’s common stock and the transaction contemplated by the Securities Purchase Agreement closed.

Also on August 4, 2023, the Issuer and Astellas US entered into a Strategic Rights Letter Agreement, attached hereto as Exhibit 5 (the “Strategic Rights Letter”). Pursuant to the Strategic Rights Letter, as partial consideration for the rights afforded to Astellas US thereunder, Astellas US agreed to pay the Issuer a one-time payment in the amount of \$25.0 million (the “Upfront Payment”). In connection with a Change in Control transaction (as defined in the Strategic Rights Letter) or Program Transaction between the Issuer and Astellas, some, all or none of the Upfront Payment may be offset against payments owed by Astellas to the Company or its controlled affiliates, dependent on certain factors set forth in the Strategic Rights Letter. A “Program Transaction” is an exclusive or co-exclusive license or co-promote or co-marketing arrangement or granting of commercial rights to sell, promote or market one or more products of the Program for any indication in the world.

The shares of the Issuer purchased by the Reporting Persons were purchased using general working capital and cash on hand.

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**Item 4. Purpose of Transaction**

This information set forth in Item 6 of this Statement is incorporated by reference in its entirety into this Item 4. Capitalized terms used but not defined in this Item 4 or the preceding Items of this Statement are defined in Item 6.

As discussed in more detail in Item 6 of this Statement, the Strategic Rights Letter affords Astellas US certain Board Observer Rights, Exclusivity Rights and Strategic Transaction Rights, which include certain rights of first offer and rights of first refusal and negotiation with respect to a Program Transaction, as well as certain notice rights in connection with a potential Change in Control transaction. At present, the Reporting Persons intend to monitor the desirability of exercising, and potentially exercise such rights.

The acquisition by the Reporting Persons of the Issuer's securities as described herein was effected pursuant to the Securities Purchase Agreement. The Reporting Persons acquired their securities in furtherance of the purpose of the Strategic Rights Letter, including the Board Observer Rights, Exclusivity Rights and Strategic Transaction Rights.

Subject to the Lock-up and the Standstill Agreement (each as further described in Item 6 below), the Reporting Persons intend to continue to review their investment in the Issuer on an ongoing basis and, depending on various factors, including, without limitation, the Issuer's financial position, the price of the Issuer's common stock, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may, in the future, take such actions with respect to their shares of the Issuer's common stock as they deem appropriate, including, without limitation: purchasing additional shares of the Issuer's common stock; selling shares of the Issuer's common stock (including in registered offerings pursuant to the Registration Rights Agreement); or taking any other action with respect to the Issuer or any of its securities in any manner permitted by law or with respect to any and all matters referred to in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Except as described in this Statement, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. However, subject to compliance with the agreements described in Item 6 of this Statement, the Reporting Persons, at any time and from time to time, may review, reconsider and change their position or change their purpose or develop such plans.

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**Item 5. Interest in Securities of the Issuer****(a) - (b):**

Number of shares of the Issuer's common stock beneficially owned:

Astellas	8,333,333 shares
Astellas Holding	8,333,333 shares
Astellas US	8,333,333 shares

Percent of class:

Astellas	8.7%
Astellas Holding	8.7%
Astellas US	8.7%

The percentage ownership was calculated based upon the sum of (i) 86,916,199 shares of the Issuer's common stock outstanding as of August 4, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q filed on August 8, 2023 and (ii) an additional 8,333,333 shares of the Issuer's common stock outstanding following the closing of the private placement pursuant to the Securities Purchase Agreement.

Number of shares of the Issuer's common stock as to which such person has:

**(i) Sole power to vote or to direct the vote:**

Astellas	0 shares
Astellas Holding	0 shares
Astellas US	0 shares

**(ii) Shared power to vote or to direct the vote:**

Astellas	8,333,333 shares
Astellas Holding	8,333,333 shares
Astellas US	8,333,333 shares

**(iii) Sole power to dispose or to direct the disposition of:**

Astellas	0 shares
Astellas Holding	0 shares
Astellas US	0 shares

**(iv) Shared power to dispose or to direct the disposition of:**

Astellas	8,333,333 shares
Astellas Holding	8,333,333 shares
Astellas US	8,333,333 shares

To the knowledge of the Reporting Persons, none of the individuals listed on Schedule I beneficially owns any of the Issuer's common stock.

