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As confidentially submitted to the Securities and Exchange Commission on August 4, 2017.
This draft registration statement has not been publicly filed with the Securities and Exchange Commission and all information herein remains strictly confidential.
Registration No. 333-

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

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Solid Biosciences, LLC
[to be converted as described herein to a corporation named]

Solid Biosciences Inc.
(Exact name of registrant as specified in its charter)

Delaware	2836	90-0943402
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

161 First Street, Third Floor
Cambridge, MA 02142
(617) 337-4680
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Ilan Ganot
Chief Executive Officer
Solid Biosciences, LLC
161 First Street, Third Floor
Cambridge, MA 02142
(617) 337-4680
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Julie M. Allen, Esq.	Daniel Finkelman, Esq.	Deanna L. Kirkpatrick, Esq.
Proskauer Rose LLP	General Counsel	Davis Polk & Wardwell LLP
Eleven Times Square	Solid Biosciences, LLC	450 Lexington Avenue
New York, New York 10036	161 First Street, Third Floor	New York, NY 10017
(212) 969-3000	Cambridge, MA 02142	(212) 450-4000
	(617) 337-4680	

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price (1)(2)	Amount of Registration Fee
Common stock, $0.001 par value per share	$	$

(1) Estimated solely for purposes of determining the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes shares of common stock that may be purchased by the underwriters pursuant to their option to purchase additional shares of common stock.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

Solid Biosciences, LLC, the registrant whose name appears on the cover of this registration statement, is a Delaware limited liability company. Prior to the effectiveness of this registration statement, Solid Biosciences, LLC will convert into a Delaware corporation pursuant to a statutory conversion and be renamed Solid Biosciences Inc. as described in the section “Corporate conversion” of the accompanying prospectus. In addition, entities formed solely for the purpose of holding membership interests in our limited liability company will be merged with and into us. In this prospectus, we refer to all of the transactions related to our conversion to a corporation and the mergers described above as the Corporate Conversion. As a result of the Corporate Conversion, the members of Solid Biosciences, LLC will become holders of shares of common stock of Solid Biosciences Inc. Except as disclosed in the prospectus, the consolidated financial statements and selected historical consolidated financial data and other financial information included in this registration statement are those of Solid Biosciences, LLC and its subsidiaries and do not give effect to the Corporate Conversion. Shares of common stock of Solid Biosciences Inc. are being offered by the prospectus.

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The information contained in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated August 4, 2017
Preliminary Prospectus

shares

Common Stock

This is an initial public offering of shares of common stock by Solid Biosciences Inc. Solid Biosciences Inc. is selling shares of our common stock. The estimated initial public offering price is between $ and $ per share.

Prior to this offering, there has been no public market for our common stock. We intend to apply to list our common stock on the , under the symbol " ."

We are an "emerging growth company" as defined under the federal securities laws and will be subject to reduced public company reporting requirements.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions	$	$
Proceeds, before expenses, to us	$	$

We have granted the underwriters an option for a period of 30 days to purchase up to an additional shares of common stock.

Investing in our common stock involves a high degree of risk. Before buying any shares, you should carefully read the discussion of material risks of investing in our common stock in "Risk factors" beginning on page 14 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed on the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of common stock to investors on or about , 2017.

J.P. Morgan **Goldman Sachs & Co. LLC** **Leerink Partners**

Nomura **Chardan**

The date of this prospectus is , 2017

Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are offering to sell, and seeking offers to buy, common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus or any free writing prospectus is accurate only as of its date, regardless of its time of delivery or of any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

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No action is being taken in any jurisdiction outside the United States to permit a public offering of our common stock or possession or distribution of this prospectus in that jurisdiction. Persons who come into possession of this prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus applicable to that jurisdiction.

PROSPECTUS SUMMARY

This prospectus summary highlights certain information appearing elsewhere in this prospectus. As this is a summary, it does not contain all of the information that you should consider in making an investment decision. You should read the entire prospectus carefully, including the information under "Risk factors," "Management's discussion and analysis of financial condition and results of operations" and our consolidated financial statements and the related notes thereto included in this prospectus, before investing. This prospectus includes forward-looking statements that involve risks and uncertainties. See "Information regarding forward-looking statements." In this prospectus, unless the context otherwise requires, the terms "Solid Biosciences," "Solid," "the company," "we," "us" and "our" refer, prior to the Corporate Conversion discussed herein, to Solid Biosciences, LLC and its subsidiaries, and after the Corporate Conversion, to Solid Biosciences Inc. and its subsidiaries.

Overview

Our mission is to cure Duchenne muscular dystrophy, or DMD, a genetic muscle-wasting disease predominantly affecting boys, with symptoms that usually manifest between three and five years of age. DMD is a progressive, irreversible and ultimately fatal disease that affects approximately one in every 3,500 to 5,000 live male births and has an estimated prevalence of 10,000 to 15,000 cases in the United States alone. DMD is caused by mutations in the dystrophin gene, which result in the absence or near-absence of dystrophin protein. Dystrophin protein works to strengthen muscle fibers and protect them from daily wear and tear. Without functioning dystrophin and certain associated proteins, muscles suffer excessive damage from normal daily activities and are unable to regenerate, leading to the build-up of fibrotic, or scar, and fat tissue. There is no cure for DMD and, for the vast majority of patients, there are no satisfactory symptomatic or disease-modifying treatments. Our lead product candidate, SGT-001, is a gene transfer under development to restore functional dystrophin protein expression in patients' muscles. If successful, SGT-001 has the potential to slow or even halt the progression of the disease in a majority of patients with DMD, regardless of their genetic mutation or disease stage.

SGT-001 has been granted Rare Pediatric Disease Designation, or RPDD, in the United States and Orphan Drug Designations in both the United States and European Union. We plan to file an Investigational New Drug application, or IND, and initiate clinical trials for SGT-001 in the United States during the second half of 2017.

Our founders, who are personally touched by DMD, created a biotechnology company focused on finding meaningful therapies for all patients affected by the disease. Our disease-focused business model is purpose-built to identify and accelerate the discovery and development of therapeutic product candidates that, when considered together, have the potential to address not only the underlying cause of DMD, but its many manifestations as well. Leveraging our network of the world's foremost experts in DMD, we have evaluated a significant number of potential therapies for DMD. Following our highly focused, data-driven selection process, we began developing SGT-001 and a pipeline of complementary therapeutic candidates.

SGT-001 is a gene transfer candidate designed to address the underlying genetic cause of DMD by delivering a synthetic transgene that produces dystrophin-like protein that is only expressed in muscles of the body, including cardiac and respiratory muscles. The transgene is delivered via an adeno-associated virus, or AAV, vector, which also contains a muscle-specific promoter. Our vector is a modified version of an AAV, a naturally occurring, non-pathogenic virus selected for its ability to efficiently enter skeletal, diaphragm and cardiac muscle tissues. The vector will carry a synthetic dystrophin transgene construct, called microdystrophin, that retains the most critical components of the full-size dystrophin gene yet is small enough to fit within AAV packaging constraints. SGT-001 is designed to drive microdystrophin protein expression in affected muscles throughout the body. SGT-001 has demonstrated efficacy, safety and durability in multiple preclinical models

and functional benefits in DMD animal studies. In contrast to other therapeutic approaches that are designed to target patients with specific mutations in the dystrophin gene, we believe SGT-001 is mutation agnostic.

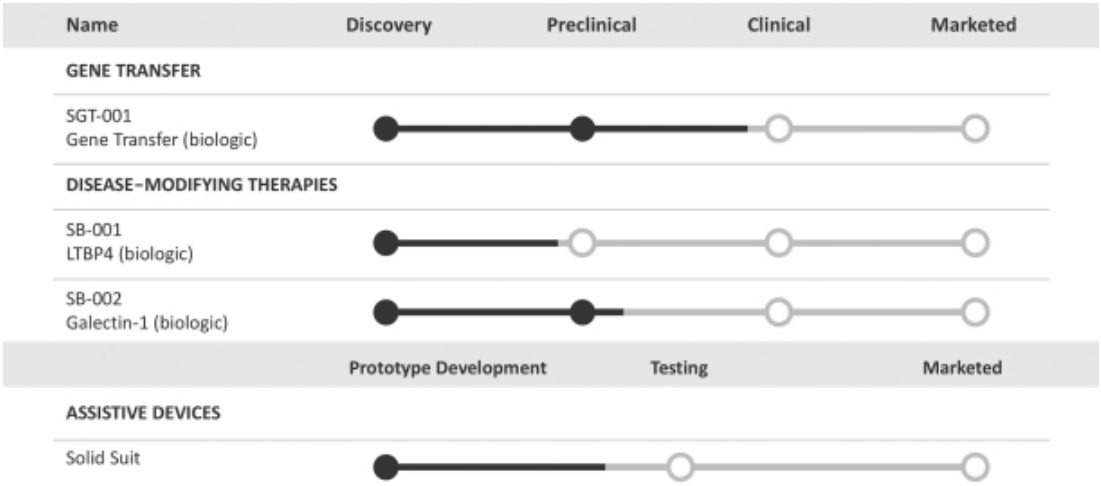
We expect to file our IND and commence our first clinical trial for SGT-001 in the second half of 2017. We anticipate that approximately 16 to 32 patients with DMD will be randomly assigned to either an untreated control arm or an active treatment arm. Initially, adolescents aged 12 to 17 years will be treated, and at a later stage of the study, children aged four to 11 years will be dosed. Patients in the treatment arm will receive a single intravenous infusion of SGT-001. Efficacy will be assessed by comparing microdystrophin protein expression in muscle biopsy before treatment and 12 months after treatment for each patient. Additional efficacy endpoints, including functional assessments, muscle imaging and biomarkers, will be compared against the control arm. Based on results from this study, we will evaluate the need for future clinical trials that may include other patient populations, as well as the need for larger confirmatory clinical trials. If approved, we intend to commercialize SGT-001 in the United States and European Union, and we may enter into licensing agreements or strategic collaborations to commercialize the product in other markets.

Taking into account the prevalence and incidence of DMD and the anticipated dosing requirements for gene transfer, we anticipate that there will be a need for a substantial supply of SGT-001 for clinical trials and, if approved, for commercial markets. Through significant targeted investments to address this challenge, we believe we have generated sufficient drug product supply to initiate our first clinical trial. We continue to develop our manufacturing process to meet future clinical and commercial production needs for SGT-001.

While we believe DMD disease progression can be slowed or halted by gene transfer, many patients will still suffer from the manifestations of the disease, such as tissue damage to their muscles, inflammation, cardiac dysfunction and fibrosis. As part of our disease-focused business model, we are also building a portfolio of complementary disease-modifying therapies to address these manifestations. Our portfolio currently includes two preclinical biologic candidates: SB-001, a monoclonal antibody designed to reduce fibrosis and inflammation, and SB-002, a protein intended to stabilize the muscle membrane. We intend to commence preclinical efficacy and safety studies for SB-001 and SB-002.

In addition to developing our pipeline of product candidates, we believe it is critical to invest time and resources in tools and technologies designed to help us more effectively understand DMD, accurately monitor disease progression and assist patients in daily life. As part of this goal, we are developing biomarkers and sensors that may allow us to identify treatment targets faster, measure the therapeutic impact of potential product candidates better and reach decision points earlier. In addition, through our Solid Suit program, we are developing a line of soft, wearable assistive devices with the goal of providing functional and therapeutic benefits to DMD patients.

Our pipeline



We seek to protect our proprietary and intellectual property position through a combination of patents, trade secret laws, proprietary know-how, continuing technological innovation, and entering into non-disclosure, confidentiality and invention assignment agreements. We have exclusively licensed three issued U.S. patents, one pending U.S. non-provisional patent application, and four issued patents and eight pending patent applications in foreign jurisdictions. We have filed one pending U.S. provisional patent application. We intend to continue building out our intellectual property protection to further strengthen our position in the DMD field.

Who we are

Solid Biosciences was founded in 2013 by our Chief Executive Officer, Ilan Ganot, our Chairman of the Board, Andrey Zarur, and our President, Gilad Hayeem, with the goal of developing meaningful therapies for patients with DMD. Solid is the English translation of Eytani, the Hebrew name of Ilan and Annie Ganot's son, who was diagnosed with the disease in 2012. Our founders, unsatisfied with the existing therapeutic landscape, proceeded to raise funds to execute on our disease-focused business model. We assembled a passionate management team and scientific advisory board composed of individuals with extensive experience in DMD, gene therapy, product discovery, research and development, manufacturing, business strategy and finance.

In 2015, we began exclusively licensing the elements of the construct for SGT-001 and other elements of our gene transfer program from the University of Michigan, the University of Missouri and the University of Washington. Since then, we have continued to use our extensive network across the academic, business and patient communities to identify, vet and pursue high-potential complementary product candidates to address the needs of DMD patients.

Since our inception, we have raised private capital from a group of investors, including entities affiliated with Biogen, J.P. Morgan, Perceptive Advisors and RA Capital, along with several additional corporate and private investors. In addition, three leading U.K.-based DMD charities provided initial seed funding for our gene transfer program in return for equity in our company. We continue to work closely with the patient advocacy community and have accepted additional contributions from several DMD charities to fund our early-stage research programs.

Mission

Our mission, which guides every aspect of our operations, is to cure DMD. Underscoring this mission, our disease-focused business model is founded on the following fundamental values:

- identify and develop meaningful therapies for all patients with DMD;
- bring together the leading experts in DMD science, technology, disease management and care; and
- be guided by the needs of DMD patients.

Our strengths

Guided by our mission, we set out to create a company that understands DMD and develops therapies that are intended to provide meaningful benefits to DMD patients. We believe we are well positioned to execute on our mission based on the following competitive strengths:

- ***Singular focus on DMD.*** We are singularly focused on meeting the diverse needs of all DMD patients, regardless of their genetic mutation or disease stage.
- ***Deep understanding of the impact of the disease.*** We are founded by people personally touched by DMD, and we have established meaningful partnerships within the DMD community, which provide us with unique insights into the disease.
- ***Rigorous product candidate selection process.*** We subject each potential product candidate to a highly focused, data-driven selection process that lies at the core of our business model.
- ***Highly experienced management team focused on DMD.*** Our management team has extensive expertise in DMD, gene therapy, product discovery, research and development, manufacturing and business strategy and finance.
- ***Network of world-renowned experts advising our development efforts.*** We have assembled a scientific advisory board and a broad network of the world's leading experts in DMD, gene therapy, biologics manufacturing, immunology and clinical development.
- ***Foundational work in scalable manufacturing processes.*** We are working to develop a scalable manufacturing process to meet future clinical and commercial production needs for SGT-001.

Our strategic priorities

Our disease-focused business model is purpose-built to identify and accelerate the discovery and development of multiple product candidates. Key elements of our strategy include the following:

- Rapidly advance SGT-001 through clinical trials and deliver it to patients;
- Continue to advance SB-001 and SB-002 through preclinical development;
- Continue to build our product pipeline with high-potential product candidates for DMD;
- Continue to scale our manufacturing process to meet clinical and commercial needs;
- Develop tools to accelerate the discovery and development of therapies for DMD; and
- Partner with the DMD community to inform our programs.

Risks associated with our business

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described in "Risk factors" before making a decision to invest in our common stock. If any of these risks actually

occurs, our business, financial condition, results of operations and prospects would likely be materially adversely affected. In that event, the trading price of our common stock could decline, and you could lose part or all of your investment. Below is a summary of some of the principal risks we face:

- We have incurred significant net losses since inception and anticipate that we will continue to incur net losses for the foreseeable future and may never achieve or maintain profitability.
- Even if this offering is successful, we will need additional funding, which may not be available on acceptable terms, or at all. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate our product development efforts or other operations.
- We have never generated revenue from product sales and do not expect to do so for the next several years, if ever.
- SGT-001 is a gene transfer candidate based on a novel technology, which makes it difficult to predict the time and cost of development and of subsequently obtaining regulatory approval.
- Success in preclinical studies may not be indicative of results obtained in later trials.
- Even if we complete the necessary clinical trials, we cannot predict when, or if, we will obtain regulatory approval to commercialize SGT-001 or our other product candidates and the approval may be for a more narrow indication than we seek.
- Even if we obtain and maintain approval for SGT-001 or our other product candidates from the U.S. Food and Drug Administration, or the FDA, we may never obtain approval for our product candidates outside of the United States, which would limit our market opportunities and adversely affect our business.
- We face significant competition.
- We have limited gene transfer manufacturing experience and could experience production problems and delays in obtaining regulatory approval of our manufacturing processes, which could result in delays in the development or commercialization of SGT-001 or our other product candidates.
- Although we intend to establish our own SGT-001 manufacturing facility, we expect to utilize third parties to conduct our product manufacturing for the foreseeable future. Therefore, we are subject to the risk that these third parties may not perform satisfactorily or meet regulatory requirements.
- If we are unable to establish sales, distribution and marketing capabilities or enter into agreements with third parties to market and sell SGT-001 and our other product candidates, we will be unable to generate any product revenue.
- The commercial success of SGT-001 and our other product candidates, if approved, will depend upon market acceptance by physicians, patients, third-party payors and others in the medical community.
- Negative public opinion and increased regulatory scrutiny of gene therapy may damage public perception of the safety of our SGT-001 gene transfer product candidate and adversely affect our ability to conduct our business or obtain regulatory approvals for SGT-001.
- We rely heavily on our license agreements for rights to intellectual property granted to us by others to develop and commercialize SGT-001.
- If we are unable to obtain and maintain patent protection for our product candidates or if the scope of the patent protection obtained is not sufficiently broad, our competitors could develop and commercialize products similar or identical to ours, and our ability to successfully commercialize our product candidates may be adversely affected.

- If we are unable to conduct our business without infringing or otherwise violating any intellectual property rights of any third party, our ability to successfully commercialize our product candidates may be adversely affected.
- We have identified material weaknesses in our internal control over financial reporting. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial condition or results of operations.

Implications of being an emerging growth company

We qualify as an "emerging growth company" as defined in the Jumpstart our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other burdens that are otherwise applicable generally to public companies. These provisions include:

- inclusion of only two years, as compared to three years, of audited financial statements in addition to any required unaudited interim financial statements with correspondingly reduced "Management's discussion and analysis of financial condition and results of operations" disclosure;
- an exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act;
- an exemption from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation;
- reduced disclosure about executive compensation arrangements; and
- an exemption from the requirement to seek non-binding advisory votes on executive compensation or golden parachute arrangements.

We may take advantage of these provisions until we are no longer an emerging growth company. We will remain an emerging growth company until the earliest of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least $1.07 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the prior June 30th, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

We have taken advantage of the reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different from the information you receive from other public companies that are not emerging growth companies.

The JOBS Act permits an emerging growth company such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to private companies. We have irrevocably elected to opt out of this provision and, as a result, we will comply with new or revised accounting standards when they are required to be adopted by public companies that are not emerging growth companies.

Our corporate information

We were originally formed as SOLID Ventures Management , LLC in March 2013 as a Delaware limited liability company. We changed our name in June 2015 to Solid Biosciences, LLC. Prior to the effectiveness of the registration statement of which this prospectus forms a part, we will convert into a Delaware corporation pursuant to a statutory conversion and be renamed Solid Biosciences Inc. In addition, entities affiliated with certain of our unitholders will be merged with and into us. See "Corporate conversion."

Our principal executive offices are located at 161 First Street, Third Floor, Cambridge, MA 02142. Our main telephone number is (617) 337-4680. Our internet website is www.solidbio.com. The information contained in, or that can be accessed through, our website is not incorporated by reference and is not a part of this prospectus.

Trademark notice

We have registered trademarks with the U.S. Patent and Trademark Office, or USPTO, for the marks “SOLID BIOSCIENCES”, “SOLID GT” and “SOLID”. All other trademarks, service marks and trade names in this prospectus are the property of their respective owners. We have omitted the ® and ™ designations, as applicable, for the trademarks used in this prospectus.

THE OFFERING

Common stock offered by us	shares
Common stock to be outstanding after this offering	shares
Option to purchase additional shares	We have granted the underwriters a 30-day option to purchase up to additional shares of our common stock.
Use of proceeds	We expect to receive net proceeds from this offering of approximately $ million, or approximately $ million if the underwriters exercise their option to purchase additional shares of our common stock in full, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering (including any additional proceeds that we may receive if the underwriters exercise their option to purchase additional shares of our common stock) as follows: approximately $ million to fund research and development expenses, including clinical trials for SGT-001; approximately $ for capital expenditures; and the remainder for general and administrative expenses and other general corporate purposes. See “Use of proceeds.”
Proposed symbol	We intend to apply to list our common stock on the under the symbol “ .”
Risk factors	Investing in our common stock involves a high degree of risk. See “Risk factors” beginning on page 14 of this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common stock.
Conflicts of interest	Because an affiliate of J.P. Morgan Securities LLC, an underwriter in this offering, owns in excess of 10% of our issued and outstanding equity interests, J.P. Morgan Securities LLC is deemed to have a “conflict of interest” within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, or FINRA. Accordingly, this offering is being made in compliance with the requirements of FINRA Rule 5121. In accordance with this rule, Goldman Sachs & Co. LLC has assumed the responsibilities of acting as a qualified independent underwriter and has participated in due diligence and the preparation of this prospectus and the registration statement of which this prospectus is a part. For more information, please see “Underwriting (conflicts of interest)—Conflicts of interest.”