(c) Except as reported in this Statement, to the knowledge of the Reporting Persons, neither the Reporting Persons nor any of the individuals listed on Schedule I have effected any transactions in the Issuer's common stock during the past sixty (60) days.

(d) Not applicable.

(e) Not applicable.

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## Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer

The information set forth in Items 3 and 4 of this Statement is incorporated by reference into this Item 6. Capitalized terms used but not defined in this Item 6 are defined in Item 3.

### Securities Purchase Agreement

On August 4, 2023, the Issuer and Astellas US entered into the Securities Purchase Agreement, pursuant to which the Issuer agreed to issue and sell to Astellas US in a private placement an aggregate of 8,333,333 shares of common stock of the Issuer (the “Shares”), for aggregate gross proceeds of approximately \$25.0 million. The transaction closed on August 7, 2023 (the “Closing Date”). The Securities Purchase Agreement contains customary representations, warranties and agreements by the Issuer, customary representations, warranties and agreements by the Astellas US, customary conditions to closing, indemnification obligations of the Issuer and other obligations of the parties.

Pursuant to the Securities Purchase Agreement, the Reporting Persons may not, without the prior written consent of the Issuer, during the period commencing on the Closing Date and ending on the date that is 180 days after the Closing Date (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of the Issuer’s common stock; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of the Issuer’s common stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of the Issuer’s common stock or other securities, in cash or otherwise (the “Lock-up”). The Lock-up is subject to certain limited exceptions, including the ability to transfer shares to affiliates of Astellas US and certain related persons; provided the transferee agrees to be bound by such restrictions.

The foregoing description of the Securities Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is attached hereto as Exhibit 3 and incorporated into this Item 6 by reference.

### Registration Rights Agreement

On August 4, 2023, the Issuer and Astellas US entered into a registration rights agreement, attached hereto as Exhibit 4 (the “Registration Rights Agreement”), pursuant to which the Issuer agreed to register the resale of the Shares. Under the Registration Rights Agreement, the Issuer has agreed to file a registration statement covering the resale of the Shares no later than April 13, 2024. The Issuer has agreed to use reasonable best efforts to cause such registration statement to become effective as promptly as practicable after the filing thereof but in any event on or prior to the Effectiveness Deadline (as defined in the Registration Rights Agreement), and to keep such registration statement continuously effective until the earlier of (i) the date the Shares covered by such registration statement have been sold or may be resold pursuant to Rule 144 without restriction, or (ii) the date that is three (3) years following the Closing Date. The Issuer has also agreed, among other things, to pay all reasonable fees and expenses (excluding any underwriters’ discounts and commissions and all fees and expenses of legal counsel, accountants and other advisors for Astellas US except as specifically provided in the Registration Rights Agreement) incident to the performance of or compliance with the Registration Rights Agreement by the Issuer.

The Issuer and Astellas US granted each other customary indemnification rights in connection with the registration statement. The Issuer made additional customary covenants, including with respect to “piggyback” registrations, cooperating in underwritten offerings of the Shares and taking steps to allow the Shares to be resold pursuant to Rule 144 under the Securities Act of 1933.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is attached hereto as Exhibit 4 and incorporated into this Item 6 by reference.

### Strategic Rights Letter Agreement

On August 4, 2023, the Issuer and Astellas US entered into the Strategic Rights Letter. Pursuant to the Strategic Rights Letter, the Issuer granted Astellas US the right to designate a representative, reasonably acceptable to the Issuer, to attend meetings and receive related materials provided thereto of the Issuer’s board of directors (the “Board”), any committee of the Board, and the Issuer’s scientific advisory board, subject to certain customary exceptions. The rights described in this sub-section are referred to in this Statement as the “Board Observer Rights.”