The number of shares outstanding after this offering is based on the number of shares of our common stock outstanding as of June 30, 2017, after giving effect to the Corporate Conversion and shares of our common stock issuable to certain of our executive officers upon consummation of this offering, and excludes:

- shares of our common stock reserved for issuance under our Solid Biosciences, LLC Amended and Restated Equity Incentive Plan, or the Existing Plan, as of June 30, 2017; and
- shares of our common stock reserved for issuance under our 2017 Omnibus Incentive Plan, or the 2017 Plan, which we expect to adopt in connection with this offering.

Unless otherwise indicated, all information in this prospectus assumes:

- the completion of the Corporate Conversion, as a result of which all outstanding units of Solid Biosciences, LLC will be converted into shares of common stock of Solid Biosciences Inc., on a -for-one basis;
- an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus; and
- no exercise by the underwriters of their option to purchase additional shares of our common stock.

SUMMARY CONSOLIDATED FINANCIAL DATA

You should read the following summary consolidated financial data together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Cash and capitalization," "Selected consolidated financial data" and "Management's discussion and analysis of financial condition and results of operations" sections of this prospectus. We have derived the consolidated statements of operations data for the years ended December 31, 2015 and 2016 from our audited consolidated financial statements appearing at the end of this prospectus. The consolidated statement of operations data for the three months ended March 31, 2016 and 2017 and the consolidated balance sheet data as of March 31, 2017 have been derived from our unaudited consolidated financial statements appearing at the end of this prospectus, which have been prepared on the same basis as the audited consolidated financial statements. In the opinion of management, the unaudited consolidated financial statements reflect all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information in those consolidated statements. Our historical results are not necessarily indicative of results that should be expected in any future period, and our results for any interim period are not necessarily indicative of results that should be expected for any full year.

	Year ended December 31,		Three months ended March 31,	
(in thousands, except units and per unit data)	2015	2016	2016	2017
Consolidated statements of operations data:				
Revenue	$ —	$ —	$ —	$ —
Operating expenses:				
Research and development	4,192	20,116	2,923	8,733
General and administrative	2,372	5,460	1,146	5,380
Total operating expenses	6,564	25,576	4,069	14,113
Loss from operations	(6,564)	(25,576)	(4,069)	(14,113)
Other income (expense):				
Revaluation of preferred unit tranche rights	(103)	1,163	992	—
Interest and other income	3	640	86	238
Total other income (expense), net	(100)	1,803	1,078	238
Net loss	$ (6,664)	$ (23,773)	$ (2,991)	$ (13,875)
Net loss per unit attributable to common unitholders, basic and diluted (1)	$ (7.61)	$ (10.14)	$ (0.99)	$ (0.01)
Weighted average common units outstanding, basic and diluted (1)	846,569	1,698,904	1,666,529	3,047,759

	Year ended December 31, 2016	Three months ended March 31, 2017
Pro forma as adjusted net loss per share (2):		
Pro forma as adjusted net loss per share, basic and diluted	$	$
Pro forma as adjusted weighted average shares outstanding, basic and diluted		

(in thousands)	As of March 31, 2017		
	Actual	Pro forma (3)	Pro forma as adjusted (2)(3)(4)
Consolidated balance sheet data:			
Cash, cash equivalents and available-for-sale securities	$ 51,952	$ 51,952	$
Working capital (5)	46,190	46,190	
Total assets	55,028	55,028	
Redeemable preferred units	69,177	—	
Accumulated members' deficit	(84,955)	(84,955)	
Total members'/stockholders' equity (deficit)	(22,041)	47,136	

(1) See Note 15 to our financial statements appearing at the end of this prospectus for details on the calculation of basic and diluted net loss per unit attributable to common unitholders.

(2) Pro forma as adjusted gives effect to (i) our Corporate Conversion and (ii) the sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. This pro forma as adjusted information is illustrative only and will depend on the actual initial public offering price and other terms of this offering determined at pricing.

(3) Pro forma gives effect to the Corporate Conversion. Pro forma information is illustrative only.

(4) A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash, cash equivalents and available-for-sale securities, working capital, total assets and total stockholders' equity by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash, cash equivalents and available-for-sale securities, working capital, total assets and total stockholders' equity by $ million, assuming no change in the assumed initial public offering price per share and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

(5) We define working capital as current assets less current liabilities.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements, which involve risks and uncertainties. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms “believe,” “estimate,” “project,” “anticipate,” “expect,” “seek,” “predict,” “continue,” “possible,” “intend,” “may,” “might,” “will,” “could,” would” or “should” or, in each case, their negative, or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this prospectus and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our product candidates, research and development and clinical trial plans, commercialization objectives, prospects, strategies, the industry in which we operate and potential collaborations. We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are based upon information available to us on the date of this prospectus. Important factors that could cause our results to vary from expectations include, but are not limited to:

- the timing, progress and results of preclinical studies and clinical trials for SGT-001 and our other product candidates;
- our ability to obtain and maintain U.S. regulatory approval of SGT-001, and the timing and scope thereof;
- our ability to obtain and maintain foreign regulatory approvals, and the timing and the scope thereof;
- the size of the patient populations for SGT-001 and our other product candidates, if approved for commercial use;
- our manufacturing capabilities and strategy, including the scalability and commercial viability of our manufacturing methods and processes;
- our ability to successfully commercialize SGT-001 and our other product candidates, if approved;
- the pricing and reimbursement of SGT-001 and any other product candidates we may develop, if approved;
- the establishment of sales, marketing and distribution capabilities and entry into agreements with third parties to market and sell SGT-001 or our other product candidates, if approved;
- the rate and degree of market acceptance and clinical utility of SGT-001 and any other product candidates we may develop and for which we may receive approval;
- our expenses, ongoing losses, future revenue, capital requirements and need for and ability to obtain additional financing;
- our ability to identify, recruit and retain key personnel;
- our and our licensors’ ability to prosecute, maintain, protect and enforce our intellectual property rights for SGT-001 and our other product candidates, and the scope of such protection;
- our ability to avoid and defend against intellectual property infringement, misappropriation and other claims;
- our competition and market development; and
- the impact of laws and regulations on our operations.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. We caution you that forward-looking

statements are not guarantees of future performance and that our actual results of operations, financial condition, business and prospects may differ materially from those made in or suggested by the forward-looking statements contained in this prospectus. In addition, even if our results of operations, financial condition, business and prospects are consistent with the forward-looking statements contained in this prospectus, those results may not be indicative of results in subsequent periods.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement of which this prospectus is a part completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider carefully the risks and uncertainties described below, together with all of the other information in this prospectus, including our consolidated financial statements and related notes included elsewhere in this prospectus, before making an investment decision. If any of the following risks are realized, our business, financial condition, results of operations and prospects would likely be materially and adversely affected. In that event, the trading price of our common stock could decline and you could lose part or all of your investment.

Risks related to our financial position and need for additional capital

We have incurred significant net losses since inception and anticipate that we will continue to incur net losses for the foreseeable future and may never achieve or maintain profitability.

Since inception, we have incurred significant net losses. Our net losses were $6.7 million and $23.8 million for the years ended December 31, 2015 and 2016, respectively, and $13.9 million for the three months ended March 31, 2017. As of March 31, 2017, we had an accumulated deficit of $85.0 million. To date, we have devoted substantially all of our efforts to research and development, including clinical development of our gene transfer product candidate, SGT-001, as well as to building out our management team and infrastructure. We expect that it could be several years, if ever, before we have a commercialized product. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. We anticipate that our expenses will increase substantially if, and as, we:

- conduct our additional preclinical research of SGT-001 and clinical trials;
- continue research and preclinical development of our other product candidates;
- seek to identify additional product candidates;
- seek marketing approvals for our product candidates that successfully complete clinical trials, if any;
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- arrange for manufacture of larger quantities of our product candidates for clinical development and potential commercialization;
- maintain, expand, protect and enforce our intellectual property portfolio;
- hire and retain additional clinical, quality control and scientific personnel;
- build out new facilities or expand existing facilities to support our ongoing development activity;
- acquire or in-license other drugs, technologies and intellectual property; and
- add operational, financial and management information systems and personnel.

To become and remain profitable, we must develop and eventually commercialize one or more product candidates with significant market potential. This will require us to be successful in a range of challenging activities, and our expenses will increase substantially as we seek to complete preclinical testing and clinical trials of SGT-001, obtain marketing approval for SGT-001, develop and validate commercial-scale manufacturing processes, manufacture, market and sell any future product candidates for which we may obtain marketing approval and satisfy any post-marketing requirements. We may never succeed in any or all of these activities and, even if we do, we may never generate revenue that is significant or large enough to achieve profitability. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business or continue our operations. A decline in the value of our company also could cause stockholders to lose all or part of their investment.

Even if this offering is successful, we will need additional funding, which may not be available on acceptable terms, or at all. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate our product development efforts or other operations.

We expect our expenses to increase in connection with our ongoing activities, particularly as we continue the research and development of, file an IND application and receive approval for, initiate clinical trials for, and seek marketing approval for, SGT-001 and our other product candidates. In addition, if we obtain marketing approval for SGT-001 and our other product candidates, we expect to incur significant expenses related to product sales, marketing, manufacturing and distribution. Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. While we believe that the net proceeds from this offering and our existing cash, cash equivalents and available-for-sale securities will be sufficient to fund our current operating plans through at least the next 12 months, we anticipate that we will need additional funding to complete the development of SGT-001 and our other product candidates.

Our future capital requirements will depend on many factors, including:

- the progress and results of our planned clinical trials of SGT-001 and our other product candidates;
- the costs, timing and outcome of regulatory review of SGT-001 and our other product candidates;
- the scope, progress, results and costs of discovery, laboratory testing, manufacturing, preclinical development and clinical trials for other product candidates that we may pursue in the future, if any;
- the costs associated with our manufacturing process development and evaluation of third-party manufacturers;
- the costs associated with constructing and validating our own manufacturing facility;
- revenue, if any, received from commercial sale of SGT-001 or other product candidates, should any of our product candidates receive marketing approval;
- the costs of preparing, filing and prosecuting patent applications, maintaining, defending and enforcing our intellectual property rights and defending intellectual property-related claims;
- the terms of our current and any future license agreements and collaborations; and
- the extent to which we acquire or in-license other product candidates, technologies and intellectual property.

Identifying potential product candidates and conducting preclinical testing and clinical trials is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval and achieve product sales. In addition, our product candidates, if approved, may not achieve commercial success. Our product revenue, if any, will be derived from or based on sales of product candidates that may not be commercially available for many years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all.

Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our technologies, SGT-001 or our other product candidates.

We may seek additional capital through a combination of public and private equity offerings, debt financings, strategic partnerships and alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted and the terms may include liquidation or other preferences that adversely affect your rights as a stockholder. The incurrence of indebtedness would result in increased fixed payment obligations and could involve restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire or license intellectual property rights and other operating restrictions that could adversely impact our ability to

conduct our business. If we raise additional funds through strategic partnerships and alliances and licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, SGT-001 or our other product candidates, or grant licenses on terms unfavorable to us.

We have never generated revenue from product sales and do not expect to do so for the next several years, if ever.

Our ability to generate revenue from product sales and achieve profitability depends on our ability, alone or with collaborative partners, to successfully complete the development of, and obtain the regulatory approvals necessary to commercialize, SGT-001 and our other product candidates, including SB-001 and SB-002, and any other product candidates that we may pursue in the future. We do not anticipate generating revenue from product sales for the next several years, if ever. Our ability to generate future revenue from product sales depends heavily on our success in:

- completing research and development of SGT-001 and our other product candidates in a timely and successful manner;
- seeking and obtaining regulatory and marketing approvals for any product candidates for which we complete clinical trials;
- launching and commercializing SGT-001 and any other product candidates for which we obtain regulatory and marketing approval by establishing a sales force and marketing and distribution infrastructure or, alternatively, collaborating with a commercialization partner;
- maintaining and enhancing a commercially viable, sustainable, scalable, reproducible and transferable manufacturing process for SGT-001 and our other product candidates that is compliant with current good manufacturing practices, or cGMPs;
- establishing and maintaining supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and the market demand for SGT-001 and our other product candidates, if approved;
- obtaining market acceptance, if and when approved, of SGT-001 and our other product candidates as a viable treatment option by patients, the medical community and third-party payors;
- qualifying for coverage and adequate reimbursement by government and third-party payors for SGT-001 and our other product candidates both in the U.S. and internationally;
- effectively addressing any competing technological and market developments;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter and performing our obligations under such arrangements;
- maintaining, protecting, enforcing and expanding our portfolio of intellectual property rights, including patents, trademarks, trade secrets and know-how;
- avoiding and defending against intellectual property infringement, misappropriation and other claims;
- implementing additional internal systems and infrastructure, as needed; and
- attracting, hiring and retaining qualified personnel.

Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We are a development-stage company founded in 2013. Our operations to date, with respect to the development of SGT-001 and our other product candidates, have been limited to organizing and staffing our company, business planning, raising capital, acquiring rights to our technology, identifying SGT-001 as a

potential gene transfer product candidate and undertaking a preclinical trial of that product candidate and establishing research and development and manufacturing collaborations. We have not yet demonstrated the ability to complete clinical trials of SGT-001 or any other product candidate, obtain marketing approvals, manufacture a commercial-scale product or conduct sales and marketing activities necessary for successful commercialization. Consequently, any predictions you make about our prospects may not be as accurate as they could be if we had a longer operating history.

Our auditors have expressed substantial doubt about our ability to continue as a going concern, which may hinder our ability to obtain further financing.

Our recurring losses from operations raise substantial doubt about our ability to continue as a going concern. As a result, our independent registered public accounting firm included an explanatory paragraph in its report on our consolidated financial statements for the year ended December 31, 2016 with respect to this uncertainty. Our ability to continue as a going concern will require us to obtain additional funding. We believe that the net proceeds from this offering and our existing cash, cash equivalents and available-for-sale securities will be sufficient to fund our current operating plans through at least the next 12 months. We have based these estimates, however, on assumptions that may prove to be wrong, and we could spend our available financial resources much faster than we currently expect and need to raise additional funds sooner than we anticipate. If we are unable to raise capital when needed or on acceptable terms, we would be forced to delay, reduce or eliminate our research and development programs and commercialization efforts.

Risks related to the development of our product candidates

SGT-001 is a gene transfer candidate based on a novel technology, which makes it difficult to predict the time and cost of development and of subsequently obtaining regulatory approval. To our knowledge, no gene transfer products have been approved in the United States for commercialization and only two such products have been approved in the European Union.

We have concentrated our research and development efforts on SGT-001 for the treatment of DMD and our future success depends on our successful development of that product candidate. Our risk of failure is high. We may experience problems or delays in developing SGT-001. Any such problems or delays would cause unanticipated costs, and any development problems may not be solved. For example, we may uncover a previously unknown risk associated with SGT-001 that may be more problematic than we currently believe and this may prolong the period of observation required for obtaining regulatory approval or may necessitate additional clinical testing.

In addition, the product specifications and the clinical trial requirements of the FDA, the European Commission, the European Medicines Agency, or the EMA, and other regulatory authorities and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty and intended use and market of such product candidate. The regulatory approval process for novel product candidates such as ours is unclear and can be more expensive and take longer than for other, better known or more extensively studied product candidates. To our knowledge, only two gene transfer products, uniQure N.V.'s Glybera and GlaxoSmithKline plc's Strimvelis, have received marketing authorization from the European Commission and none have received FDA approval. As a result, it is difficult to determine how long it will take or how much it will cost to obtain regulatory approvals for SGT-001 in either the United States or the European Union. Approvals by the European Commission may not be indicative of what the FDA may require for approval and vice versa.

We are in the process of conducting preclinical studies. We have never conducted clinical trials, and may be unable to do so for any product candidates we may develop, including SGT-001.

We will need to successfully complete our ongoing preclinical studies and complete clinical trials in order to obtain FDA approval to market SGT-001 or our other product candidates. We have not previously conducted any

clinical trials, have limited experience in preparing, submitting and prosecuting regulatory filings, and have not previously submitted a biologics license application, or BLA, for any product candidate. We cannot be sure that submission of an IND will result in the FDA allowing clinical studies to begin or that, once begun, issues will not arise that suspend or terminate such studies. Carrying out later-stage clinical trials and the submission of a successful BLA is a complicated process. This may be particularly true for design of a pivotal trial for the treatment of DMD as the FDA has not given clear guidance as to the necessary endpoints for approval of a treatment for DMD. In addition, we have had limited interactions with the FDA and cannot be certain how many clinical trials of SGT-001 or our other product candidates will be required or how such trials should be designed. Consequently, we may be unable to successfully and efficiently execute and complete necessary clinical trials in a way that leads to BLA submission and approval of SGT-001 or our other product candidates. We may require more time and incur greater costs than our competitors and may not succeed in obtaining regulatory approvals of product candidates that we develop. Failure to commence or complete, or delays in, clinical trials, could prevent us from or delay us in commercializing SGT-001 and our other product candidates.

Success in preclinical studies may not be indicative of results obtained in later trials.

Results from preclinical studies are not necessarily predictive of future clinical trial results and are not necessarily indicative of final results. There is a high failure rate for gene therapy and biologic products proceeding through clinical trials. Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials even after achieving promising results in preclinical testing and earlier-stage clinical trials. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit or prevent regulatory approval. We also may experience regulatory delays or rejections as a result of many factors, including due to changes in regulatory policy during the period of our product candidate development. Our preclinical studies for SGT-001 in animals have been limited and SGT-001 has not been tested in humans. SGT-001 or our other product candidates may fail to show the desired safety and efficacy in clinical development despite positive results in preclinical studies. This failure would cause us to abandon SGT-001 or our other product candidates.

We may encounter substantial delays in our clinical trials or we may fail to demonstrate safety and efficacy to the satisfaction of applicable regulatory authorities.

Before obtaining marketing approval from regulatory authorities for the sale of SGT-001 or our other product candidates, we must conduct extensive clinical trials to demonstrate the safety and efficacy of the product candidate for its intended indications. Clinical testing is expensive, time-consuming and uncertain as to outcome. We cannot guarantee that any clinical trials will be conducted as planned or completed on schedule, if at all. A failure of one or more clinical trials can occur at any stage of testing. Events that may prevent successful or timely completion of clinical development include:

- delays in reaching a consensus with regulatory authorities on trial design;
- delays in reaching agreement on acceptable terms with prospective contract research organizations, or CROs, and clinical trial sites;
- delays in opening clinical trial sites or obtaining required institutional review board, or IRB, or independent ethics committee approval at each clinical trial site;
- delays in recruiting suitable subjects to participate in our clinical trials, including because such trials may be placebo-controlled trials and patients are not guaranteed to receive treatment with our product candidates;
- failure by us, any CROs we engage or any other third parties to adhere to clinical trial requirements;
- failure to perform in accordance with FDA good clinical practices, or GCP, or applicable regulatory guidelines in the European Union and other countries;

- delays in the testing, validation, manufacturing and delivery of SGT-001 or our other product candidates to the clinical sites, including delays by third parties with whom we have contracted to perform certain of those functions;
- delays in subjects completing participation in a trial or returning for post-treatment follow-up;
- clinical trial sites or subjects dropping out of a trial;
- selection of clinical endpoints that require prolonged periods of clinical observation or analysis of the resulting data;
- imposition of a clinical hold by regulatory authorities as a result of a serious adverse event or after an inspection of our clinical trial operations, trial sites or manufacturing facilities;
- occurrence of serious adverse events in trials of the same class of agents conducted by other sponsors; or
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols.

Additionally, if the results of any future clinical trials are inconclusive or if there are safety concerns or serious adverse events associated with SGT-001 or our other product candidates, we may:

- be delayed or fail in obtaining marketing approval for SGT-001 or our other product candidates;
- obtain approval for indications or patient populations that are not as broad as we intended or desired;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be subject to changes in the way the products are administered;
- be required to perform additional clinical trials to support approval or be subject to additional post-marketing testing requirements;
- have regulatory authorities withdraw, or suspend, their approval of the product or impose restrictions on its distribution in the form of a modified Risk Evaluation and Mitigation Strategy, or REMS;
- be sued and held liable for harm caused to patients; or
- experience damage to our reputation.

Our product development costs will increase if we experience delays in testing or marketing approvals. In addition, if we make manufacturing or other changes to SGT-001 or our other product candidates, we may need to conduct additional studies to bridge our modified product candidates to earlier versions. We do not know whether any of our preclinical studies or clinical trials will begin as planned, will need to be restructured or will be completed on schedule, or at all. Significant preclinical or clinical study or trial delays also could shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do and impair our ability to successfully commercialize our product candidates.

If our third-party clinical trial vendors fail to comply with strict regulations, the clinical trials for SGT-001 or our other product candidates may be delayed or unsuccessful.

We do not have the personnel capacity to conduct or manage the clinical trials that will be necessary for the development of SGT-001 or our other product candidates. We will rely on third parties to assist us in managing, monitoring and conducting our clinical trials. If these third parties fail to comply with applicable regulations or do not adequately fulfill their obligations under the terms of our agreements with them, we may not be able to enter into alternative arrangements without undue delay or additional expenditures and, therefore, the clinical trials for SGT-001 or our other product candidates may be delayed or unsuccessful.

Furthermore, the FDA can be expected to inspect some or all of the clinical sites participating in our clinical trials to determine if our clinical trials are being conducted according to GCPs. If the FDA determines that these clinical sites are not in compliance with applicable regulations, we may be required to delay, repeat or terminate the clinical trials.

We may find it difficult to enroll patients in our clinical trials, which could delay or prevent us from proceeding with clinical trials of SGT-001 or our other product candidates.

Identifying and qualifying patients to participate in any clinical trials of SGT-001 and our other product candidates is critical to our success. The timing of any clinical trials depends on our ability to recruit patients to participate as well as complete required follow-up periods. If patients are unwilling to participate in our gene therapy studies because of negative publicity from adverse events related to the biotechnology or gene therapy fields, competitive clinical trials for similar patient populations, clinical trials in products employing our vector or our platform or for other reasons, the timeline for recruiting patients, conducting studies and obtaining regulatory approval of SGT-001 may be delayed. We may also experience delays if patients withdraw from the clinical trial or do not complete the required monitoring period. These delays could result in increased costs, delays in advancing SGT-001 or our other product candidates, delays in testing the effectiveness of SGT-001 and our other product candidates or termination of clinical trials altogether.

We may not be able to identify, recruit and enroll a sufficient number of patients, or those with required or desired characteristics, to complete any clinical trials in a timely manner. Patient enrollment and trial completion is affected by many factors, including:

- size of the patient population and the process for identifying subjects;
- design of the trial protocol;
- eligibility and exclusion criteria, including that some patients may have pre-existing antibodies to AAV vectors precluding them from being able to receive AAV-mediated gene transfer;
- perceived risks and benefits of the product candidate under study;
- perceived risks and benefits of gene therapy-based approaches to the treatment of diseases;
- availability of competing therapies and clinical trials;
- severity of the disease;
- proximity and availability of clinical trial sites for prospective subjects;
- ability to obtain and maintain subject consent;
- risk that enrolled subjects will drop out before completion of the trial;
- patient referral practices of physicians;
- ability to monitor subjects adequately during and after treatment; and
- in the case of pivotal trials, the risk that patients may opt not to enroll because they are not assured treatment with our product candidate.

Our ability to successfully initiate, enroll and complete a clinical trial in any foreign country is subject to numerous risks unique to conducting business in foreign countries, including:

- different standards for the conduct of clinical trials;
- absence in some countries of established groups with sufficient regulatory expertise for review of gene therapy protocols;
- difficulty in identifying and partnering with qualified local consultants, physicians and partners; and

- the potential burden of complying with a variety of foreign laws, medical standards and regulatory requirements, including the regulation of pharmaceutical and biotechnology research and products.

Even if we complete the necessary clinical trials, we cannot predict when, or if, we will obtain regulatory approval to commercialize SGT-001 or our other product candidates and the approval may be for a more narrow indication than we seek.

We cannot commercialize SGT-001 or our other product candidates until the appropriate regulatory authorities have reviewed and approved the product candidate. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state and local statutes and regulations require the expenditure of substantial time and financial resources and we may not be able to obtain the required regulatory approvals. Even if our product candidates meet their safety and efficacy endpoints in clinical trials, the regulatory authorities may not complete their review processes in a timely manner, or we may not be able to obtain regulatory approval. Additional delays may result if an FDA advisory committee or other regulatory authority recommends non-approval or restrictions on approval. In addition, we may experience delays or rejections based upon additional government regulation from future legislation or administrative action or changes in regulatory authority policy during the period of product development, clinical trials and the regulatory review process.

Even if we receive regulatory approval, regulatory authorities may approve a product candidate for more limited indications than requested or they may impose significant limitations in the form of narrow indications, warnings or a Risk Evaluation and Mitigation Strategies, or REMS. Regulatory authorities may require precautions or contra-indications with respect to conditions of use or they may grant approval subject to the performance of costly post-marketing clinical trials. In addition, regulatory authorities may not approve the labeling claims that are necessary or desirable for the successful commercialization of our product candidates. Any of the foregoing scenarios could materially harm the commercial prospects for our product candidates.

Our product candidates may cause undesirable side effects or have other properties that could delay or prevent their regulatory approval, limit their commercial potential or result in significant negative consequences following any potential marketing approval.

During the conduct of clinical trials, patients may experience changes in their health, including illnesses, injuries, discomforts or a fatal outcome. Often, it is not possible to determine whether the product candidate being studied caused these conditions. In addition, it is possible that as we test SGT-001 or our other product candidates in larger, longer and more extensive clinical programs, or as use of these product candidates becomes more widespread if they receive regulatory approval, illnesses, injuries, discomforts and other adverse events that were observed in earlier trials, as well as conditions that did not occur or went undetected in previous trials, will be reported by subjects. Many times, side effects are only detectable after investigational products are tested in large-scale, Phase III clinical trials or, in some cases, after they are made available to patients on a commercial scale after approval. If additional clinical experience indicates that SGT-001 or any other product candidate has side effects or causes serious or life-threatening side effects, the development of the product candidate may fail or be delayed, or, if the product candidate has received regulatory approval, such approval may be revoked.

There have been several significant adverse side effects in gene therapy treatments in the past, including reported cases of leukemia and death seen in other trials using other vectors. While new recombinant vectors have been developed with the intent to reduce these side effects, gene therapy is still a relatively new approach to disease treatment and additional adverse side effects could develop. Patients will create antibodies to the AAV vector and a second administration of gene transfer would not be successful. There also is the potential risk of delayed adverse events following exposure to gene therapy products due to persistent biologic activity of the genetic material or other components of products used to carry the genetic material. Possible adverse side effects that may occur with treatment with gene therapy products include an immunologic reaction early after administration that could substantially limit the effectiveness of the treatment or represent safety risks for patients. Additionally, in previous clinical trials involving AAV vectors for gene therapy, some subjects

experienced the development of a positive ELISPOT test associated with T-cell responses, which is of unclear clinical translatability. If T-cells are activated, the cellular immune response system may trigger the removal of transduced cells. If our gene transfer candidate demonstrates a similar effect, we may decide or be required to halt or delay further clinical development of SGT-001.

In addition to side effects caused by SGT-001 and our other product candidates, the administration process or related procedures also can cause adverse side effects. For example, integration of AAV deoxyribonucleic acid, or DNA, into the host cell's genome has been reported to occur. Further, our AAV delivery system has not been validated in human clinical trials previously, and if such delivery system does not meet the safety criteria or cannot provide the desired efficacy results, then we may be forced to suspend or terminate our development of SGT-001. If in the future we are unable to demonstrate that such adverse events were not caused by the administration process or related procedures, the FDA, the European Commission, the EMA or other regulatory authorities could order us to cease further development of, or deny approval of, SGT-001 or our other product candidates for any or all targeted indications. Even if we are able to demonstrate that any serious adverse events are not product-related, such occurrences could affect patient recruitment or the ability of enrolled patients to complete the trial.

Additionally, if SGT-001 or our other product candidates receive marketing approval, the FDA could require us to adopt a REMS to ensure that the benefits outweigh the risks, which may include, among other things, a medication guide outlining the risks of the product for distribution to patients and a communication plan to health care practitioners. Furthermore, if we or others later identify undesirable side effects caused by SGT-001 or our other product candidates, several potentially significant negative consequences could result, including:

- regulatory authorities may suspend or withdraw approvals of such product candidate;
- regulatory authorities may require additional warnings on the label;
- we may be required to change the way a product candidate is administered or conduct additional clinical trials;
- we could be sued and held liable for harm caused to patients; and
- our reputation may suffer.

Even if we obtain regulatory approval for a product candidate, our product candidates will remain subject to regulatory oversight.

Even if we obtain any regulatory approval for SGT-001 or our other product candidates, we will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping and submission of safety and other post-market information. Any regulatory approvals that we receive for our product candidates may also be subject to a REMS, limitations on the approved indicated uses for which the product may be marketed or conditions of approval, or requirements for potentially costly post-marketing testing, including Phase IV clinical trials, and surveillance to monitor the quality, safety and efficacy of the product. Advertising and promotional materials must comply with FDA rules and are subject to FDA review, in addition to other potentially applicable federal and state laws.

If we fail to comply with applicable regulatory requirements following approval of SGT-001 or our other product candidates, a regulatory authority may, among other things, suspend or withdraw regulatory approval, narrow the product label, restrict the marketing or manufacturing of the product, suspend any ongoing clinical trials or seize or detain the product or otherwise require the withdrawal of the product from the market.

Even if we obtain and maintain approval for SGT-001 or our other product candidates from the FDA, we may never obtain approval for our product candidates outside of the United States, which would limit our market opportunities and adversely affect our business.

Even if we receive FDA approval of SGT-001 or our other product candidates in the United States, approval of a product candidate in the United States by the FDA does not ensure approval of such product candidate by regulatory authorities in other countries or jurisdictions, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. Future sales of our product candidates outside of the United States will be subject to foreign regulatory requirements governing clinical trials, manufacturing and marketing approval. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and more onerous than, those in the United States, including additional preclinical studies or clinical trials. In many countries outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that country. We intend to submit a marketing authorization application, or MAA, to the EMA for approval of SGT-001 in the European Union, but obtaining such approval from the European Commission following the opinion of the EMA is a lengthy and expensive process. Regulatory authorities in countries outside of the United States and the European Union also have requirements for approval of product candidates with which we must comply prior to marketing in those countries. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of SGT-001 or our other product candidates in certain countries.

Further, clinical trials conducted in one country may not be accepted by regulatory authorities in other countries. Also, regulatory approval for SGT-001 or our other product candidates may be withdrawn. If we fail to comply with the regulatory requirements, our target market will be reduced, and our ability to realize the full market potential of our product candidates will be harmed.

Regulatory requirements governing gene and cell therapy products have changed frequently and may continue to change in the future.

The FDA has established the Office of Tissues and Advanced Therapies, or OTAT, within its Center for Biologics Evaluation and Research, or CBER, to consolidate the review of gene therapy and related products, and has established the Cellular, Tissue and Gene Therapies Advisory Committee to advise CBER in its review. Gene therapy clinical trials conducted at institutions that receive funding for recombinant DNA research from the United States National Institutes of Health, or the NIH, also are potentially subject to review by the NIH Office of Biotechnology Activities' Recombinant DNA Advisory Committee, or the RAC; however, the NIH recently announced that the RAC will soon only publicly review clinical trials if the trials cannot be evaluated by standard oversight bodies and pose unusual risks. Although the FDA decides whether individual gene therapy protocols may proceed, the RAC public review process, if undertaken, can delay the initiation of a clinical trial, even if the FDA has reviewed the trial design and details and approved its initiation. Conversely, the FDA can put an IND on a clinical hold even if the RAC has provided a favorable review or an exemption from in-depth, public review. If we were to engage an NIH-funded institution to conduct a clinical trial, that institution's institutional biosafety committee, or IBC, as well as its IRB would need to review the proposed clinical trial to assess the safety of the trial. In addition, adverse developments in clinical trials of gene therapy products conducted by others may cause the FDA or other oversight bodies to change the requirements for approval of our product candidates. Similarly, the EMA may issue new guidelines concerning the development and marketing authorization for gene therapy products and require that we comply with these new guidelines.

In addition, ethical, social and legal concerns about gene therapy, genetic testing and genetic research could result in additional regulations or prohibiting the processes we may use. Federal and state agencies, congressional committees and foreign governments have expressed their intentions to further regulate biotechnology. More restrictive regulations or claims that our product candidates are unsafe or pose a hazard could prevent us from commercializing any products. New government requirements may be established that could delay or prevent

regulatory approval of our product candidates under development. It is impossible to predict whether legislative changes will be enacted, regulations, policies or guidance changed, or interpretations by agencies or courts changed, or what the impact of such changes, if any, may be.

As we advance SGT-001 and our other product candidates, we will be required to consult with these regulatory and advisory groups, and comply with applicable guidelines. These regulatory review committees and advisory groups and any new guidelines they promulgate may lengthen the regulatory review process, require us to perform additional studies, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of SGT-001 or our other product candidates or lead to significant post-approval limitations or restrictions. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a potential product to market could decrease our ability to generate sufficient product revenue.

We may not be able to benefit from orphan drug designation for SGT-001 or any of our product candidates.

The FDA and EMA granted SGT-001 orphan drug designation for the treatment of DMD in August 2016 and September 2016, respectively. The designation of SGT-001 as an orphan drug does not guarantee that any regulatory agency will accelerate regulatory review of, or ultimately approve, that product candidate, nor does it limit the ability of any regulatory agency to grant orphan drug designation to product candidates of other companies that treat the same indications as our product candidate prior to our product candidate receiving exclusive marketing approval.

We may lose orphan drug exclusivity if the FDA or EMA determines that the request for designation was materially defective or if we cannot assure sufficient quantity of the applicable drug to meet the needs of patients with DMD.

Even if we maintain orphan drug exclusivity for SGT-001 or obtain orphan drug exclusivity for our other product candidates, the exclusivity may not effectively protect the product candidate from competition because regulatory authorities still may authorize different drugs for the same condition.

We may seek a breakthrough therapy designation for SGT-001 or our other product candidates, but we might not receive such designation, and even if we do, such designation may not lead to a faster development or regulatory review or approval process.

We may seek a breakthrough therapy designation for SGT-001 or our other product candidates; however, we cannot assure you that SGT-001 or our other product candidates will meet the criteria for that designation. A breakthrough therapy is defined as a therapy that is intended, alone or in combination with one or more other therapies, to treat a serious condition, and preliminary clinical evidence indicates that the therapy may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For therapies and biologics that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Therapies designated as breakthrough therapies by the FDA may also be eligible for priority review if supported by clinical data at the time the new drug application is submitted to the FDA.

Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe that one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. Even if we receive breakthrough therapy designation, the receipt of such designation for a product candidate may not result in a faster development or regulatory review or approval process compared to drugs considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if one or more of our product

candidates qualify as breakthrough therapies, the FDA may later decide that the product candidate no longer meets the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

The FDA has granted RPDD to SGT-001; however, a BLA for SGT-001 may not meet the eligibility criteria for a priority review voucher upon approval.

The FDA has granted RPDD to SGT-001. RPDD does not guarantee that a BLA for such drug will meet the eligibility criteria for a rare pediatric disease priority review voucher at the time the application is approved. We will need to request a rare pediatric disease priority review voucher in our BLA for SGT-001. The use of a priority review voucher allows for a drug to be reviewed by the FDA within six months. However, the FDA may determine that a BLA for SGT-001 does not meet the eligibility criteria for a priority review voucher upon approval.

We may seek fast track designation for SGT-001 or our other product candidates, but we might not receive such designation, and even if we do, such designation may not actually lead to a faster development or regulatory review or approval process.

If a therapy is intended for the treatment of a serious condition and nonclinical or clinical data demonstrate the potential to address unmet medical need for this condition, a drug sponsor may apply for FDA fast track designation. If we seek fast track designation for a product candidate, we may not receive it from the FDA. Even if we receive fast track designation, fast track designation does not ensure that we will receive marketing approval or that approval will be granted within any particular timeframe. We may not experience a faster development or regulatory review or approval process with fast track designation compared to conventional FDA procedures. In addition, the FDA may withdraw fast track designation if it believes that the designation is no longer supported by data from our clinical development program. Fast track designation alone does not guarantee qualification for the FDA's priority review procedures.

We may seek priority review designation for SGT-001 or our other product candidates, but we might not receive such designation, and even if we do, such designation may not lead to a faster development or regulatory review or approval process.

If the FDA determines that a product candidate offers a treatment for a serious condition and, if approved, the product would provide a significant improvement in safety or effectiveness, the FDA may designate the product candidate for priority review. A priority review designation means that the goal for the FDA to review an application is six months, rather than the standard review period of ten months. We may request priority review for our product candidates, however, we cannot assume that SGT-001 or our other product candidates will meet the criteria for that designation. The FDA has broad discretion with respect to whether or not to grant priority review status to a product candidate, so even if we believe a particular product candidate is eligible for such designation or status, the FDA may decide not to grant it. Moreover, a priority review designation does not necessarily mean a faster development or regulatory review or approval process or necessarily confer any advantage with respect to approval compared to conventional FDA procedures. Receiving priority review from the FDA does not guarantee approval within the six-month review cycle or at all.

We face significant competition and our competitors may achieve regulatory approval before us or develop therapies that are more advanced or effective than ours, which may adversely affect our ability to successfully market or commercialize SGT-001 or our other product candidates.

We operate in a highly competitive segment of the biopharmaceutical market. We face competition from many different sources, including larger and better-funded pharmaceutical, specialty pharmaceutical and biotechnology companies, as well as from academic institutions, government agencies and private and public research institutions. Our product candidates, if successfully developed and approved, will compete with

established therapies as well as with new treatments that may be introduced by our competitors. There are a variety of product candidates, including gene therapies, in development for DMD. Many of our competitors have significantly greater financial, product candidate development, manufacturing and marketing resources than we do. Large pharmaceutical and biotechnology companies have extensive experience in clinical testing and obtaining regulatory approval for their products, and mergers and acquisitions within these industries may result in even more resources being concentrated among a smaller number of larger competitors. Our commercial opportunity could be reduced or eliminated if competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any product candidate that we may develop.

We are aware of several companies focused on developing gene therapies in various indications, as well as several companies addressing other methods for modifying genes and regulating gene expression. Any advances in gene therapy technology made by a competitor may be used to develop therapies that could compete against SGT-001.

We may fail to capitalize on other potential product candidates that may represent a greater commercial opportunity or for which there is a greater likelihood of success.

The success of our business depends upon our ability to develop and commercialize SGT-001 and our other product candidates. Because we have limited resources, we may forego or delay pursuit of opportunities with certain programs or product candidates or for indications that later prove to have greater commercial potential than SGT-001 or our other product candidates. Our spending on current and future research and development programs may not yield any commercially viable product candidates. If we do not accurately evaluate the commercial potential for a particular product candidate, we may relinquish valuable rights to that product candidate through strategic collaborations, licensing or other arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate. Alternatively, we may allocate internal resources to a product candidate in a therapeutic area in which it would have been more advantageous to enter into a partnering arrangement. If any of these events occur, we may be forced to abandon our development efforts with respect to a particular product candidate or fail to develop a potentially successful product candidate.

Risks related to the manufacturing and commercialization of SGT-001 and our other product candidates

We may not be successful in finding strategic collaborators for continuing development of SGT-001 or our other product candidates or successfully commercializing or competing in the market for certain indications.

We intend to establish strategic partnerships for developing SGT-001 or our other product candidates due to capital costs required to develop, manufacture and commercialize our product candidates. We may not be successful in our efforts to establish such strategic partnerships or other alternative arrangements because our research and development pipeline may be insufficient, SGT-001 may be deemed to be at too early of a stage of development for collaborative effort or third parties may not view SGT-001 as having the requisite potential to demonstrate safety and efficacy. We cannot be certain that, following a strategic transaction, we will achieve an economic or business benefit that justifies such transaction.

If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms or at all, we may have to curtail, reduce or delay the development of a product candidate, delay its potential commercialization, reduce the scope of any sales or marketing activities or increase our expenditures and undertake development, manufacturing or commercialization activities independently. If we elect to fund our own independent development or commercialization activities, we will need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development, manufacturing and commercialization activities, we may not be able to further develop SGT-001 or our other product candidates.

We have limited gene transfer manufacturing experience and could experience production problems and delays in obtaining regulatory approval of our manufacturing processes, which could result in delays in the development or commercialization of SGT-001 or our other product candidates.