During the period beginning on the Closing Date and ending on the 12-month anniversary of the Closing Date (the “Exclusivity Period”), the Issuer has agreed not to (i) solicit, knowingly encourage, negotiate or otherwise enter into bona fide discussions about a Program Transaction with any third party, (ii) provide access to any confidential information of the Issuer relating to P-MUC1C-ALLO1, the Issuer’s fully allogeneic CAR-T product candidate for multiple solid tumor indications (the “Program”), for purposes of knowingly facilitating a Program Transaction, or (iii) enter into any letter of intent, contract or other commitment for a Program Transaction. The rights described in this sub-section are referred to in this Statement as the “Exclusivity Rights.”

Further, pursuant to the Strategic Rights Letter, the Issuer has agreed to provide notice to Astellas US (i) if the Issuer receives a bona fide proposal for a Change in Control (as defined in the Strategic Rights Letter) transaction from a third party, unless such proposal is rejected by the Board, or (ii) of the commencement of a process approved by the Board for a Change in Control, (iii) if the Issuer receives a bona fide proposal for a Program Transaction from a third party unless the proposal is rejected by the Board (a “Program Transaction Proposal”) or, (iv) following the Exclusivity Period, the commencement of substantive discussions for a Program Transaction with a third party in connection with a process approved by the Board for a Program Transaction (a “Program Process”). In connection with a notice related to (x) a Program Transaction Proposal, Astellas shall have a right of first refusal to provide a competing proposal that is in aggregate more favorable to the Issuer than the Program Transaction Proposal, and thereby have a right to negotiate exclusively a possible Program Transaction for a specified period and (y) a Program Process, Astellas US shall have a right of first offer to negotiate a Program Transaction for a specified period before the Issuer engages with any third party in meaningful substantive discussions, in each case, in accordance with the procedures and subject to the conditions set forth in the Strategic Rights Letter. The rights described in this sub-section are referred to in this Statement as the “Strategic Transaction Rights.”

This Strategic Rights Letter shall terminate upon the earliest to occur of (i) the 18-month anniversary of the Closing Date, (ii) such time that Astellas US owns fewer than 8,000,000 shares of the Issuer’s common stock (subject to adjustment for any stock splits, stock dividends or recapitalizations) and (iii) the consummation of a Change in Control.



The foregoing description of the Strategic Rights Letter does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is attached hereto as Exhibit 5 and incorporated into this Item 6 by reference.

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## Standstill Agreement

In connection with the private placement and the transactions contemplated by the Strategic Rights Letter, Astellas US also entered into a standstill agreement with the Issuer (the "Standstill Agreement") pursuant to which, for a period of 18 months from August 4, 2023, Astellas US will not (subject to certain exceptions):

- (a) make, effect, initiate, cause or participate in (i) any acquisition of beneficial ownership of any securities of the Issuer or any securities (including derivatives thereof) of any subsidiary or other affiliate of the Issuer other than the securities to be acquired from the Issuer pursuant to the Securities Purchase Agreement, (ii) any acquisition of any assets of the Issuer or any assets of any subsidiary, division or other affiliate of the Issuer, (iii) any tender offer, exchange offer, merger, business combination, recapitalization, restructuring, liquidation, dissolution or extraordinary transaction involving the Issuer or any subsidiary or other controlled affiliate of the Issuer or involving any securities or assets of the Issuer or any securities or assets of any subsidiary, division or other affiliate of the Issuer (iv) any "solicitation" of "proxies" (as those terms are used in the proxy rules of the Securities and Exchange Commission) or consents with respect to any securities of the Issuer;
- (b) form, join or participate in a "group" (as defined in the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder) with respect to the beneficial ownership of any securities of the Issuer or any subsidiary or division of the Issuer;
- (c) act, alone or in concert with others, to seek to control or influence the management, Board or policies of the Issuer;
- (d) take any action that might require the Issuer to make a public announcement regarding any of the types of matters set forth in clause "(a)" above;
- (e) agree or offer to take, or encourage or propose (publicly or otherwise) the taking of, any action referred to in clause "(a)", "(b)", "(c)" or "(d)" above;
- (f) assist, induce or encourage any other person to take any action of the type referred to in clause "(a)", "(b)", "(c)", "(d)" or "(e)" above;
- (g) enter into any discussion, negotiation, arrangement or agreement with any other person relating to any of the foregoing; or
- (h) request or propose (either directly or indirectly) that the Issuer or any of the Issuer's Representatives amend, waive or consider the amendment or waiver of any provision set forth in the Standstill Agreement.