The manufacturing process we use to produce SGT-001 is complex and has not been validated for commercial use. We have no experience manufacturing SGT-001 and our other product candidates. Building our own manufacturing facility will require substantial additional investment, will be time-consuming and may be subject to delays, including those resulting from compliance with regulatory requirements. In addition, building a manufacturing facility may cost more than we currently anticipate. Although we intend to establish our own manufacturing facility to support a commercial launch, if we are unable to do so, we may be unable to produce commercial materials or meet demand, if any should develop, for SGT-001 and our other product candidates. Any such failure could delay or prevent our commercialization of SGT-001 or our other product candidates.

The production of SGT-001 requires processing steps that are more complex than those required for most chemical pharmaceuticals. Moreover, unlike chemical pharmaceuticals, the physical and chemical properties of a gene transfer such as ours generally cannot be fully characterized. As a result, assays of the finished product may not be sufficient to ensure that the product will perform in the intended manner. Accordingly, we employ multiple steps to control our manufacturing process to assure that the process works and that SGT-001 is made strictly and consistently in compliance with the process. To date, no cGMP gene therapy manufacturing facility in the United States has received approval from the FDA for the manufacture of an approved gene therapy product and, therefore, the timeframe required for us to obtain such approval is uncertain. We must supply all necessary documentation in support of a BLA or other MAA on a timely basis and must adhere to the FDA's and the European Union's cGMP requirements before SGT-001 and our other product candidates can obtain marketing approval. In order to obtain approval, we will need to ensure that all of our processes, methods and equipment are compliant with cGMP, and perform extensive audits of contract laboratories, manufacturers and suppliers.

We currently rely on a third-party manufacturer for our SGT-001 supply, and our agreement with that manufacturer extends to . We do not currently have a backup manufacturer for SGT-001 supply for clinical trials, and have not selected a manufacturer or backup manufacturer for SGT-001 supply for commercial sale. In order to produce sufficient quantities of SGT-001 for future clinical trials and initial U.S. commercial demand, we will need to increase the scale of our manufacturing process at our third-party manufacturers, as well as through our own planned commercial-scale manufacturing facility. We may not be able to enter into arrangements with additional third-party manufacturers on favorable terms or at all. We may need to change our current manufacturing process. We may not be able to produce sufficient quantities of SGT-001 due to several factors, including equipment malfunctions, facility contamination, material shortages or contamination, natural disasters, disruption in utility services, human error or disruptions in the operations of our suppliers. If supply from a manufacturing facility is interrupted, there could be a significant disruption in commercial supply of SGT-001 or our other product candidates.

In addition, product manufacturers and their facilities are subject to payment of user fees and continual review and periodic inspections by the FDA and other regulatory authorities for compliance with cGMP requirements and adherence to commitments made in the BLA or foreign marketing application. If we, or a regulatory authority, discover previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured, a regulatory authority may impose restrictions relative to that product, the manufacturing facility or us, including requiring recall or withdrawal of the product from the market or suspension of manufacturing.

In addition, the FDA, the EMA and other foreign regulatory authorities may require us to submit samples of any lot of any approved product together with the protocols showing the results of applicable tests at any time. Under some circumstances, the FDA, the EMA or other foreign regulatory authorities may require that we not distribute a lot until the agency authorizes its release. Lot failures or product recalls could cause us to delay or abandon clinical trials or product launches.

We also may encounter problems hiring and retaining the experienced specialist scientific, quality control and manufacturing personnel needed to operate our manufacturing process, which could result in delays in our production or difficulties in maintaining compliance with applicable regulatory requirements.

Any problems in our manufacturing process or facilities could make us a less attractive collaborator for potential partners, including larger pharmaceutical companies and academic research institutions, which could limit our access to additional attractive development programs. Problems in our manufacturing process or facilities also could restrict our ability to meet market demand for SGT-001, our other product candidates or future product candidates.

Although we intend to establish our own SGT-001 manufacturing facility, we expect to utilize third parties to conduct our product manufacturing for the foreseeable future. Therefore, we are subject to the risk that these third parties may not perform satisfactorily or meet regulatory requirements.

Until such time as we establish a manufacturing facility that has been properly validated to comply with FDA cGMP requirements, we will not be able to independently manufacture material for our preclinical and future clinical programs. For clinical trials of SGT-001, we intend to utilize materials manufactured by cGMP compliant third-party suppliers. Even following our establishment of a validated cGMP manufacturing facility, we intend to maintain our current and additional third-party manufacturing capabilities in order to provide multiple sources of supply. In the event that the establishment of our own manufacturing facility is delayed and if these third-party manufacturers do not successfully carry out their contractual duties, meet expected deadlines or manufacture SGT-001 in accordance with regulatory requirements or if there are disagreements between us and these third-party manufacturers, we may not be able to complete, or may be delayed in completing, the preclinical studies required to support future IND submissions and the clinical trials required for approval of SGT-001. In such instances, we may need to locate an appropriate replacement third-party relationship, which may not be readily available or on acceptable terms, which would cause additional delay or increased expense prior to the approval of our product candidates.

Additionally, we rely on our third-party manufacturers for their compliance with the cGMP and their maintenance of adequate quality control, quality assurance and qualified personnel. Furthermore, all of our third-party suppliers and manufacturers are engaged with other companies to supply and/or manufacture materials or products for such companies, which exposes them to regulatory risks for the production of such materials and products. FDA inspections may identify compliance issues at third-party manufacturer facilities or at the facilities of third-party suppliers that may disrupt production or distribution, or require substantial resources to correct and prevent recurrence of any deficiencies, and could result in fines or penalties by regulatory authorities. In addition, discovery of problems with a product or the failure to comply with applicable requirements may result in restrictions on a product, manufacturer or holder of an approved BLA, including withdrawal or recall of the product from the market or other voluntary, FDA-initiated or judicial action, including fines, injunctions, civil penalties, license revocations, seizure, total or partial suspension of production or criminal penalties, any of which could significantly and adversely affect supplies of our product candidates.

In addition, we do not currently have long-term supply or manufacturing arrangements in place for the production of SGT-001 at commercial scale. Although we intend to establish additional sources for long-term supply, including our own commercial-scale cGMP-compliant manufacturing facility and one or more third-party manufacturers, if the gene therapy industry were to grow, we may encounter increasing competition for the materials necessary for the production of SGT-001. We may experience difficulties in scaling up production beyond clinical batches. Furthermore, demand for third-party cGMP manufacturing facilities may grow at a faster rate than existing manufacturing capacity, which could disrupt our ability to find and retain third-party manufacturers capable of producing sufficient quantities of SGT-001 for future clinical trials or to meet initial commercial demand in the United States. We currently rely, and expect to continue to rely, on additional third parties to manufacture materials for our product candidates and to perform quality testing. Even following our establishment of our own cGMP-compliant manufacturing capabilities, we intend to maintain third-party manufacturers for these materials, as well as to serve as additional sources of SGT-001, which will expose us to risks including:

- reduced control of manufacturing activities;

- the inability of certain CMOs to produce our product candidates in the necessary quantities, or in compliance with current cGMP or in compliance with pertinent regulatory requirements and within our planned time frame and cost parameters;
- termination or nonrenewal of manufacturing and service agreements with third parties in a manner or at a time that is costly or damaging to us; and
- disruptions to the operations of our third-party manufacturers and suppliers caused by conditions unrelated to our business or operations, including the bankruptcy of the manufacturer or supplier.

Any of these events could lead to clinical trial delays or failure to obtain regulatory approval, or impact our ability to successfully commercialize SGT-001 or our other product candidates. Some of these events could be the basis for FDA action, including injunction, recall, seizure or total or partial suspension of product manufacture.

If we are unable to establish sales, distribution and marketing capabilities or enter into agreements with third parties to market and sell SGT-001 and our other product candidates, we will be unable to generate any product revenue.

We currently have no sales, distribution or marketing organization. To successfully commercialize any product candidate that may result from our development programs, we will need to develop these capabilities, either on our own or with others. The establishment and development of our own commercial team or the establishment of a contract sales force to market any product candidate we may develop will be expensive and time-consuming and could delay any product launch. Moreover, we cannot be certain that we will be able to successfully develop this capability. We may enter into collaborations regarding SGT-001 and our other product candidates with other entities to utilize their established marketing and distribution capabilities, but we may be unable to enter into such agreements on favorable terms, if at all. If any future collaborators do not commit sufficient resources to commercialize our product candidates, or we are unable to develop the necessary capabilities on our own, we will be unable to generate sufficient product revenue to sustain our business. We compete with many companies that currently have extensive, experienced and well funded sales, distribution and marketing operations to recruit, hire, train and retain marketing and sales personnel. We also face competition in our search for third parties to assist us with the sales and marketing efforts of SGT-001 and our other product candidates. Without an internal team or the support of a third party to perform marketing and sales functions, we may be unable to compete successfully against these more established companies.

If we are unable to establish medical affairs capabilities, we will be unable to establish an educated market of physicians to administer SGT-001 or our other product candidates.

We currently have no medical affairs team. If we are unable to successfully build a medical affairs team to address scientific and medical questions and provide expert guidance and education in the application, administration and utilization of SGT-001 and our other product candidates to physicians, we may not be able to establish an educated market for our products. The establishment and development of our own medical affairs team will be expensive and time-consuming and could delay any product launch. Moreover, we cannot be certain that we will be able to successfully develop this capability.

If the market opportunities for SGT-001 are smaller than we believe they are, our revenue prospects may be adversely affected and our business may suffer.

We currently focus our research and product development on treatments for DMD. Our understanding of the patient population with this disease is based on estimates in published literature and by DMD foundations. These estimates may prove to be incorrect and new studies may reduce the estimated incidence or prevalence of this disease. The number of patients in the United States, the European Union and elsewhere may turn out to be lower than expected, may not be otherwise amenable to treatment with our product candidate or patients may become increasingly difficult to identify and access.

Further, there are several factors that could contribute to making the actual number of patients who receive our potential product candidate less than the potentially addressable market. These include the lack of widespread availability of, and limited reimbursement for, new therapies in many underdeveloped markets. Further, the severity of the progression of a degenerative disease such as DMD up to the time of treatment will likely diminish the therapeutic benefit conferred by a gene therapy due to irreversible cell damage. Lastly, certain patients' immune systems might prohibit the successful delivery of certain gene therapy products to the target tissue, thereby limiting the treatment outcomes.

The commercial success of SGT-001, if approved, will depend upon market acceptance by physicians, patients, third-party payors and others in the medical community.

Even with the requisite approvals from the FDA in the United States, the European Commission in the European Union and other regulatory authorities internationally, the commercial success of SGT-001 will depend, in part, on the acceptance of physicians, patients and health care payors of gene therapy products in general, and SGT-001 in particular, as medically necessary, cost-effective and safe. Any product that we commercialize may not gain acceptance by physicians, patients, health care payors and others in the medical community due to ethical, social, medical and legal concerns. If these products do not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of gene therapy products and, in particular, SGT-001, if approved for commercial sale, will depend on multiple factors, including:

- the efficacy and safety of SGT-001 as demonstrated in clinical trials;
- the efficacy and potential and perceived advantages of SGT-001 over alternative treatments;
- the cost of treatment relative to alternative treatments;
- the clinical indications for which SGT-001 is approved by the FDA or the European Commission;
- the willingness of physicians to prescribe new therapies;
- the willingness of the target patient population to try new therapies;
- the prevalence and severity of any side effects;
- product labeling or product insert requirements of the FDA, the EMA or other regulatory authorities, including any limitations or warnings contained in a product's approved labeling;
- relative convenience and ease of administration;
- the strength of marketing and distribution support;
- the timing of market introduction of competitive products;
- the availability of products to meet market demand;
- publicity concerning our product candidates or competing products and treatments;
- any restrictions on the use of our products together with other medications; and
- favorable third-party payor coverage and adequate reimbursement.

Even if a potential product displays a favorable efficacy and safety profile in preclinical studies and clinical trials, market acceptance of the product will not be fully known until after it is launched.

Our efforts to educate the medical community and third-party payors on the benefits of SGT-001 and our other product candidates may require significant resources and may never be successful. Such efforts may require more resources than are typically required due to the complexity and uniqueness of our potential product candidates. If SGT-001 or our other product candidates are approved but fail to achieve market acceptance among physicians, patients or third-party payors, we will not be able to generate significant revenue from any such product.

Our gene transfer approach utilizes a vector derived from a virus, which may be perceived as unsafe or may result in unforeseen adverse events. Negative public opinion and increased regulatory scrutiny of gene therapy may damage public perception of the safety of our SGT-001 gene transfer product candidate and adversely affect our ability to conduct our business or obtain regulatory approvals for SGT-001.

Gene transfer remains a novel technology and public perception may be influenced by claims that gene transfer is unsafe, and gene transfer may not gain the acceptance of the public or the medical community. In particular, our success will depend upon physicians who specialize in the treatment of DMD prescribing treatments that involve the use of SGT-001 in lieu of, or in addition to, other treatments with which they are more familiar and for which greater clinical data may be available. More restrictive government regulations or negative public opinion may delay or impair the development and commercialization of SGT-001 or demand for any product candidate we may develop. A public backlash developed against gene therapy following the death of a patient in 1999 during a gene therapy trial of research subjects with ornithine transcarbamylase, or OTC, deficiency, a rare disorder in which the liver lacks a functional copy of the OTC gene. The death of the trial subject was due to complications of adenovirus vector administration. Dr. James M. Wilson, chair of our Scientific Advisory Board, was a co-investigator of the 1999 trial while he was Director of the Institute for Human Gene Therapy of the University of Pennsylvania. Serious adverse events in our clinical trials, or other clinical trials involving gene transfer products or our competitors' products, even if not ultimately attributable to the relevant product candidates, and the resulting publicity, could result in increased government regulation, unfavorable public perception, potential regulatory delays in the testing or approval of SGT-001, stricter labeling requirements for SGT-001 if approved and a decrease in demand for SGT-001.

Failure to comply with ongoing regulatory requirements could cause us to suspend production or put in place costly or time-consuming remedial measures.

The regulatory authorities may, at any time following approval of a product for sale, audit the manufacturing facilities for such product. If any such inspection or audit identifies a failure to comply with applicable regulations, or if a violation of product specifications or applicable regulations occurs independent of such an inspection or audit, the relevant regulatory authority may require remedial measures that may be costly or time-consuming to implement and that may include the temporary or permanent suspension of a clinical trial or commercial sales or the temporary or permanent closure of a manufacturing facility.

Any contamination in our manufacturing process, shortages of materials or failure of any of our key suppliers to deliver necessary components could result in interruption in the supply of our product candidates and delays in our clinical development or commercialization schedules.

Given the nature of biologics manufacturing, there is a risk of contamination in our manufacturing processes. Any contamination could materially adversely affect our ability to produce SGT-001 on schedule and could cause reputational damage.

Some of the materials required in our manufacturing process are derived from biologic sources. Such materials are difficult to procure and may be subject to contamination or recall. A material shortage, contamination, recall or restriction on the use of biologically derived substances in the manufacture of SGT-001 could adversely impact or disrupt the commercial manufacturing or the production of clinical material, which could materially and adversely affect our development timelines.

The insurance coverage and reimbursement status of newly approved products is uncertain. Failure to obtain or maintain adequate coverage and reimbursement for our product candidates, if approved, could limit our ability to market those products and decrease our ability to generate product revenue.

There is significant uncertainty related to third-party coverage and reimbursement of newly approved products. We expect the cost of a single administration of gene transfer products, such as those we are

developing, to be substantial, when and if they achieve regulatory approval. We expect that coverage and reimbursement by government and private payors will be essential for most patients to be able to afford these treatments. Accordingly, sales of SGT-001 will depend substantially, both domestically and abroad, on the extent to which the costs of SGT-001 will be paid by health maintenance, managed care, pharmacy benefit and similar health care management organizations, or will be reimbursed by government authorities, private health coverage insurers and other third-party payors. Coverage and reimbursement by a third-party payor may depend upon several factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Obtaining coverage and reimbursement for a product from third-party payors is a time-consuming and costly process that could require us to provide to the payor supporting scientific, clinical and cost-effectiveness data. If coverage and reimbursement are not available, or are available only at limited levels, we may not be able to successfully commercialize SGT-001 and our other product candidates. Even if coverage is provided, the approved reimbursement amount may not be adequate to realize a sufficient return on our investment.

Currently, no gene transfer product has been approved for coverage and reimbursement by the Centers for Medicare & Medicaid Services, or the CMS, the agency responsible for administering the Medicaid program. It is difficult to predict what the CMS will decide with respect to coverage and reimbursement for fundamentally novel products such as ours, as there is no body of established practices and precedents for these types of products either in the United States or the European Union. For example, several cancer drugs have been approved for reimbursement in the United States and have not been approved for reimbursement in certain European Union member states and vice versa. It is difficult to predict what third-party payors will decide with respect to the coverage and reimbursement for SGT-001 and our other product candidates.

Governments outside the United States tend to impose strict price controls, which may adversely affect our revenue, if any.

Outside the United States, international operations generally are subject to extensive government price controls and other market regulations, and increasing emphasis on cost-containment initiatives in the European Union, Canada and other countries may put pricing pressure on us. In general, the prices of therapeutics outside the United States are substantially lower than in the United States. Other countries may allow companies to fix their own prices for therapeutics, but monitor and control company profits. Additional foreign price controls or other changes in pricing regulations could restrict the amount that we are able to charge for our product candidates. Accordingly, in markets outside the United States, the reimbursement for our product candidates may be reduced compared with the United States and may be insufficient to generate commercially reasonable product revenue.

Additionally, in countries where the pricing of gene therapy products is subject to governmental control, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. Political, economic and regulatory developments may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various European Union member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. Reimbursement of our products may be unavailable or limited in scope or amount, which would adversely affect our revenue, if any.

If we obtain approval to commercialize SGT-001 and our other product candidates outside of the United States, in particular in the European Union, a variety of risks associated with international operations could materially adversely affect our business.

We expect that we will be subject to additional risks in commercializing SGT-001 and our other product candidates outside the United States, including:

- different regulatory requirements for approval of therapeutics in foreign countries;
- reduced protection for intellectual property rights;
- the existence of additional third-party patent rights of potential relevance to our business;
- unexpected changes in tariffs, trade barriers and regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- foreign reimbursement, pricing and insurance regimes;
- production shortages resulting from any events affecting material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geopolitical actions, including war and terrorism or natural disasters including earthquakes, typhoons, floods and fires.

Additionally, failure to comply with applicable foreign regulatory requirements may result in, among other things, fines, suspension, variation or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

If we engage in future acquisitions or strategic collaborations, this may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities and subject us to other risks.

We may evaluate various acquisitions and strategic collaborations, including licensing or acquiring complementary products, intellectual property rights, technologies or businesses. Any potential acquisition or strategic collaboration may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of additional indebtedness or contingent liabilities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management’s attention from our existing product candidates and initiatives in pursuing such acquisition or strategic collaboration;
- retention of key employees, the loss of key personnel and uncertainties in our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and regulatory approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or collaboration or even to offset transaction costs.

In addition, if we undertake acquisitions, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense. Moreover, we may not be able to locate suitable acquisition or collaboration opportunities and this inability could impair our ability to grow or obtain access to technology or products that may be important to the development of our business.

Risks related to our business operations

Our future success depends on our ability to retain key employees, consultants and advisors and to attract, retain and motivate qualified personnel.

We are highly dependent on members of our executive team, the loss of whose services may adversely impact the achievement of our objectives. While we have entered into employment agreements with certain of our executive officers, any of them could leave our employment at any time. We currently do not have "key person" insurance on any of our employees. The loss of the services of one or more of our current employees might impede the achievement of our research, development and commercialization objectives.

Recruiting and retaining other qualified employees, consultants and advisors for our business, including scientific and technical personnel, also will be critical to our success. There currently is a shortage of skilled individuals with substantial gene therapy experience, which is likely to continue. As a result, competition for skilled personnel, including in gene therapy research and vector manufacturing, is intense and the turnover rate can be high. We may not be able to attract and retain personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies and academic institutions for individuals with similar skill sets. In addition, failure to succeed in preclinical or clinical trials or applications for marketing approval may make it more challenging to recruit and retain qualified personnel. The inability to recruit, or loss of services of certain executives, key employees, consultants or advisors, may impede the progress of our research, development and commercialization objectives.

If we are unable to manage expected growth in the scale and complexity of our operations, our performance may suffer.