The foregoing description of the Standstill Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is attached hereto as Exhibit 6 and incorporated into this Item 6 by reference.

## **Item 7. Material to Be Filed as Exhibits**

- Exhibit 1 Power of Attorney (Astellas Pharma Inc.) (incorporated by reference to Exhibit 1 to the Schedule 13D filed by Audentes Therapeutics Inc., SEC File No. 005-91724, filed October 31, 2022).
  - Exhibit 2 Joint Filing Agreement among Astellas Pharma Inc., Astellas US Holding, Inc. and Astellas US LLC
  - Exhibit 3 Securities Purchase Agreement between the Issuer and Astellas US LLC, dated August 4, 2023 (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K, SEC File No. 001-39376, filed August 7, 2023).
  - Exhibit 4 Registration Rights Agreement between the Issuer and Astellas US LLC, dated August 4, 2023 (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K, SEC File No. 001-39376, filed August 7, 2023).
  - Exhibit 5 Strategic Rights Letter Agreement between the Issuer and Astellas US LLC, dated August 4, 2023 (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K, SEC File No. 001-39376, filed August 7, 2023).
  - Exhibit 6 Standstill Agreement between the Issuer and Astellas US LLC, dated August 4, 2023.
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**SIGNATURE**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dates as of August 14, 2023

**ASTELLAS PHARMA INC.**

By: /s/ Chad Diehl

Name: Chad Diehl

Title: Attorney-in-Fact

**ASTELLAS US HOLDING, INC.**

By: /s/ Nahrin Marino

Name: Nahrin Marino

Title: Corporate Secretary

**ASTELLAS US LLC**

By: /s/ Nahrin Marino

Name: Nahrin Marino

Title: Corporate Secretary

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**Schedule I**

Astellas Pharma Inc.

The name and present principal occupation of each of the executive officers and directors of Astellas Pharma Inc. are set forth below. Unless otherwise noted, each of these persons has as their business address 2-5-1, Nihonbashi-Honcho, Chuo-Ku, Tokyo 103-8411, Japan.

<b>Name</b>	<b>Position within Astellas Pharma Inc.</b>	<b>Principal Occupation and, if not employed by Astellas Pharma Inc., Name, Principal Business and Address of Employer</b>	<b>Citizenship</b>
Kenji Yasukawa	Representative Director, Chairman of the Board	Company Director	Japan
Naoki Okamura	Representative Director, President and CEO	President and CEO, concurrently holds the position of Chief Financial Officer (CFO)	Japan
Katsuyoshi Sugita	Representative Director, Executive Vice President	Chief People Officer and Chief Ethics & Compliance Officer (CPO & CECO)	Japan
Takashi Tanaka	Outside Director	Chairman and Executive Director KDDI Corporation 3-10-10, Iidabashi, Chiyoda-ku, Tokyo 102-8460 Japan	Japan
Eriko Sakurai	Outside Director	Company Director	Japan
Masahiro Miyazaki	Outside Director	Company Director	Japan
Yoichi Ohno	Outside Director	Visiting Professor, Social Medicine, Research Administration Center and Medical Education Center, Saitama Medical University	Japan
Toru Yoshimitsu	Director, Audit & Supervisory Committee Member	Audit & Supervisory Committee	Japan
Raita Takahashi	Outside Director, Audit & Supervisory Committee Member	Certified Public Accountant Takahashi Raita CPA office Gionnosucho 5 kagoshima Japan	Japan
Mika Nakayama	Outside Director, Audit & Supervisory Committee Member	Company Director	Japan
Rie Akiyama	Outside Director, Audit & Supervisory Committee Member	Baba & Sawada Law Office	Japan
Claus Zieler	Chief Commercial Officer		Germany
Yoshitsugu Shitaka, Ph.D.	Chief Scientific Officer		Japan
Catherine Levitt	General Counsel	General Counsel, Astellas US LLC, 2375 Waterview Drive Northbrook, IL 60062	US
Hideki Shima	Chief Manufacturing Officer		Japan
Tadaaki Taniguchi, M.D., Ph.D.	Chief Medical Officer	Chief Medical Officer Astellas Pharma Global Development, Inc. 2375 Waterview Drive Northbrook, IL 60062	Japan
Adam Pearson	Chief Strategy Officer		UK

Astellas US Holding, Inc.

The name and present principal occupation of each of the executive officers and directors of Astellas US Holding, Inc. are set forth below. Unless otherwise noted, each of these persons has as their business address 2375 Waterview Drive, Northbrook, IL 60062.

<b>Name</b>	<b>Position within Astellas US Holding Inc.</b>	<b>Principal Occupation and, if not employed by Astellas US Holding Inc., Name, Principal Business and Address of Employer</b>	<b>Citizenship</b>
Mark Reisenauer	Director, President	President Astellas US Holding, Inc. 2375 Waterview Drive Northbrook, IL 60062	US
Marloes Schaddelee	Director	Head of Governance, Risk and Strategy Operations Astellas B. V. Sylviusweg 62, 2333 BE Leiden, Netherlands	The Netherlands
Frank Hudson	Director	Senior Vice President, Head of Corporate Finance and Control Astellas US LLC 2375 Waterview Drive Northbrook, IL 60062	US
Karissa Marcello	Treasurer	Executive Director, Commercial Finance U.S. Astellas US LLC 2375 Waterview Drive Northbrook, IL 60062	US
Nahrin Marino	Secretary	SVP, Legal Head of Commercial, Regulatory and Privacy Astellas US LLC 2375 Waterview Drive Northbrook, IL 60062	US
Molly McCoy	Assistant Secretary	Executive Director, Legal Commercial Lead US Astellas US LLC 2375 Waterview Drive Northbrook, IL 60062	US

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Astellas US LLC

The name and present principal occupation of each of the executive officers and directors of Astellas US LLC are set forth below. Unless otherwise noted, each of these persons has as their business address 2375 Waterview Drive, Northbrook, IL 60062.

<b>Name</b>	<b>Position within Astellas US LLC</b>	<b>Principal Occupation and, if not employed by Astellas US LLC Name, Principal Business and Address of Employer</b>	<b>Citizenship</b>
Mark Reisenauer	Director, President	President	US
Marloes Schaddelee	Director	Head of Governance, Risk and Strategy Operations Astellas B. V. Sylviusweg 62, 2333 BE Leiden, Netherlands	The Netherlands
Karissa Marcello	Treasurer	Executive Director, Commercial Finance U.S.	US
Nahrin Marino	Secretary	SVP, Legal Head of Commercial, Regulatory and Privacy	US
Molly McCoy	Assistant Secretary	Executive Director, Legal Commercial Lead US	US

**JOINT FILING AGREEMENT**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him, her or it contained herein, but shall not be responsible for the completeness and accuracy of the information concerning the other entities or persons, except to the extent that he, she or it knows or has reason to believe that such information is inaccurate.