If we are successful in executing our business strategy, we will need to expand our managerial, operational, financial and other systems and resources to manage our operations, continue our research and development activities and, in the longer term, build a commercial infrastructure to support commercialization of SGT-001 and any other product candidate that is approved for sale. Future growth would impose significant added responsibilities on members of management. It is likely that our management, finance, development personnel, systems and facilities currently in place may not be adequate to support this future growth. Our need to effectively manage our operations, growth and any future product candidates requires that we continue to develop more robust business processes and improve our systems and procedures in each of these areas and to attract and retain sufficient numbers of talented employees. We may be unable to successfully implement these tasks on a larger scale and, accordingly, may not achieve our research, development and growth goals.

Our employees, principal investigators, consultants and commercial partners may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements and insider trading.

We are exposed to the risk of fraud or other misconduct by our employees, principal investigators, consultants and commercial partners. Misconduct by these parties could include intentional failures to comply with FDA regulations or the regulations applicable in the European Union and other jurisdictions, provide accurate information to the FDA, the EMA and other regulatory authorities, comply with health care fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the health care

industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct also could involve the improper use of information obtained in the course of clinical trials or interactions with the FDA or other regulatory authorities, including insider trading, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in the imposition of significant fines or other sanctions.

Enacted and future legislation may increase the difficulty and cost for us to obtain marketing approval of and commercialize our product candidates and may affect the prices we may set.

Our business and financial prospects could be affected by changes in health care spending and policy in the United States and abroad. We operate in a highly regulated industry and new laws or judicial decisions, or new interpretations of existing laws or decisions, related to health care availability, the method of delivery or payment for health care products and services could negatively impact our business, operations and financial condition.

For example, in the United States there is significant interest in promoting health care reform, as evidenced by the enactment in the United States of the Patient Protection and Affordable Care Act and the companion Health Care and Education Reconciliation Act in 2010, or the Health Care Reform Law. The Health Care Reform Law increased federal oversight of private health insurance plans and included a number of provisions designed to reduce Medicare expenditures and the cost of health care generally, to reduce fraud and abuse, and to provide access to increased health coverage.

The Health Care Reform Law also imposed substantial changes to the U.S. system for paying for health care, including programs to extend medical benefits to millions of individuals who have lacked insurance coverage. Generally, implementation of the Health Care Reform Law has thus far included significant cost-saving, revenue and payment reduction measures with respect to, for example, several government health care programs that might cover our products in the United States, should they be commercialized, including Medicaid and Medicare. Additional downward pricing pressure associated with the Health Care Reform Law includes that the Health Care Reform Law established and provided significant funding for a Patient-Centered Outcomes Research Institute to coordinate and fund Comparative Effectiveness Research, as those terms are defined in the Health Care Reform Law. While the stated intent of Comparative Effectiveness Research is to develop information to guide providers to the most efficacious therapies, outcomes of Comparative Effectiveness Research could influence the reimbursement or coverage for therapies that are determined to be less cost-effective than others. Should any of our products be approved for sale, but then determined to be less cost-effective than alternative therapies, the levels of reimbursement for these products, or the willingness to reimburse at all, could be adversely impacted.

Another provision of the Health Care Reform Law, generally referred to as the Physician Payment Sunshine Act or Open Payments Program, has imposed new reporting and disclosure requirements for pharmaceutical and medical device manufacturers and distributors with certain FDA-approved products, such as approved vaccines, with regard to payments or other transfers of value made to certain U.S. health care practitioners, such as physicians and academic medical centers, and with regard to certain ownership interests held by physicians in reporting entities. The CMS publishes information from these reports on a publicly available website, including amounts transferred and the physician and teaching hospital identities.

Under the Physician Payment Sunshine Act, we are required to collect and report detailed information regarding certain financial relationships we have with physicians and teaching hospitals. Our compliance with these rules may also impose additional costs.

The President and the majorities of both houses of Congress have stated their intention to repeal and replace the Health Care Reform Law although recent efforts to do so have failed. The uncertain status of the Health Care Reform Law ability to may have a negative impact on our business.

The Drug Supply Chain Security Act imposes new obligations on manufacturers of pharmaceutical products related to product tracking and tracing. Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We are not sure whether additional legislative changes will be enacted, or whether the current regulations, guidance or interpretations will be changed, or what the impact of such changes on our business, if any, may be.

There have been a number of federal and state legislative changes made over the last few years regarding the pricing of pharmaceutical and biologic products. Concerns about drug pricing have been expressed by members of Congress and the President.

It is likely that federal and state legislatures within the United States and foreign governments will continue to consider changes to existing health care legislation. We cannot predict the reform initiatives that may be adopted in the future or whether initiatives that have been adopted will be repealed or modified. The continuing efforts of the government, insurance companies, managed care organizations and other health care payors of to contain or reduce costs of health care may adversely affect:

- the demand for any product candidates for which we may obtain regulatory approval;
- our ability to set a price that we believe is fair for our products;
- our ability to obtain coverage and reimbursement approval for a product;
- our ability to generate revenue and achieve or maintain profitability; and
- the level of taxes that we are required to pay.

Our relationships with customers, physicians and third-party payors will be subject, directly or indirectly, to federal and state health care fraud and abuse laws, false claims laws, health information privacy and security laws, and other health care laws and regulations. If we are unable to comply, or have not fully complied, with such laws, we could face substantial penalties.

If we obtain FDA approval for SGT-001 or any of our other product candidates and begin commercializing those products in the United States, our operations will be directly or indirectly through our prescribers, customers and purchasers, subject to various federal and state fraud and abuse laws and regulations, including, without limitation, the federal Health Care Program Anti-Kickback Statute, the federal civil and criminal laws and Physician Payments Sunshine Act and regulations. These laws will impact, among other things, our proposed sales, marketing and educational programs. In addition, we may be subject to patient privacy laws by both the federal government and the states in which we conduct our business. The laws that will affect our operations include, but are not limited to:

- the federal Health Care Program Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, in return for the purchase, recommendation, leasing or furnishing of an item or service reimbursable under a federal health care program, such as the Medicare and Medicaid programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand, and prescribers, purchasers and formulary managers on the other. The Health Care Reform Law amended the intent requirement of the federal Anti-Kickback Statute. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it;
- federal civil and criminal false claims laws and civil monetary penalty laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for

payment or approval from Medicare, Medicaid or other government payors that are false or fraudulent. The ACA provides and recent government cases against pharmaceutical and medical device manufacturers support the view that Federal Anti-Kickback Statute violations and certain marketing practices, including off-label promotion, may implicate the False Claims Act;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created new federal criminal statutes that prohibit a person from knowingly and willfully executing a scheme or from making false or fraudulent statements to defraud any health care benefit program, regardless of the payor (e.g., public or private);
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and its implementing regulations, and as amended again by the final HIPAA omnibus rule, Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under HITECH and the Genetic Information Nondiscrimination Act; Other Modifications to HIPAA, published in January 2013, which imposes certain requirements relating to the privacy, security and transmission of individually identifiable health information without appropriate authorization by entities subject to the rule, such as health plans, health care clearinghouses and health care providers;
- federal transparency laws, including the federal Physician Payment Sunshine Act, that require certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program, with specific exceptions, to report annually to the CMS information related to: (i) payments or other "transfers of value" made to physicians and teaching hospitals and (ii) ownership and investment interests held by physicians and their immediate family members;
- state and foreign law equivalents of each of the above federal laws, state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other health care providers or marketing expenditures and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts in certain circumstances, such as specific disease states; and
- state and foreign laws that govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities could be subject to challenge under one or more of such laws. If our operations are found to be in violation of any of the laws described above or any other government regulations that apply to us, we may be subject to penalties, including civil and criminal penalties, damages, fines, exclusion from participation in government health care programs, such as Medicare and Medicaid, imprisonment and the curtailment or restructuring of our operations.

The risk of our being found in violation of these laws is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and their provisions are open to a variety of interpretations. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply with multiple jurisdictions with different compliance and/or reporting requirements increases the possibility that we may run afoul of one or more of the requirements.

Product liability lawsuits against us could cause us to incur substantial liabilities and could limit commercialization of any product candidate that we may develop.

We face an inherent risk of product liability exposure related to the testing of SGT-001, our other product candidates and any future product candidate in preclinical studies and clinical trials and may face an even greater

risk if we commercialize any product candidate that we may develop. If we cannot successfully defend ourselves against claims that our product candidates caused injuries, we could incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for any product candidate that we may develop;
- loss of revenue;
- substantial monetary awards to trial participants or patients;
- significant time and costs to defend the related litigation;
- withdrawal of clinical trial participants;
- the inability to commercialize any of our product candidates; and
- injury to our reputation and significant negative media attention.

Although we maintain product liability insurance coverage, such insurance may not be adequate to cover all liabilities that we may incur. We anticipate that we will need to increase our insurance coverage each time we commence a clinical trial and if we successfully commercialize any product candidate. Insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the generation, handling, use, storage, treatment, manufacture, transportation and disposal of, and exposure to, hazardous materials and wastes, as well as laws and regulations relating to occupational health and safety. Our operations involve the use of hazardous and flammable materials, including chemicals and viruses and other biologic materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages. We also could incur significant costs associated with civil or criminal fines and penalties. We do not carry specific biological or hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. Although we maintain workers' compensation insurance for certain costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials or other work-related injuries, this insurance may not provide adequate coverage against potential liabilities. Accordingly, in the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations, which have tended to become more stringent over time. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions or liabilities.

Our internal computer systems, or those of our collaborators, contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our product development.

Despite the implementation of security measures, our internal computer systems and those of our current and any future collaborators and other contractors or consultants are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures.

While we are not aware of any such material system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our or our collaborators', contractors' or consultants' operations, it could result in a material disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other proprietary information or other similar disruptions. For example, the loss of clinical trial data from preclinical studies or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, our competitive position could be harmed and the further development and commercialization of SGT-001 and our other product candidates could be delayed.

Risks related to our intellectual property

We heavily rely on certain in-licensed patents and other intellectual property rights in connection with our development of SGT-001 and may be required to acquire or license additional patents or other intellectual property rights to continue to develop and commercialize SGT-001.

Our ability to develop and commercialize SGT-001 and other product candidates is heavily dependent on licenses to patent rights and other intellectual property granted to us by third parties. In particular, we have licensed certain patents and patent applications from the University of Michigan, the University of Missouri and the University of Washington that are important or necessary to the development of SGT-001 and other elements of our gene transfer program. Our existing license agreements impose, and we expect that future license agreements will impose, various diligence, development and commercialization obligations, milestone payments, royalties and other obligations on us. If we fail to comply with our obligations under these agreements, we may be subject to damages, which may be significant, and the licensor may have the right to terminate the license, in which event we may not be able to develop or market product candidates or technologies covered by the license, including SGT-001. In addition, certain of these license agreements are not assignable by us without the consent of the respective licensor, which may have an adverse effect on our ability to engage in certain transactions.

Under our existing license agreements, we do not have, and under future license agreements we may not have, the right to control the preparation, filing and prosecution of patent applications, or the maintenance, enforcement and defense of the patents and patent applications that we license from third parties. For example, under our inbound license agreements with the University of Michigan, the University of Missouri and the University of Washington, each of the applicable licensors controls the prosecution of patent applications and the maintenance of patents and patent applications. Therefore, we cannot be certain that these patents and applications will be prosecuted, maintained, enforced and defended in a manner consistent with the best interests of our business. If our licensors fail to maintain, enforce or defend such patents, or lose rights to those patents or patent applications, the rights we have licensed may be reduced or eliminated and our right to develop and commercialize any of our product candidates that are the subject of such licensed rights, including SGT-001, could be adversely affected. For more information, see "Business—Strategic partnerships and collaborations/licenses."

Moreover, licenses to additional third-party intellectual property, technology and materials are required for our development programs but may not be available in the future or may not be available on commercially reasonable terms. In addition, third parties may claim that the AAV vector we are developing for use in SGT-001 are covered by patents held by them. If any such claims were successful, we might require a license to continue to use such AAV vector. Such license may not be available on commercially reasonable terms, or at all. Moreover, even if we are able to obtain such a license, it may only be non-exclusive, which could permit competitors and other third parties to use the same intellectual property in competition with us. If we are unable to successfully obtain rights to any third-party intellectual property rights that are required for the development and commercialization of SGT-001 or any of our other product candidates, and such third-party intellectual property rights are successfully asserted against us, we may be liable for damages, which may be significant, and we may be required to cease the development and commercialization of SGT-001 or our other product candidates.

If we are unable to obtain and maintain patent protection for our product candidates, or if the scope of the patent protection obtained is not sufficiently broad, our competitors could develop and commercialize products similar or identical to ours, and our ability to successfully commercialize our product candidates may be adversely affected.

Our success depends, in large part, on our and our licensors' ability to seek, obtain, maintain, enforce and defend patent rights in the United States and other countries with respect to SGT-001, our other product candidates and our future innovation related to our manufacturing technology. Our licensors and we have sought, and we intend to continue to seek to protect our proprietary position by filing patent applications in the United States and, in at least some cases, one or more countries outside the United States related to SGT-001 and certain other product candidates that are important to our business. However, we cannot predict whether the patent applications we and our licensors are currently pursuing will issue as patents or whether the claims of any issued patents will provide us with a competitive advantage.

Moreover, we currently do not own any issued patents or pending non-provisional patent applications and we have only filed one provisional patent application in the United States. This provisional patent application is not eligible to become an issued patent until, among other things, we file a non-provisional patent application within 12 months of the filing date of this provisional patent application. If we do not timely file the non-provisional patent application, we may lose our priority date with respect to our provisional patent application and any patent protection on the inventions disclosed in our provisional patent application. While we intend to timely file a non-provisional patent application relating to our provisional patent application, we cannot predict whether such future patent application will result in the issuance of a patent that effectively protects any of our product candidates or will effectively prevent others from commercializing competitive products.

We also currently do not own or license any issued patents or pending patent applications with respect to our product candidates SB-001 and SB-002. While we have options to negotiate a license for issued patents and pending patent applications relating to such product candidates, we may not exercise our options in a timely manner or at all, or satisfy any conditions upon which our options to such patents and patent applications are contingent. In addition, the third parties granting us such options may breach our option agreements and license such patents and patent applications to other third parties, including our competitors, before we exercise our options. In any event, even if we exercise such options, we are still required to negotiate and enter into definitive agreements pursuant to which we could license rights to the optioned patents and we may be unable to enter into such definitive agreements within the required timeframe or under terms that are acceptable to us. If we are unable to do so, the parties who have granted us our options may offer the patent rights to other parties. If we are unable to secure a license to any issued patents and pending patent applications relating to our product candidates, we may need to cease our development of such product candidates.

We may not be able to file, prosecute, maintain, enforce, defend or license all patents that are necessary to our business.

The patent prosecution process is expensive, time-consuming and complex, and we and our licensors may not be able to file, prosecute, maintain, enforce, defend or license all necessary or desirable patents and patent applications at a reasonable cost or in a timely manner.

It is also is currently unknown what claims may, if ever, issue from pending applications included in our patent rights. Additionally, certain of our in-licensed U.S. patent rights lack corresponding foreign patents or patent applications, and therefore we will be unable to obtain patent protection for our product candidates in certain jurisdictions. We or our licensors may not be able to obtain or maintain patent protection with respect to SGT-001 or our other product candidates.

Changes in either the patent laws or their interpretation in the United States and other countries may diminish our ability to protect our inventions, obtain, maintain and enforce our intellectual property rights, and more generally, could affect the value of our intellectual property rights or narrow the scope of our licensed patents or future owned patents.

It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, corporate collaborators, outside scientific collaborators, CROs, contract manufacturers, consultants, advisors and other third parties, any of these parties may breach the agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has, in recent years, been the subject of much litigation. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Patent applications included in our current and future patent rights may not result in patents being issued that protect our product candidates, effectively prevent others from commercializing competitive products or otherwise provide any competitive advantage. In fact, patent applications may not issue as patents at all. Even assuming patents issue from patent applications in which we have rights, changes in either the patent laws or interpretation of the patent laws in the United States and other jurisdictions may diminish the value of our patents or narrow the scope of our patent protection.

Other parties have developed products that may be related or competitive to our own and such parties may have filed or may file patent applications, or may have received or may receive patents, claiming inventions that may overlap or conflict with those claimed in our patent applications or issued patents. We may not be aware of all third-party intellectual property rights potentially relating to SGT-001, our other product candidates or our future product candidates. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and in other jurisdictions are typically not published until 18 months after filing, or, in some cases, at all. Therefore, we cannot know with certainty whether the inventors of our licensed patents and applications were the first to make the inventions claimed in those patents or pending patent applications, or that they were the first to file for patent protection of such inventions. Similarly, should we own any issued patents or patent applications in the future, we may not be certain that we were the first to file for patent protection for the inventions claimed in such patents or patent applications. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights cannot be predicted with any certainty.

Moreover, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if patent applications we license or may own in the future do issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us or otherwise provide us with any competitive advantage. Any patents that we license or may own in the future may be challenged, narrowed, circumvented, or invalidated by third parties. Consequently, we do not know whether any of our product candidates will be protectable or remain protected by valid and enforceable patents. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative products in a non-infringing manner.

The degree of patent protection we require to successfully compete in the marketplace may be unavailable. We cannot provide any assurances that any of the patents or patent applications included in our patent rights include or will include claims with a scope sufficient to protect SGT-001 and our other product candidates or otherwise provide any competitive advantage. In addition, the laws of foreign countries may not protect our proprietary rights to the same extent as the laws of the United States. Furthermore, patents have a limited lifespan. In the United States, the natural expiration of a patent is generally twenty years after it is filed. Certain extensions may be available, however, the life of a patent, and the protection it affords, is limited. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our patent rights may not provide us with adequate and continuing patent protection sufficient to exclude others from commercializing products similar or identical to our product candidates, including biosimilar versions of such products.

Our licensed patents, and any patents we may own in the future, may be challenged, narrowed, invalidated or held unenforceable.

Even if we acquire patent protection that we expect should enable us to maintain some competitive advantage, third parties, including competitors, may challenge the validity, enforceability or scope thereof, which may result in such patents being narrowed, invalidated or held unenforceable. In litigation, a competitor could claim that our in-licensed patents or any patents we may own in the future are not valid or enforceable for a number of reasons. If a court agrees, we would lose our rights to those challenged patents.

Even if issued, the issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our current and future patent rights may be challenged in the courts or patent offices in the United States and abroad. For example, we may be subject to a third-party submission of prior art to the USPTO challenging the validity of one or more claims of patents included in our patent rights. Such submissions may also be made prior to a patent's issuance, precluding the granting of a patent based on one of the pending patent applications included in our patent rights. We may become involved in opposition, derivation, revocation, reexamination, post-grant and *inter partes* review, or interference proceedings challenging one or more patents included in our patent rights. For example, competitors may claim that they invented the inventions claimed in patents or patent applications included in our patent rights prior to the inventors of such patents or patent applications, or may have filed one or more patent applications before the filing of the patents or patent applications included in our patent rights. A competitor who can establish an earlier filing or invention date may also assert that we are infringing their patents and that we therefore cannot practice our technology related to our product candidates as claimed in the patents or patent applications included in our patent rights. Competitors may also contest patents or patent applications included in our patent rights by showing that the claimed subject matter was not patent-eligible, was not novel or was obvious or that the patent claims failed any other requirement for patentability or enforceability. In addition, we may in the future be subject to claims by our or our licensors' current or former employees or consultants asserting an ownership right in the patents or patent applications included in our patent rights as an inventor or co-inventor, as a result of the work they performed.

An adverse determination in any such submission or proceeding may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar therapeutics, without payment to us, or could limit the duration of the patent protection covering our product candidates. Such challenges may also result in our inability to manufacture or commercialize our product candidates without infringing third-party patent rights, and we may be required to obtain a license from third parties, which may not be available on commercially reasonable terms or at all, or we may need to cease the development, manufacture and commercialization of one or more of our product candidates. In addition, if the breadth or strength of protection provided by the patents and patent applications included in our patent rights is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates. Such proceedings also may result in substantial cost and require significant time from our scientists and management, even if the eventual outcome is favorable to us.

Even if they are unchallenged, the patents and pending patent applications included in our patent rights may not provide us with any meaningful protection or prevent competitors from designing around our patent claims to circumvent our patent rights by developing similar or alternative therapeutics in a non-infringing manner. For example, a third party may develop a competitive therapeutic that provides benefits similar to one or more of our product candidates but that uses a vector or an expression construct that falls outside the scope of our patent protection. If the patent protection provided by the patents and patent applications we license or pursue with respect to our product candidates is not sufficiently broad to impede such competition, our ability to successfully commercialize our product candidates could be negatively affected.

Our intellectual property licenses with third parties may be subject to disagreements over contract interpretation, which could narrow the scope of our rights to the relevant intellectual property or technology or increase our financial or other obligations to our licensors.