Date: August 14, 2023

**ASTELLAS PHARMA INC.**By: /s/ Chad Diehl

Name: Chad Diehl

Title: Attorney-in-Fact

Date: August 14, 2023

**ASTELLAS US HOLDING, INC.**By: /s/ Nahrin Marino

Name: Nahrin Marino

Title: Corporate Secretary

Date: August 14, 2023

**ASTELLAS US LLC**By: /s/ Nahrin Marino

Name: Nahrin Marino

Title: Corporate Secretary

## STANDSTILL AGREEMENT

**THIS STANDSTILL AGREEMENT (“Agreement”)** is being entered into as of August 4, 2023, by and between Poseida Therapeutics, Inc., a Delaware corporation (the “**Company**”), and Astellas US, LLC, a Delaware corporation (“**Counterparty**”). Each of the Company and Counterparty are referred to collectively as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**, Counterparty and the Company are parties to a Confidential Disclosure Agreement, effective as of June 8, 2022 (as may be amended from time to time, the “**CDA**”). As a condition to the Company sharing additional confidential information with Counterparty under the CDA, the Parties, intending to be legally bound, acknowledge and agree as follows:

**1. Standstill Provision.** During the eighteen (18) month period commencing on the date of this Agreement (the “**Standstill Period**”), neither Counterparty nor any of Counterparty’s Representatives (as defined below) acting on behalf of and at the direction of Counterparty will, in any manner, directly or indirectly:

- (a) make, effect, initiate, cause or participate in (i) any acquisition of beneficial ownership of any securities of the Company or any securities (including derivatives thereof) of any subsidiary or other affiliate of the Company other than the securities to be acquired from the Company pursuant to that certain Securities Purchase Agreement, dated on or about the date hereof between the Company and Counterparty, (ii) any acquisition of any assets of the Company or any assets of any subsidiary, division or other affiliate of the Company, (iii) any tender offer, exchange offer, merger, business combination, recapitalization, restructuring, liquidation, dissolution or extraordinary transaction involving the Company or any subsidiary or other controlled affiliate of the Company or involving any securities or assets of the Company or any securities or assets of any subsidiary, division or other affiliate of the Company, or (iv) any “solicitation” of “proxies” (as those terms are used in the proxy rules of the Securities and Exchange Commission) or consents with respect to any securities of the Company;
- (b) form, join or participate in a “group” (as defined in the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder) with respect to the beneficial ownership of any securities of the Company or any subsidiary or division of the Company;
- (c) act, alone or in concert with others, to seek to control or influence the management, board of directors or policies of the Company;
- (d) take any action that might require the Company to make a public announcement regarding any of the types of matters set forth in clause “(a)” of this sentence;
- (e) agree or offer to take, or encourage or propose (publicly or otherwise) the taking of, any action referred to in clause “(a)”, “(b)”, “(c)” or “(d)” of this sentence;
- (f) assist, induce or encourage any other Person to take any action of the type referred to in clause “(a)”, “(b)”, “(c)”, “(d)” or “(e)” of this sentence;
- (g) enter into any discussion, negotiation, arrangement or agreement with any other Person relating to any of the foregoing; or
- (h) request or propose (either directly or indirectly) that the Company or any of the Company’s Representatives amend, waive or consider the amendment or waiver of any provision set forth in this Agreement (including this clause “(h)”).

Notwithstanding any other provision of this Agreement to the contrary, nothing herein will prevent the Counterparty or its Representatives from communicating with the Chief Executive Officer of the Company to make a proposal for or to negotiate with the Company in respect of a tender or exchange offer, merger or other business combination, or any other of the transactions described in Section 1 (including a license or acquisition of the Company’s P-MUC1C-ALLO1 product, an allogeneic CAR-T cell therapy in development for multiple solid tumor indications) involving the Company and the Counterparty so long as such communication is made confidentially and does not require public disclosure. Following the end of the Standstill Period, nothing in this Agreement shall, directly or indirectly, prevent or otherwise limit the Counterparty and its Representatives from taking any actions referred to in clauses “(a)” through “(h)” of this Section 1 or related thereto, and in each case without notice to or consultation with the Company. In addition, this Section 1 shall terminate and be of no further force and effect and the Counterparty and its Representatives shall not otherwise be restricted from taking any actions referred to in clauses “(a)” through “(h)” of this Section 1 if the Company enters into a definitive agreement with a third party for (A) the sale or transfer to such third party of more than 50% of the equity securities of the Company entitled to vote in the normal