We currently depend, and will continue to depend, on our license, collaboration and other similar agreements. Further development and commercialization of SGT-001 and our other current and future product candidates may require us to enter into additional license, collaboration or other similar agreements. The agreements under which we currently license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on commercially acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates.

If any of our licenses or material relationships are terminated or breached, we may:

- lose our rights to develop and market SGT-001 or our other product candidates;
- lose patent protection for SGT-001 or our other product candidates;
- experience significant delays in the development or commercialization of SGT-001 or our other product candidates;
- not be able to obtain any other licenses on acceptable terms, if at all; or
- incur liability for damages.

These risks apply to any agreements that we may enter into in the future for SGT-001 and our other current and future product candidates.

If we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties or otherwise experience disruptions to our business relationships with our licensors, we could lose license rights that are important to our business.

We have certain obligations under licensing agreements with third parties that include annual maintenance fees and payments that are contingent upon achieving various development, commercial and regulatory milestones. Pursuant to many of these license agreements, we are required to make milestone payments if certain development, regulatory and commercial sales milestones are achieved, and may have certain additional research funding obligations. Also, pursuant to the terms of many of these license agreements, when and if commercial sales of a licensed product commence, we must pay royalties to our licensors on net sales of the respective licensed products.

We have entered into license agreements with third parties and may need to obtain additional licenses from one or more of these same third parties or from others to advance our research or allow our commercialization of SGT-001 or other product candidates. It is possible that we may be unable to obtain additional licenses at a reasonable cost or on reasonable terms, if at all. In that event, we may be required to expend significant time and resources to redesign SGT-001, our other product candidates or the methods for manufacturing them or to develop or license replacement products, all of which may not be feasible on a technical or commercial basis. If we are unable to do so, we may be unable to develop or commercialize SGT-001 or our other product candidates. We cannot provide any assurances that third-party patents or other intellectual property rights do not exist that might be enforced against our manufacturing methods, product candidates or any technologies we may develop, resulting in either an injunction prohibiting our manufacture or sales, or, with respect to our sales, an obligation on our part to pay royalties and/or other forms of compensation to third parties.

In each of our existing license agreements, and we expect in our future agreements, patent prosecution of our licensed technology is controlled solely by the licensor, and we may be required to reimburse the licensor for their costs of patent prosecution. If our licensors fail to obtain and maintain patent or other protection for the proprietary intellectual property we license from them, we could lose our rights to the intellectual property or our exclusivity with respect to those rights, and our competitors could market competing products using the intellectual property. Further, in each of our license agreements our licensors have the first right to bring any actions against any third party for infringing on the patents we have licensed. Our license agreements also require us to meet development thresholds to maintain the license, including establishing a set timeline for developing and commercializing product candidates. Disputes may arise regarding intellectual property subject to our licensing agreements, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- the extent to which our products or processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- the sublicensing of patent and other rights under our collaborative development relationships;
- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- the inventorship or ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners; and
- the priority of invention of licensed patented inventions.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize SGT-001 or our other product candidates. In spite of our best efforts, our licensors might conclude that we have materially breached our license agreements and might therefore terminate the license agreements, thereby resulting in disputes or litigation, which could cause us to incur substantial costs and distract management's time, and if we are unsuccessful, we could lose our ability to develop and commercialize products covered by these license agreements. If these licenses are ultimately terminated by the licensor, or if the underlying patents fail to provide the intended exclusivity, competitors would have the freedom to seek regulatory approval of, and to market, products identical to ours.

Third parties may initiate legal proceedings alleging that we are infringing, misappropriating or otherwise violating their intellectual property rights, the outcome of which would be uncertain and could have a material adverse effect on the success of our business.

Our commercial success depends upon our ability and the ability of our future collaborators to develop, manufacture, market and sell SGT-001 and our other current and future product candidates without infringing, misappropriating or otherwise violating the proprietary rights and intellectual property of third parties. The biotechnology and pharmaceutical industries are characterized by extensive and complex litigation regarding patents and other intellectual property rights. We or our licensors may in the future become party to, or be threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to SGT-001 or our other product candidates, including interference proceedings, post grant review and *inter partes* review before the USPTO. Our competitors or other third parties may assert infringement claims against us, alleging that, among other things, our therapeutics, manufacturing methods, formulations or administration methods are covered by their patents.

Given the vast number of patents in our field of technology, we cannot be certain or guarantee that a court would hold that SGT-001 or any of our other product candidates does not infringe an existing patent or a patent that may be granted in the future. Many companies and institutions have filed, and continue to file, patent applications related to gene therapy and related manufacturing methods. Some of these patent applications have

already been allowed or issued and others may issue in the future. Since this area is competitive and of strong interest to pharmaceutical and biotechnology companies, there will likely be additional patent applications filed and additional patents granted in the future, as well as additional research and development programs expected in the future. Furthermore, because patent applications can take many years to issue, may be confidential for 18 months or more after filing and can be revised before issuance, there may be applications now pending that may later result in issued patents that may be infringed by the manufacture, use, sale or importation of our product candidates and we may or may not be aware of such patents. If a patent holder believes the manufacture, use, sale or importation of one of our product candidates infringes its patent, the patent holder may sue us even if we have licensed other patent protection for our product candidates. Moreover, we may face patent infringement claims from non-practicing entities that have no relevant product revenue and against whom our licensed patent portfolio may therefore have no deterrent effect.

It is also possible that we have failed to identify relevant third-party patents or applications for which we may need a license to develop and commercialize SGT-001 and our other product candidates. For example, applications filed before November 29, 2000 and certain applications filed after that date that will not be filed outside the United States remain confidential until patents issue. Moreover, it is difficult for industry participants, including us, to identify all third-party patent rights that may be relevant to our product candidates because patent searching is imperfect due to differences in terminology among patents, incomplete databases and the difficulty in assessing the meaning of patent claims. We may fail to identify relevant patents or patent applications or may identify pending patent applications of potential interest but incorrectly predict the likelihood that such patent applications may issue with claims of relevance to our product candidates. In addition, we may be unaware of one or more issued patents that would be infringed by the manufacture, sale or use of a current or future product candidate, or we may incorrectly conclude that a third-party patent is invalid, unenforceable or not infringed by our activities. Additionally, pending patent applications that have been published can, subject to certain limitations, be later amended in a manner that could cover our product candidates.

Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future, regardless of their merit. There is a risk that third parties may choose to engage in litigation with us to enforce or to otherwise assert their patent or other intellectual property rights against us. For example, as discussed above, third parties may claim that the AAV vector we are developing for use in SGT-001 is covered by patents held by them. Even if we believe such claim, or other intellectual property claims alleged by third parties are without merit, there is no assurance that we would be successful in defending such claims. A court of competent jurisdiction could hold that these third-party patents are valid, enforceable and infringed, which could materially and adversely affect our ability to commercialize SGT-001 or our other product candidates covered by the asserted third-party patents. In order to successfully challenge the validity of any such U.S. patent in federal court, we would need to overcome a presumption of validity. As this burden is a high one requiring us to present clear and convincing evidence as to the invalidity of any such U.S. patent claim, there is no assurance that a court of competent jurisdiction would invalidate the claims of any such U.S. patent. Similarly, there is no assurance that a court of competent jurisdiction would find that SGT-001 or our other product candidates did not infringe a third-party patent.

Patent and other types of intellectual property litigation can involve complex factual and legal questions, and their outcome is uncertain. If we are found, or believe there is a risk that we may be found, to infringe, misappropriate or otherwise violate a third party's intellectual property rights, and we are unsuccessful in demonstrating that such intellectual property rights are invalid or unenforceable, we could be required or may choose to obtain a license from such third party to continue developing, manufacturing and marketing our product candidates. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors and other third parties access to the same technologies licensed to us, and it could require us to make substantial licensing and royalty payments. We could be forced, including by court order, to cease developing, manufacturing and commercializing the infringing product candidate, including SGT-001. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees, if we are found to have

willfully infringed a patent or other intellectual property right. A finding of infringement, misappropriation or other violation of intellectual property rights, or claims that we have done so, could prevent us from manufacturing and commercializing our product candidates or force us to cease some or all of our business operations.

Intellectual property litigation could cause us to spend substantial resources and distract our personnel from their normal responsibilities.

Litigation or other legal proceedings relating to intellectual property claims, with or without merit, is unpredictable and generally expensive and time-consuming. Competitors may infringe patents that we may own in the future or the patents of our licensing partners or we may be required to defend against claims of infringement. Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities.

We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing or misappropriating or successfully challenging our intellectual property rights. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

We may not be successful in obtaining necessary rights to SGT-001 or our other product candidates through acquisitions and in-licenses.

We currently have certain rights to intellectual property, through licenses from third parties, to develop SGT-001. Because development and commercialization of our current and future product candidates may require the use of additional proprietary rights held by these or other third parties, the growth of our business may depend, in part, on our ability to acquire, in-license or use these additional proprietary rights. We may be unable to acquire or in-license any compositions, methods of use, processes or other intellectual property rights from third parties that we identify as necessary for SGT-001 or our other product candidates. The licensing or acquisition of third-party intellectual property rights is a competitive area, and several more established companies may pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive. These established companies may have a competitive advantage over us due to their size, capital resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment.

We may collaborate with non-profit and academic institutions to accelerate our preclinical research or development under written agreements with these institutions. These institutions may provide us with an option to negotiate a license to any of the institution’s rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the required timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to other parties, potentially blocking our ability to pursue our program.

If we are unable to successfully obtain rights to required third-party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of SGT-001 or our other product candidates.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by government patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

Periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents and/or applications will be due to be paid to the USPTO and various government patent agencies outside of the United States over the lifetime of our licensed patents and applications and any patents and patent applications we may own in the future. The USPTO and various non-U.S. government patent agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable intellectual property law firms and other professionals to help us comply and we are also dependent on our licensors to take the necessary action to comply with these requirements with respect to our licensed intellectual property. In many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which non-compliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market and this circumstance could have a material adverse effect on our business.

Some intellectual property that we have in-licensed may have been discovered through government-funded programs and thus may be subject to federal regulations such as "march-in" rights, certain reporting requirements, and a preference for U.S. manufacturing. Compliance with such regulations may limit our exclusive rights, and limit our ability to contract with non-U.S. manufacturers.

Some of the intellectual property rights we have licensed, including such rights licensed from the University of Michigan, the University of Missouri and the University of Washington, are stated to have been generated through the use of U.S. government funding and may therefore be subject to certain federal regulations. As a result, the U.S. government may have certain rights to intellectual property embodied in our current or future product candidates pursuant to the Bayh-Dole Act of 1980, or Bayh-Dole Act. These U.S. government rights in certain inventions developed under a government-funded program include a non-exclusive, non-transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the U.S. government has the right to require us to grant exclusive, partially exclusive or non-exclusive licenses to any of these inventions to a third party if it determines that: (i) adequate steps have not been taken to commercialize the invention, (ii) government action is necessary to meet public health or safety needs or (iii) government action is necessary to meet requirements for public use under federal regulations (also referred to as "march-in rights"). The U.S. government also has the right to take title to these inventions if we, or the applicable licensor, fail to disclose the invention to the government and fail to file an application to register the intellectual property within specified time limits. Intellectual property generated under a government funded program is also subject to certain reporting requirements, compliance with which may require us or the applicable licensor to expend substantial resources. In addition, the U.S. government requires that any products embodying the subject invention or produced through the use of the subject invention be manufactured substantially in the United States. The manufacturing preference requirement can be waived if the owner of the intellectual property can show that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. This preference for U.S. manufacturers may limit our ability to contract with non-U.S. product manufacturers for products covered by such intellectual property. To the extent any of our current or future intellectual property is generated through the use of U.S. government funding, the provisions of the Bayh-Dole Act may similarly apply.

We may not be able to protect our intellectual property and proprietary rights throughout the world.

Filing, prosecuting, maintaining, enforcing and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States could be less extensive than those in the United States. Although our license agreements grant us worldwide rights, certain of our in-licensed U.S. patents lack corresponding foreign patents or patent applications. For example, the issued U.S. patents we license from the University of Michigan do not have any corresponding foreign patents or patent applications. Thus, we will not have the opportunity to obtain patent protection for the subject matter of such patents outside the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States even in jurisdictions where we and our licensors pursue patent protection. Consequently, we and our licensors may not be able to prevent third parties from practicing our inventions in all countries outside the United States, even in jurisdictions where we and our licensors pursue patent protection, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our inventions in jurisdictions where we and our licensors have not pursued and obtained patent protection to develop their own products and may export otherwise infringing products to territories where we have patent protection, but where enforcement is not as strong as it is in the United States. These products may compete with our product candidates and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property rights, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement of our patents, if pursued and obtained, or the marketing of competing products in violation of our intellectual property and proprietary rights generally. Proceedings to enforce our intellectual property and proprietary rights in foreign jurisdictions could (i) result in substantial costs and divert our efforts and attention from other aspects of our business, (ii) put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and (iii) provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Issued patents relating to SGT-001 or our other product candidates could be found invalid or unenforceable if challenged.

If one of our licensing partners or we initiate legal proceedings against a third party to enforce a patent relating to SGT-001 or our other product candidates, the defendant could counterclaim that the patent covering our product candidate is invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, written description, non-enablement or failure to claim patent eligible subject matter. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld information material to patentability from the USPTO, or made a misleading statement, during prosecution. Third parties also may raise similar claims before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include re-examination, post grant review, *inter partes* review, interference proceedings, derivation proceedings and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in the revocation or cancellation of or amendment to our licensed patents and any patents we may own in the future in such a way that they no longer cover SGT-001 or our other product candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which the patent examiner, we or our licensing partners were unaware during prosecution. If a defendant were to

prevail on a legal assertion of invalidity or unenforceability, we could lose at least part, and perhaps all, of the patent protection on SGT-001 or our other product candidates or technologies.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

In addition to the protection afforded by patents, we rely on trade secret protection and confidentiality agreements to protect proprietary know-how that is not patentable or that we elect not to patent, processes for which patents are difficult to enforce and any other elements of the discovery and development processes of SGT-001 and our other product candidates that involve proprietary know-how, information or technology that is not covered by patents. Our manufacturing process is protected by trade secrets. However, trade secrets can be difficult to protect and some courts inside and outside the United States are less willing or unwilling to protect trade secrets.

We seek to protect our proprietary know-how, trade secrets and processes, in part, by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our employees, consultants, scientific advisors, CROs, manufacturers and contractors. These agreements typically limit the rights of third parties to use or disclose our confidential information. However, we may not be able to prevent the unauthorized disclosure or use of our technical know-how or other trade secrets by the parties to these agreements, despite the existence generally of confidentiality agreements and other contractual restrictions. We cannot guarantee that we have entered into such agreements with each party that may have or have had access to our trade secrets or proprietary processes. Monitoring unauthorized uses and disclosures is difficult and we do not know whether the steps we have taken to protect our proprietary know-how and trade secrets will be effective. If any of our employees, collaborators, CROs, manufacturers, consultants, advisors and other third parties who are parties to these agreements breaches or violates the terms of any of these agreements, we may not have adequate remedies for any such breach or violation. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive, and time-consuming, and the outcome is unpredictable. As a result, we could lose our trade secrets. We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these security measures, they may still be breached, and we may not have adequate remedies for any breach.

In addition, our trade secrets may otherwise become known or be independently discovered by competitors. Competitors could purchase our product candidates, if approved, and attempt to replicate some or all of the competitive advantages we derive from our development efforts, willfully infringe, misappropriate or otherwise violate our intellectual property rights, design around our protected know-how and trade secrets, or develop their own competitive technologies that fall outside of our intellectual property rights. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate such trade secrets, from using that technology or information to compete with us. If our trade secrets are not adequately protected so as to protect our market against competitors' products and technologies, our competitive position could be adversely affected.

We may be subject to claims asserting that our employees, consultants or advisors have wrongfully used or disclosed alleged trade secrets of their current or former employers or claims asserting ownership of what we regard as our own intellectual property.

Certain of our employees, consultants or advisors are currently, or were previously, employed at universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors, as well as our academic partners. Although we try to ensure that our employees, consultants and advisors do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that these individuals or we have used or disclosed intellectual property, including trade secrets or other proprietary

information, of any such individual's current or former employer. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. An inability to incorporate such technologies or features would have a material adverse effect on our business and may prevent us from successfully commercializing our product candidates. Moreover, any such litigation or the threat of such litigation may adversely affect our ability to hire employees or contract with independent contractors. A loss of key personnel or their work product could hamper or prevent our ability to commercialize our product candidates. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

In addition, while it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. Moreover, even when we obtain agreements assigning intellectual property to us, the assignment of intellectual property rights may not be self-executing or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. Moreover, individuals executing agreements with us may have preexisting or competing obligations to a third party, such as an academic institution, and thus an agreement with us may be ineffective in perfecting ownership of inventions developed by that individual.

Changes in U.S. patent law could diminish the value of patents in general, thereby impairing our ability to protect our product candidates.

Changes in either the patent laws or the interpretation of the patent laws in the United States could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. On September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes several significant changes to U.S. patent law. Prior to March 2013 in the United States, assuming that other requirements for patentability are met, the first to make the claimed invention was entitled to the patent, while outside the United States, the first to file a patent application was entitled to the patent. After March 2013, under the Leahy-Smith Act, the United States transitioned to a first inventor to file system in which, assuming that other requirements for patentability are met, the first inventor to file a patent application will be entitled to the patent on an invention regardless of whether a third party was the first to invent the invention. The Leahy-Smith Act also includes a number of significant changes that affect the way patent applications will be prosecuted and may also affect patent litigation. These include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent through various post-grant proceedings administered by the USPTO. The USPTO developed new regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and in particular, the first to file provisions, only became effective on March 16, 2013. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business as, among other reasons, the USPTO must still implement various regulations. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

The patent positions of companies engaged in the development and commercialization of biologics and pharmaceuticals are particularly uncertain. Two cases involving diagnostic method claims and "gene patents" have been decided by the Supreme Court of the United States, or the Supreme Court. On March 20, 2012, the Supreme Court issued a decision in Mayo Collaborative Services v. Prometheus Laboratories, Inc., or Prometheus, a case involving patent claims directed to a process of measuring a metabolic product in a patient to optimize a drug dosage for the patient. According to the Supreme Court, the addition of well understood, routine or conventional activity such as "administering" or "determining" steps was not enough to transform an otherwise patent-ineligible natural phenomenon into patent-eligible subject matter. On July 3, 2012, the USPTO issued a guidance memo to patent examiners indicating that process claims directed to a law of nature, a natural

phenomenon or a naturally occurring relation or correlation that do not include additional elements or steps that integrate the natural principle into the claimed invention such that the natural principle is practically applied and the patent claim amounts to significantly more than the natural principle itself should be rejected as directed to patent-ineligible subject matter. On June 13, 2013, the Supreme Court issued its decision in Association for Molecular Pathology v. Myriad Genetics, Inc., or Myriad, a case involving patent claims held by Myriad Genetics, Inc. relating to the breast cancer susceptibility genes BRCA1 and BRCA2. Myriad held that an isolated segment of naturally occurring DNA, such as the DNA constituting the BRCA1 and BRCA2 genes, is not patent-eligible subject matter, but that complementary DNA may be patent-eligible.

The USPTO issued a guidance memorandum to patent examiners entitled 2014 Procedure For Subject Matter Eligibility Analysis Of Claims Reciting Or Involving Laws Of Nature/Natural Principles, Natural Phenomena, And/Or Natural Products. These guidelines instruct USPTO examiners on the ramifications of the Prometheus and Myriad rulings and apply the Myriad ruling to natural products and principles including all naturally occurring nucleic acids. Certain claims of our licensed patents and patent applications contain, and any future patents we may obtain may contain, claims that relate to specific recombinant DNA sequences that are naturally occurring at least in part and, therefore, could be the subject of future challenges made by third parties. In addition, the 2014 USPTO guidance could impact our ability to pursue similar patent claims in patent applications we may prosecute in the future.

We cannot assure you that our efforts to seek patent protection for our product candidates will not be negatively impacted by the decisions described above, rulings in other cases or changes in guidance or procedures issued by the USPTO. We cannot fully predict what impact the Supreme Court's decisions in Prometheus and Myriad may have on the ability of life science companies to obtain or enforce patents relating to their products in the future. These decisions, the guidance issued by the USPTO and rulings in other cases or changes in USPTO guidance or procedures could have a material adverse effect on our existing patent rights and our ability to protect and enforce our intellectual property in the future.