course in the election of the board of directors (the “Board”) of the Company (“**Equity Securities**”) or outstanding voting power of the Equity Securities of the Company or all or substantially all of assets of the Company; or (B) a transaction in which holders of the Equity Securities of the Company prior to such transaction will not own, immediately following such transaction, more than 50% of the outstanding voting power of either (I) the corporation resulting from such transaction (the “**Surviving Corporation**”), or (II) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of all of the outstanding voting power of the Surviving Corporation (each of the transactions described in the foregoing clause (y), an “**Alternative Transaction**”); or (z) a tender offer or exchange offer with respect to more than 50% of the Company’s Equity Securities is commenced and the Board either has recommended in favor of such transaction or has failed to recommend against such transaction within ten (10) business days after its commencement.

2. **No Waiver.** No failure or delay by either Party or any of its Representatives in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision of this Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.

3. **Remedies.** The Counterparty acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by Counterparty or by any of Counterparty’s Representatives and that the Company would suffer irreparable harm as a result of any such breach. Accordingly, the Company will also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by Counterparty or any of Counterparty’s Representatives, and Counterparty further agrees to waive any requirement for the showing of actual damages or securing or posting of any bond in connection with such remedy. The equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the Company. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that Counterparty or any of its Representatives have breached this Agreement, Counterparty will be liable for, and will pay to the Company and its Representatives, the reasonable legal fees incurred by the Company and its Representatives in connection with such litigation (including any appeal relating thereto).

4. **Successors and Assigns; No assignment.** This Agreement will be binding upon and inure to the benefit of each Party and its Representatives and their respective heirs, successors and assigns. This Agreement may not be assigned by any Party without the express prior written consent of the other Party.

5. **Applicable Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each Party and its Representatives: (a) irrevocably and unconditionally consents and submits to the jurisdiction of the state and federal courts located in the State of Delaware for purposes of any action, suit or proceeding arising out of or relating to this Agreement; (b) agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth opposite the name of such Party at the end of this Agreement shall be effective service of process for any such action, suit or proceeding brought against such Party or any of such Party’s Representatives; (c) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in any state or federal court located in the State of Delaware; and (d) irrevocably and unconditionally waives the right to plead or claim, and irrevocably and unconditionally agrees not to plead or claim, that any action, suit or proceeding arising out of or relating to this Agreement that is brought in any state or federal court located in the State of Delaware has been brought in an inconvenient forum.

6. **Miscellaneous.**

- (a) For purposes of this Agreement, a Party’s “**Representatives**” will be deemed to include each Person that is or during the term of this Agreement becomes (i) an affiliate of such Party or (ii) an officer, director, member, manager, executive partner, employee, partner, advisor (including without limitation accountants, attorneys, financial advisors, and consultants), agent or other representative of such Party or of such Party’s affiliates, and the term “**Person**,” will be broadly interpreted to include any individual and any corporation, partnership, entity, group, tribunal or governmental authority.
- (b) The bold-faced captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- (c) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- (d) This Agreement constitutes the entire agreement between Counterparty and the Company regarding the subject matter hereof and supersedes any prior agreement between the Counterparty and the Company regarding the subject matter hereof.
- (e) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties have caused this Standstill Agreement to be executed as of the date first set forth above.

**COMPANY:**

**POSEIDA THERAPEUTICS, INC.**

By: /s/ Mark J. Gergen

Name: Mark J. Gergen

Title: Chief Executive Officer

**COUNTERPARTY:**

**ASTELLAS US, LLC**

By: /s/ Mark Reisenauer

Name: Mark Reisenauer

Title: President

*[Signature Page to Standstill Agreement]*