Moreover, although the Supreme Court has held in Myriad that isolated segments of naturally occurring DNA are not patent-eligible subject matter, certain third parties could allege that activities that we may undertake infringe other gene-related patent claims, and we may deem it necessary to defend ourselves against these claims by asserting non-infringement and/or invalidity positions, or paying to obtain a license to these claims. In any of the foregoing or in other situations involving third-party intellectual property rights, if we are unsuccessful in defending against claims of patent infringement, we could be forced to pay damages or be subjected to an injunction that would prevent us from utilizing the patented subject matter.

If we do not obtain patent term extension for patents relating to SGT-001 or our other product candidates, our business may be materially harmed.

Depending upon the timing, duration and specifics of any FDA marketing approval of SGT-001 and our other product candidates, one or more U.S. patents that we license or may own in the future may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent extension term of up to five years as compensation for patent term lost during the FDA regulatory review process based on the first regulatory approval for a particular drug or biologic. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. In addition, to the extent we wish to pursue patent term extension based on a patent that we in-license from a third party, we would need the cooperation of that third party. If we are unable to obtain patent term extension or the term of any such extension is less than we request, our competitors may be able to enter the market sooner.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition and our business may be adversely affected.

We have registered trademarks with the USPTO for the marks “SOLID BIOSCIENCES”, “SOLID GT” and “SOLID”. Once registered, our trademarks or trade names may be challenged, infringed, diluted, tarnished, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement, dilution or tarnishment claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Our efforts to enforce or protect our proprietary rights related to trademarks, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources.

Intellectual property rights and regulatory exclusivity rights do not necessarily address all potential threats.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business or permit us to maintain our competitive advantage. For example:

- others may be able to make gene therapy products that are similar to our product candidates but that are not covered by the claims of the patents that we license or may own in the future;
- we, or our current or future license partners or collaborators, might not have been the first to make the inventions covered by the issued patent or pending patent applications that we license or may own in the future;
- we, or our current and future license partners or collaborators, might not have been the first to file patent applications covering certain of our or their inventions;
- others may independently develop similar or alternative products or duplicate any of our processes without infringing our owned or licensed intellectual property rights;
- others may circumvent our regulatory exclusivities, such as by pursuing approval of a competitive product candidate via the traditional approval pathway based on their own clinical data, rather than relying on the abbreviated pathway provided for biosimilar applicants;
- it is possible that our pending licensed patent applications or those that we may own in the future will not lead to issued patents;
- issued patents that we hold rights to now or in the future may be held invalid or unenforceable, including as a result of legal challenges by our competitors;
- others may have access to the same intellectual property rights licensed to us;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- the patents or other intellectual property rights of others may have an adverse effect on our business; and
- we may choose not to file a patent for certain trade secrets or know-how, and a third party may subsequently file a patent covering such intellectual property.

Risks related to this offering and ownership of our common stock

After this offering, our executive officers, directors and principal stockholders will maintain the ability to control all matters submitted to our stockholders for approval.

Assuming the sale by us of shares of common stock in this offering (or shares if the underwriters exercise their option to purchase additional shares in full), our executive officers, directors and stockholders who owned more than 5% of our outstanding common stock before this offering will, in the aggregate, beneficially own shares representing approximately % of our capital stock upon completion of this offering. As a result, if these stockholders were to act together, they would be able to control all matters submitted to our stockholders for approval, as well as our management and affairs. For example, these persons, if they act together, would control the election of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. This concentration of voting power could delay or prevent an acquisition of our company on terms that other stockholders may desire or result in management of our company with which our public stockholders disagree.

A significant portion of our total outstanding shares are restricted from immediate resale but may be sold into the market in the near future, which could cause the market price of our common stock to drop significantly, even if our business is performing well.

Sales of a substantial number of shares of our common stock in the public market could occur at any time, subject to certain restrictions described below. These sales, or the perception in the market that holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. After this offering, we will have outstanding shares of common stock based on the number of shares outstanding as of , 2017. This includes the shares that we are selling in this offering, which may be resold in the public market immediately without restriction, unless purchased by our affiliates. The remaining shares are currently restricted as a result of securities laws or lock-up agreements but will be able to be sold after the offering as described in the "Shares eligible for future sale" and "Underwriting" sections of this prospectus. Moreover, after this offering, holders of an aggregate of approximately shares of our common stock will have rights, subject to some conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. In addition, million shares reserved for future issuance under our Existing Plan and 2017 Plan will become eligible for sale in the public market in the future, subject to certain legal and contractual limitations. We intend to register all shares of common stock that we may issue under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up agreements described in the "Underwriting" section of this prospectus.

In addition, J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC may, in their sole discretion, release all or some portion of the shares subject to lock-up agreements at any time and for any reason. Sales of a substantial number of such shares upon expiration of the lock-up agreements, the perception that such sales may occur, or early release of these agreements, could cause our market price to fall or make it more difficult for you to sell your common stock at a time and price that you deem appropriate.

If you purchase shares of common stock in this offering, you will suffer immediate dilution of your investment.

The initial public offering price of our common stock will be substantially higher than the net tangible book value per share of our common stock. Therefore, if you purchase shares of our common stock in this offering, you will pay a price per share that substantially exceeds our net tangible book value per share after this offering. Based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, you will experience immediate dilution of $ per share, representing the difference between our pro forma net tangible book value per share after giving effect to this offering at the assumed initial public offering price. In addition, purchasers of common stock in this offering will

have contributed approximately % of the aggregate price paid by all purchasers of our stock but will own only approximately % of our common stock outstanding after this offering. See “Dilution.”

The price of our common stock may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our common stock in this offering.

Our stock price is likely to be volatile. The stock market in general and the market for biopharmaceutical or pharmaceutical companies in particular, has experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your common stock at or above the initial public offering price. The market price for our common stock may be influenced by many factors, including:

- results of clinical trials of our SGT-001 or our other product candidates or those of our competitors;
- the success of competitive products or technologies;
- regulatory or legal developments in the United States, the European Union and other countries;
- the recruitment or departure of key personnel;
- the level of expenses related to any of our product candidates, or our clinical development programs and our commercialization efforts;
- the results of our efforts to discover, develop, acquire or in-license additional product candidates;
- actual or anticipated changes in our development timelines;
- our ability to raise additional capital;
- our inability to obtain or delays in obtaining adequate product supply for any approved product or inability to do so at acceptable prices;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our product candidates;
- significant lawsuits, including patent or stockholder litigation;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in the structure of health care payment systems;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, industry and market conditions; and
- the other factors described in this “Risk factors” section.

If our quarterly operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price of our stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

In the past, following periods of volatility in the market price of a company’s securities, securities class-action litigation often has been instituted against that company. Such litigation, if instituted against us, could cause us to incur substantial costs to defend such claims and divert management’s attention and resources.

If securities analysts do not publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

The trading market for our common stock will rely, in part, on the research and reports that industry or financial analysts publish about us or our business. We do not currently have, and may never obtain, research

coverage by industry or financial analysts. If no, or few, analysts commence coverage of us, the trading price of our stock would likely decrease. Even if we do obtain analyst coverage, if one or more of the analysts covering our business downgrade their evaluations of our stock, the price of our stock could decline. If one or more of these analysts cease to cover our stock, we could lose visibility in the market for our stock, which in turn could cause our stock price to decline.

An active trading market for our common stock may not develop.

Prior to this offering, there has been no public market for our common stock. The initial public offering price for our common stock will be determined through negotiations with the underwriters. Although we have applied to have our common stock listed on , an active trading market for our shares may never develop or be sustained following this offering. If an active market for our common stock does not develop, it may be difficult for you to sell shares you purchase in this offering without depressing the market price for the shares, or at all.

We are an "emerging growth company," and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.

We are an "emerging growth company," or EGC, as defined in the JOBS Act. We will remain an EGC until the earliest of: (i) the last day of the fiscal year in which we have total annual gross revenues of $1.07 billion or more; (ii) the last day of the fiscal year following the fifth anniversary of the date of the completion of this offering; (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; and (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC. For so long as we remain an EGC, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, or Section 404;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's discussion and analysis of financial condition and results of operations" disclosure;
- reduced disclosure obligations regarding executive compensation; and
- an exemption from the requirement to seek nonbinding advisory votes on executive compensation or golden parachute arrangements.

We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of reduced reporting burdens in this prospectus. In particular, we have not included all of the executive compensation information that would be required if we were not an EGC. We cannot predict whether investors will find our common stock less attractive if we rely on certain or all of these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

As a public company, and particularly after we are no longer an EGC, we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act

and rules subsequently implemented by the SEC and have imposed various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance.

Pursuant to Section 404, we will be required to furnish a report by our management on our internal control over financial reporting, including, once we are no longer an EGC, an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

We have identified material weaknesses in our internal control over financial reporting. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business and stock price.

We have identified material weaknesses in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, our stock price.

In connection with the audits of our consolidated financial statements as of and for the years ended December 31, 2015 and December 31, 2016, we identified material weaknesses in our internal control over financial reporting. The material weaknesses we identified were as follows:

- We did not design or maintain an effective control environment commensurate with our financial reporting requirements. We lacked a sufficient number of professionals with an appropriate level of accounting knowledge, training and experience to appropriately analyze, record and disclose accounting matters timely and accurately. Additionally, the limited personnel resulted in our inability to consistently establish appropriate authorities and responsibilities in pursuit of our financial reporting objectives, as demonstrated by, among other things, our insufficient segregation of duties in our finance and accounting functions. This material weakness contributed to the additional material weaknesses detailed below.
- We did not design and maintain formal accounting policies, procedures and controls to achieve complete, accurate and timely financial accounting, reporting and disclosures, including controls over the preparation and review of account reconciliations and journal entries. Additionally, we did not design and maintain controls over the appropriate cut-off, classification and presentation of accounts and disclosures in the financial statements.

- We did not design and maintain formal accounting policies, processes and controls to analyze, account for and disclose complex transactions. Specifically, we did not design and maintain controls to analyze, account for and disclose complex transactions, including variable interest entities, preferred units, the preferred unit tranche right and equity-based compensation.

Each of the control deficiencies could result in a misstatement of our accounts or disclosures that would result in a material misstatement of our annual or interim consolidated financial statements that would not be prevented or detected, and accordingly, we determined that these control deficiencies constitute material weaknesses.

These material weaknesses also resulted in a restatement of our previously issued 2015 annual consolidated financial statements and adjustments to our 2016 annual consolidated financial statements, which were recorded prior to their issuance.

We are in the process of implementing measures designed to improve our internal control over financial reporting and remediate the control deficiencies that led to the material weaknesses, including hiring additional finance and accounting personnel and initiating design and implementation of our financial control environment, including the establishment of formal accounting policies and procedures, financial reporting controls and controls to account for and disclose complex transactions.

We cannot assure you that the measures we have taken to date, and actions we may take in the future, will be sufficient to remediate the control deficiencies that led to our material weaknesses in our internal control over financial reporting or that they will prevent or avoid potential future material weaknesses. In addition, neither our management nor an independent registered public accounting firm has performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act because no such evaluation has been required. Had we or our independent registered public accounting firm performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act, additional material weaknesses may have been identified. If we are unable to successfully remediate our existing or any future material weaknesses in our internal control over financial reporting, or identify any additional material weaknesses, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting, and our share price may decline as a result.

Provisions in our corporate charter and our bylaws and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our corporate charter and our bylaws that will become effective prior to the effectiveness of the registration statement of which this prospectus forms a part may discourage, delay or prevent a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions also could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions:

- establish a classified board of directors such that not all members of our board are elected at one time;
- allow the authorized number of our directors to be changed only by resolution of our board of directors;
- limit the manner in which stockholders can remove directors from the board;
- establish advance notice requirements for stockholder proposals that can be acted on at stockholder meetings and nominations to our board of directors;

- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit actions by our stockholders by written consent;
- limit who may call stockholder meetings;
- authorize our board of directors to issue preferred stock without stockholder approval, which could be used to institute a stockholder rights plan, or so-called "poison pill," that would work to dilute the stock ownership of a potential hostile acquirer, effectively preventing acquisitions that have not been approved by our board of directors; and
- require the approval of the holders of at least two-thirds of the votes that all our stockholders would be entitled to cast to amend or repeal certain provisions of our charter or bylaws.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, or the DGCL, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

Our charter will provide that the Court of Chancery of the State of Delaware is the exclusive forum for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for such disputes with us or our directors, officers or employees.

Our charter that we expect it to be in effect prior to the effectiveness of the registration statement of which this prospectus forms a part will provide that the Court of Chancery of the State of Delaware is the exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim for breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, our charter or our bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine. The choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find the choice of forum provision contained in our charter to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

USE OF PROCEEDS

We expect to receive net proceeds from this offering of approximately $ million, or approximately $ million if the underwriters exercise their option to purchase additional shares in full (assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus), after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

As of March 31, 2017, we had cash, cash equivalents and available-for-sale securities of $52.0 million. We intend to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- approximately $ million to fund research and development expenses, including clinical trials for SGT-001;
- approximately $ million for capital expenditures; and
- the remainder for general and administrative expenses and other general corporate purposes.

Based on our current plans, we believe our cash, cash equivalents and available-for-sale securities, together with the net proceeds from this offering, will be sufficient to fund our operations for at least 12 months.

Our expected use of net proceeds from this offering represents our current intentions based upon our present plans and business condition. As of the date of this prospectus, we cannot predict with complete certainty all of the particular uses for the net proceeds to be received upon the completion of this offering or the actual amounts that we will spend on the uses set forth above.

The amounts and timing of our actual expenditures will depend on numerous factors, including the progress of our clinical trials and other development and commercialization efforts for SGT-001, as well as the amount of cash used in our operations. We therefore cannot estimate with certainty the amount of net proceeds to be used for the purposes described above. We may find it necessary or advisable to use the net proceeds for other purposes, and we will have broad discretion in the application of the net proceeds. Pending the uses described above, we plan to invest the net proceeds from this offering in short- and intermediate-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have not declared or paid any cash dividends on our capital stock since our inception. We intend to retain future earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future.

CORPORATE CONVERSION

We currently operate as a Delaware limited liability company under the name Solid Biosciences, LLC. Prior to the effectiveness of the registration statement of which this prospectus forms a part, Solid Biosciences, LLC will convert into a Delaware corporation pursuant to a statutory conversion and change its name to Solid Biosciences Inc. In addition, special purpose entities formed solely for the purpose of holding membership interests in our limited liability company will be merged with and into us. In this prospectus, we refer to all of the transactions related to our conversion to a corporation and the mergers described above as the Corporate Conversion.

In conjunction with the Corporate Conversion, all of our outstanding units will be converted into an aggregate of shares of our common stock (which includes shares of restricted stock). The number of shares of common stock and the number of shares of restricted stock issuable in connection with the Corporate Conversion will be determined pursuant to the applicable provisions of the plan of conversion.

In connection with the Corporate Conversion, Solid Biosciences Inc. will continue to hold all property and assets of Solid Biosciences, LLC and will assume all of the debts and obligations of Solid Biosciences, LLC. Solid Biosciences Inc. will be governed by a certificate of incorporation filed with the Delaware Secretary of State and bylaws, the material portions of which are described under the heading “Description of capital stock.” On the effective date of the Corporate Conversion, the members of the board of managers of Solid Biosciences, LLC will become the members of Solid Biosciences Inc.’s board of directors and the officers of Solid Biosciences, LLC will become the officers of Solid Biosciences Inc.

The purpose of the Corporate Conversion is to reorganize our corporate structure so that the top-tier entity in our corporate structure—the entity that is offering common stock to the public in this offering—is a corporation rather than a limited liability company and so that our existing investors will own our common stock rather than membership units in a limited liability company.

Except as otherwise noted herein, the consolidated financial statements included elsewhere in this prospectus are those of Solid Biosciences, LLC and its combined operations. We do not expect that the Corporate Conversion will have a material effect on the results of our core operations.

CASH AND CAPITALIZATION

The following table describes our cash, cash equivalents and available-for-sale securities and capitalization as of March 31, 2017:

- on an actual basis;
- on a pro forma basis to give effect to the Corporate Conversion; and
- on a pro forma as adjusted basis to additionally give effect to the sale of shares of our common stock in this offering, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

You should read the following information together with the information contained under the headings "Selected consolidated financial data" and "Management's discussion and analysis of financial condition and results of operations" and our consolidated financial statements and the related notes appearing at the end of this prospectus.

	As of March 31, 2017		
(in thousands, except share and per share data)	**Actual**	**Pro forma (1)(2)**	**Pro forma as adjusted (1)**
Cash, cash equivalents and available-for-sale securities	$ 51,952	$ 51,952	$
Redeemable preferred units	69,177	—	—
Members' deficit:			
Series A, B, C and D common units	62,914		
Accumulated members' deficit	(84,955)	—	—
Total members' deficit	(22,041)	—	—
Stockholders' equity:			
Common stock, $0.001 par value per share (no shares authorized, issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted)	—		
Preferred stock, $0.001 par value per share (no shares authorized, issued and outstanding, actual; shares authorized, none issued and outstanding, pro forma and pro forma as adjusted)	—	—	—
Additional paid-in capital	—		
Accumulated deficit	—		
Accumulated other comprehensive loss	—		
Total stockholders' equity	—	47,136	
Total capitalization	$ 47,136	$ 47,136	$

(1) In connection with the Corporate Conversion, preferred units, Series A, B, C and D common units and members' accumulated deficit will be reduced to zero to reflect the elimination of all outstanding units and other interests in Solid Biosciences, LLC and corresponding adjustments will be reflected as common stock, additional paid-in capital, stockholders' accumulated deficit, stockholders' accumulated other comprehensive loss and total stockholders' equity of Solid Biosciences Inc. The pro forma and pro forma as adjusted information is illustrative only.

(2) The following table sets forth the number of shares of common stock and restricted common stock that will be issued in connection with the Corporate Conversion and the consummation of this offering to holders of our Series A, B, C, and D common units:

Shares of common stock to be issued for:	
Series A common units	
Series B vested common units	
Series C common units	
Series D vested common units	
Shares of restricted common stock to be issued for:	
Series B unvested common units	
Series D unvested common units	
Contingent shares of restricted common stock issuable for:	
Series D unvested common units	
Total	

DILUTION

If you invest in our common stock, your ownership interest will be diluted to the extent of the difference between the initial public offering price in this offering per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock upon consummation of this offering. Net tangible book value per share represents the book value of our total tangible assets less the book value of our total liabilities divided by the number of shares of common stock then issued and outstanding.

After giving effect to the Corporate Conversion, pro forma net tangible book value as of March 31, 2017 was $ million, or $ per share based on shares of our common stock outstanding. After giving effect to our sale of shares of common stock in this offering, at an assumed initial public offering price of $ per share, (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of March 31, 2017 would have been $ million, or $ per share (assuming no exercise of the underwriters' option to purchase additional shares of our common stock). This represents an immediate and substantial dilution of $ per share to new investors purchasing common stock in this offering. The following table illustrates this dilution per share:

Assumed initial public offering price per share		$
Pro forma net tangible book value per share as of March 31, 2017	$	
Increase in pro forma net tangible book value per share attributable to this offering	$	
Pro forma as adjusted net tangible book value per share after giving effect to this offering		$
Dilution per share to new investors in this offering		$

The following table summarizes, on a pro forma as adjusted basis as of March 31, 2017, the differences between the number of shares of common stock purchased from us, the total consideration paid and the average price per share paid by existing stockholders and to be paid by the new investors purchasing shares of common stock in this offering, at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting the underwriting discounts and commissions and estimated offering expenses payable by us in connection with this offering.

	Shares purchased		Total consideration		Average price per share
	Number	Percent	Amount	Percent	
Existing investors		%	$	%	$
New investors in this offering		%	$	%	$
Total		%	$	%	

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share of common stock, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) total consideration paid by new investors in this offering by $ and would increase (decrease) the average price per share paid by new investors by $, assuming the number of shares of common stock offered, as set forth on the cover page of this prospectus, remains the same and without deducting the underwriting discounts and commissions and offering expenses payable by us in connection with this offering. If the underwriters exercise in full their option to purchase additional shares of our common stock in the offering, the following will occur:

- the number of shares of our common stock held by new investors will increase to , or % of the total number of shares of our common stock outstanding after this offering; and
- the pro forma as adjusted net tangible book value would be $ per share and the dilution to new investors in this offering would be $ per share.

We expect to require additional capital to fund our current and future operating plans. To the extent additional capital is raised through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders. See “Risk factors—Risks related to this offering and ownership of our common stock—If you purchase shares of common stock in this offering, you will suffer immediate dilution of your investment.”

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the following selected consolidated financial data together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Cash and capitalization" and "Management's discussion and analysis of financial condition and results of operations" sections of this prospectus. We have derived the consolidated statements of operations data for the years ended December 31, 2015 and 2016 and the consolidated balance sheet data as of December 31, 2015 and 2016 from our audited consolidated financial statements appearing at the end of this prospectus. The consolidated statements of operations data for the three months ended March 31, 2016 and 2017 and the consolidated balance sheet data as of March 31, 2017 have been derived from our unaudited consolidated financial statements appearing at the end of this prospectus and have been prepared on the same basis as the audited financial statements. In the opinion of management, the unaudited consolidated financial statements reflect all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information in those consolidated statements. Our historical results are not necessarily indicative of results that should be expected in any future period, and our results for any interim period are not necessarily indicative of results that should be expected for any full year.

	Year ended December 31,		Three months ended March 31,	
(in thousands, except units and per unit data)	2015	2016	2016	2017
Consolidated statements of operations data:				
Revenue	$ —	$ —	$ —	$ —
Operating expenses:				
Research and development	4,192	20,116	2,923	8,733
General and administrative	2,372	5,460	1,146	5,380
Total operating expenses	6,564	25,576	4,069	14,113
Loss from operations	(6,564)	(25,576)	(4,069)	(14,113)
Other income (expense):				
Revaluation of preferred unit tranche rights	(103)	1,163	992	—
Interest and other income	3	640	86	238
Total other income (expense), net	(100)	1,803	1,078	238
Net loss	$ (6,664)	$ (23,773)	$ (2,991)	$ (13,875)
Net loss attributable to Solid Biosciences, LLC	$ (6,377)	$ (21,539)	$ (2,680)	$ (12,815)
Net loss attributable to common unitholders	$ (6,445)	$ (17,230)	$ (1,653)	$ (14)
Net loss per unit attributable to common unitholders, basic and diluted (1)	$ (7.61)	$ (10.14)	$ (0.99)	$ (0.01)
Weighted average common units outstanding, basic and diluted (1)	846,569	1,698,904	1,666,529	3,047,759

	As of December 31,		As of March 31,
(in thousands)	2015	2016	2017
Consolidated balance sheet data:			
Cash, cash equivalents and available-for-sale securities	$ 55,387	$ 37,658	$ 51,952
Working capital	41,772	33,099	46,190
Total assets	55,696	40,636	55,028
Redeemable preferred units	61,697	71,649	69,177
Accumulated members' deficit	(67,711)	(84,941)	(84,955)
Total deficit	(19,925)	(37,886)	(22,041)

(1) See Note 15 to our financial statements appearing at the end of this prospectus for details on the calculation of basic and diluted net loss per unit attributable to common unitholders.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and consolidated results of operations together with the "Selected consolidated financial data" section of this prospectus and our consolidated financial statements and the related notes included at the end of this prospectus. This discussion and other parts of this prospectus contain forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. As a result of many factors, including those factors set forth in the "Risk factors" section of this prospectus, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Our mission is to cure Duchenne muscular dystrophy, or DMD, a genetic muscle-wasting disease predominantly affecting boys, with symptoms that usually manifest between three and five years of age. DMD is a progressive, irreversible and ultimately fatal disease that affects approximately one in every 3,500 to 5,000 live male births and has an estimated prevalence of 10,000 to 15,000 cases in the United States alone. DMD is caused by mutations in the dystrophin gene, which result in the absence or near-absence of dystrophin protein. Dystrophin protein works to strengthen muscle fibers and protect them from daily wear and tear. Without functioning dystrophin and certain associated proteins, muscles suffer excessive damage from normal daily activities and are unable to regenerate, leading to the build-up of fibrotic, or scar, and fat tissue. There is no cure for DMD and, for the vast majority of patients, there are no satisfactory symptomatic or disease-modifying treatments. Our lead product candidate, SGT-001, is a gene transfer under development to restore functional dystrophin protein expression in patients' muscles. If successful, SGT-001 has the potential to slow or even halt the progression of the disease in a majority of patients with DMD, regardless of their genetic mutation or disease stage.

Since our inception, we have devoted substantial resources to identifying and developing SGT-001 and our other product candidates, developing our manufacturing processes, organizing and staffing our company and providing general and administrative support for these operations. We have incurred significant losses every year since our inception. We do not have any products approved for sale. To date, we have not generated any revenue. Our ability to eventually generate any product revenue sufficient to achieve profitability will depend on the successful development, approval and eventual commercialization of SGT-001 and our other product candidates. We intend to commercialize SGT-001 in the United States and European Union and may enter into licensing agreements or strategic collaborations in other markets. If we generate product sales or enter into licensing agreements or strategic collaborations, we expect that any revenue we generate will fluctuate from quarter to quarter and year to year as a result of the timing and amount of any product sales, license fees, milestone payments and other payments. If we fail to complete the development of SGT-001 and our other product candidates in a timely manner or obtain regulatory approval of them, our ability to generate future revenue, and our results of operations and financial position, would be materially adversely affected.

Due to our significant research and development expenditures, licensing and patenting investment, and general and administrative costs associated with our operations, we have generated substantial operating losses in each period since inception. Our net losses were $6.7 million and $23.8 million for the years ended December 31, 2015 and 2016, respectively, and were $3.0 million and $13.9 million for the three months ended March 31, 2016 and 2017, respectively. As of March 31, 2017, we had an accumulated deficit of $85.0 million.

As we seek to develop and commercialize SGT-001 and our other product candidates, we anticipate that our expenses will increase significantly and that we will need substantial additional funding to support our continuing operations. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of public or private equity financings, debt financings or

other sources, which may include licensing agreements or strategic collaborations. We may be unable to raise additional funds or enter into such agreements or arrangements when needed on favorable terms, if at all. If we fail to raise capital or enter into such agreements as and when needed, we may have to significantly delay, scale back or discontinue the development or commercialization of SGT-001 or our other product candidates.

Because of the numerous risks and uncertainties associated with product development, we are unable to predict the timing or amount of increased expenses or determine when or if we will be able to achieve or maintain profitability. Even if we are able to generate revenue from product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

In its report on our consolidated financial statements for the year ended December 31, 2016, our independent registered public accounting firm included an explanatory paragraph stating that our recurring losses from operations since inception and required additional funding to finance our operations raise substantial doubt about our ability to continue as a going concern.

As of March 31, 2017, we had cash, cash equivalents and available-for-sale securities of $52.0 million. We believe that the anticipated net proceeds from this offering, together with our existing cash, cash equivalents and available-for-sale securities, will enable us to fund our operating expenses and capital expenditure requirements through at least the next 12 months. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. See “—Liquidity and capital resources.”

Merger and recapitalization

We historically owned 100% of the voting units of our wholly owned subsidiary, Solid GT, LLC, or Solid GT, and the results of Solid GT are included in our consolidated financial statements. Solid GT was organized in Delaware in August 2014 and was engaged in the business of developing disease-modifying interventions for DMD through gene therapy. In November 2015, Solid GT issued voting units to new investors, which decreased our voting ownership in Solid GT to 77%. We consolidated the results of Solid GT as we owned a majority voting interest in Solid GT and we directed the activities of Solid GT.

Net loss attributable to non-controlling interests in our consolidated statement of operations and comprehensive loss consists of the portion of the net income or loss of Solid GT that is not allocated to us. Changes in the amount of net loss attributable to non-controlling interests are directly impacted by changes in the net income or loss of Solid GT. On March 29, 2017, we merged the operations of Solid GT into the company and Solid GT ceased to exist as a separate legal entity. As a result, for periods subsequent to March 29, 2017, we no longer report any non-controlling interests related to Solid GT.

Corporate conversion

We currently operate as a Delaware limited liability company, under the name Solid Biosciences, LLC. Prior to the effectiveness of the registration statement of which this prospectus forms a part, Solid Biosciences, LLC will convert into a Delaware corporation pursuant to a statutory conversion and change its name to Solid Biosciences Inc. In addition, entities formed solely for the purpose of holding membership interests in our limited liability company will be merged with and into us. As a result of the Corporate Conversion, the holders of the Series 1 Senior Preferred, Junior Preferred Units, Series A, B, C and D Common Units and Series 2 Senior Preferred Units, if issued, of Solid Biosciences, LLC will become holders of common stock of Solid Biosciences Inc.

The purpose of the Corporate Conversion is to reorganize our structure so that the entity that is offering our common stock to the public in this offering is a corporation rather than a limited liability company and so that

our existing investors will own our common stock rather than equity interests in a limited liability company. For further information regarding the Corporate Conversion, see “Corporate conversion.” References in this prospectus to our capitalization and other matters pertaining to our equity and shares prior to the Corporate Conversion relate to the capitalization and equity and shares of Solid Biosciences, LLC, and after the Corporate Conversion, to Solid Biosciences Inc.

The consolidated financial statements included elsewhere in this prospectus are those of Solid Biosciences, LLC and its subsidiaries. We do not expect that the Corporate Conversion will have a material effect on the results of our core operations.

Financial operations overview

Revenue

We have not generated any revenue as we do not have any approved products and do not expect to generate any revenue from the sale of our products for the next few years. If our development efforts for SGT-001 or our other product candidates are successful and result in marketing approval or if we enter into collaboration or license agreements with third parties, we may generate revenue in the future from a combination of product sales or payments from those collaboration or license agreements.

Operating expenses

We classify our operating expenses into two categories: research and development, and general and administrative expenses. Personnel costs, including salaries, benefits, bonuses and equity-based compensation expense, comprise a significant component of each of these expense categories. We allocate expenses associated with personnel costs based on the nature of work associated with these resources.

Research and development expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our discovery efforts, and the development of SGT-001 and our other product candidates and include:

- expenses incurred under agreements with third parties, including CROs, that conduct research and preclinical activities on our behalf as well as contract manufacturing organizations, or CMOs, that manufacture SGT-001 and our other product candidates for use in our preclinical and clinical trials;
- salaries, benefits and other related costs, including equity-based compensation expense, for personnel engaged in research and development functions;
- costs of outside consultants, engaged to assist in our research and development activities, including their fees, equity-based compensation and related travel expenses;
- the costs of laboratory supplies and acquiring, developing and manufacturing preclinical study and future clinical trial materials;
- costs incurred in seeking regulatory approval of SGT-001 and our other product candidates;
- expenses incurred under our intellectual property liceneses; and
- facility-related research and development expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs.

We expense research and development expenses as incurred. We recognize costs for certain development activities, such as preclinical research and development, based on an evaluation of the progress to completion of specific tasks using information and data provided to us by our vendors, collaborators and third-party service providers. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our consolidated financial statements as prepaid or accrued research and development expenses.

We typically use our employee and infrastructure resources across our product candidates. We track outsourced development costs and milestone payments made under our licensing arrangements by product candidates, but we do not allocate personnel costs, license payments made under our licensing arrangements or other internal costs to product candidates on a program-specific basis. These costs are included in unallocated research and development expenses in the table below.

The following table summarizes our research and development expenses by product candidates for the respective periods:

	Year ended December 31,		Three months ended March 31,	
	2015	2016	2016	2017
SGT-001	$1,940	$13,891	$1,347	$6,358
Other product candidates	233	1,021	238	461
Unallocated research and development expenses	2,019	5,204	1,338	1,914
Total research and development expenses	$4,192	$20,116	$2,923	$8,733

We cannot determine with certainty the duration, costs and timing of clinical trials of SGT-001 and our other product candidates or if, when or to what extent we will generate revenue from the commercialization and sale of any our product candidates for which we obtain marketing approval or our other research and development expenses. We may never succeed in obtaining marketing approval for any of our product candidates. The duration, costs and timing of clinical trials and development of our product candidates will depend on a variety of factors, including:

- the scope, rate of progress, expense and results of any clinical trials of SGT-001 or other product candidates and other research and development activities that we may conduct;
- uncertainties in clinical trial design and patient enrollment or drop out or discontinuation rates;
- significant and changing government regulation and regulatory guidance;
- potential additional studies requested by regulatory agencies;
- the timing and receipt of any marketing approvals; and
- the expense of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights.

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect that our research and development expenses will continue to increase for the foreseeable future as we initiate clinical trials of SGT-001, initiate clinical trials for product candidates other than SGT-001 and continue to identify and develop additional product candidates.

General and administrative expenses

General and administrative expenses consist primarily of salaries and other related costs, including equity-based compensation, for personnel in our executive, finance, business development and administrative functions. General and administrative expenses also include legal fees relating to patent and corporate matters; professional fees for accounting, auditing, tax and consulting services; insurance costs; travel expenses; and facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of office facilities and other operating costs.

We expect that our general and administrative expenses will increase in the future as we increase our general and administrative personnel headcount to support our research and development activities and activities related to the potential commercialization of SGT-001 and our other product candidates. We also expect to incur increased expenses associated with being a public company, including costs of accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements, director and officer insurance costs and investor and public relations costs.

Other income (expense)

Revaluation of preferred unit tranche rights

Included in the terms of the Redeemable Preferred Unit Purchase Agreement was a right, which we refer to as the Redeemable Preferred Tranche Right, granted to the holders of the Redeemable Preferred Units issued in December 2013. The Redeemable Preferred Tranche Right obligates the holders to purchase, and provides the holders with the right to purchase, additional redeemable preferred units under certain circumstances. The Redeemable Preferred Tranche Right was transferrable by the investors.

The terms of the Series 1 Senior Preferred Unit Purchase Agreement also contained a right, which we refer to as the Series 1 Tranche Right. The Series 1 Tranche Right obligates the holders of the Series 1 Senior Preferred Units to purchase 1,973,430 Series 2 Senior Preferred Units at a purchase price of $12.67 per unit in the event the Company achieves certain preclinical milestones. In addition, the holders of a majority of the Series 1 Senior Preferred Units have the right to require the holders of the Series 1 Senior Preferred Units to purchase the Series 2 Senior Preferred Units at any time prior to September 1, 2017. The Series 1 Tranche Right is subject to certain transfer rights.

We concluded that the Redeemable Preferred Tranche Right and the Series 1 Tranche Right, together the Tranche Rights, met the definition of a freestanding financial instrument as the Tranche Rights were legally detachable and separately exercisable from the Redeemable Preferred Units and the Series 1 Senior Preferred Units. Therefore, we allocated the net proceeds between the Tranche Rights and the Redeemable Preferred Units or the Series 1 Senior Preferred Units. The Tranche Rights were initially recorded at fair value and are re-measured at fair value each reporting period. Changes in the fair market value are recognized as a component of other income (expense), net, in the consolidated statements of operations.

In October 2016, the Redeemable Preferred Tranche Right was settled with the closing of the Redeemable Preferred Unit financing. As of March 31, 2017, the Series 1 Tranche Right is still outstanding.

Interest income

Interest income consists of interest income earned on our cash, cash equivalents and available-for-sale securities. Our interest income has not been significant due to low investment balances and low interest earned on those balances.

Other income

We have received funding from charitable organizations, which are not considered to be an ongoing major or central part of our business. The amounts received are recorded as other income as services are performed and research expenses are incurred in the consolidated statements of operations.

Income taxes

Since our inception in 2013, we have been organized as a Delaware limited liability company for federal and state income tax purposes and treated as a partnership for U.S. income tax purposes. As such, we are not viewed as a taxpaying entity in any jurisdiction and do not require a provision for income taxes. Each member of our company is responsible for the tax liability, if any, related to its proportionate share of our taxable income.

After consummation of this offering, we will be treated as a corporation for U.S. income tax purposes and thus will become subject to U.S. federal, state and local income taxes and will be taxed at the prevailing corporate tax rates. Among other things, we may begin to generate net operating losses at the corporate level. We will account for income taxes using an asset and liability approach, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the consolidated financial statements, but have not been reflected in taxable income. A valuation allowance is established to reduce deferred tax assets to their estimated realizable value.

We will account for uncertainty in income taxes recognized in the financial statements by applying a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained, the tax position is then assessed to determine the amount of benefit to recognize in the financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. The provision for income taxes includes the effects of any resulting tax reserves, or unrecognized tax benefits, that are considered appropriate as well as the related net interest and penalties.

Critical accounting policies and use of estimates

Our management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of our consolidated financial statements and related disclosures requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, costs and expenses and the disclosure of contingent assets and liabilities in our consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates.

While our significant accounting policies are described in more detail in the notes to our consolidated financial statements appearing at the end of this prospectus, we believe that the following accounting policies are those most critical to the judgments and estimates used in the preparation of our consolidated financial statements.

Accrued research and development expenses

As part of the process of preparing our consolidated financial statements, we are required to estimate our accrued research and development expenses. This process involves reviewing open contract and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated costs incurred for the services when we have not yet been invoiced or otherwise notified of the actual costs. The majority of our service providers invoice us in arrears for services performed, on a pre-determined schedule or when contractual milestones are met; however, some require advanced payments. We make estimates of our accrued expenses as of each balance sheet date in our consolidated financial statements based on facts and circumstances known to us at that time. Examples of estimated accrued research and development expenses include fees paid to:

- CROs in connection with performing research activities on our behalf and conducting preclinical studies on our behalf;
- vendors in connection with preclinical development activities;
- vendors related to product manufacturing and development and distribution of preclinical supplies; and
- third parties under our intellectual property licenses.

We base our expenses related to preclinical studies on our estimates of the services received and efforts expended pursuant to quotes and contracts with multiple CROs that conduct and manage preclinical studies and clinical trials on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the expense. In accruing fees, we estimate the time period over which services will be performed, and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or amount of prepaid expense accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in us reporting amounts that are too high or too low in any particular period. To date, we have not made any material adjustments to our prior estimates of accrued research and development expenses.

Tranche Rights

We measure the fair value of the Tranche Rights based on the fair value of the tranche rights at inception and remeasure their fair value at each reporting date until settled. Changes in the fair market value are recognized as a component of other income (expense), net in the consolidated statement of operations. As there has been no public market for our preferred units, the estimated fair value of our preferred units has been determined from our most recently available third-party valuations of preferred units. These third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*, also known as the Practice Aid. Our preferred unit valuations were prepared using a market approach based on the most recent round of equity financing and an option-pricing method, or OPM, with the exception of the December 6, 2016 valuation, which was performed using the hybrid method and the expected probability of closing a financing round. The hybrid method was used in anticipation of an equity financing transaction, which had not closed as of the valuation date. The OPM treats preferred units and common units as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. The hybrid method is a probability-weighed expected return method, or PWERM, where the equity value in one or more scenarios is calculated using OPM. The PWERM is a scenario-based methodology that estimates the fair value of preferred units based upon an analysis of future values for the company, assuming various outcomes. The preferred unit value is based on the probability-weighted present value of expected future investment returns considering each of the possible outcomes available as well as the rights of each class of units. The values of the preferred units under each outcome is probability weighted to arrive at an indication of value for the common units. The OPM and hybrid methods were selected to properly account for the limited liability company structure.

Equity-based compensation

Certain of our employees and consultants have received grants of common units in our company. These awards are accounted for in accordance with guidance prescribed for accounting for equity-based compensation. Based on this guidance and the terms of the awards, the awards are equity classified. The common units receive distributions only if a threshold that is equivalent to fair value at the grant date is exceeded.

We are a private company with no active public market for our common equity. Therefore, we have periodically determined the estimated per share fair value of our common equity at their various dates using contemporaneous valuations performed in accordance with the guidance outlined in the Practice Aid. Once a public trading market for our common stock has been established in connection with the completion of this offering, it will no longer be necessary for us to estimate the fair value of our common stock in connection with our accounting for restricted stock, as the fair value of our common stock will be its public market trading price.

For financial reporting purposes, we performed common unit valuations with the assistance of a third-party specialist, for the years ended December 31, 2014, 2015 and 2016 and for each quarter in the period from January 1, 2016 through March 31, 2017.

Our common unit valuations were prepared using a market approach based on the most recent round of equity financing and an OPM, with the exception of the December 6, 2016 valuation, which was performed using the hybrid method and the expected probability of closing a financing round. The hybrid method was used in anticipation of an anticipated equity financing transaction, which had not closed as of the valuation date. The OPM treats common units and preferred units as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. Under this method, the common unit has value only if the funds available for distribution to stockholders exceeded the value of the preferred stock liquidation preference at the time of the liquidity event, such as a strategic sale, merger or public offering. The hybrid method is a PWERM where the equity value in one or more scenarios is calculated using an OPM. The PWERM is a scenario-based methodology that estimates the fair value of common units based upon an analysis of future values for the company, assuming various outcomes. The common unit value is based on the probability-weighted present value of expected future investment returns considering each of the possible outcomes available as well as the rights of each class of units. The values of the common unit under each outcome is probability weighted to arrive at an indication of value for the common unit. The OPM and hybrid methods were selected to properly account for the limited liability company structure.

In connection with the preparation of valuations of our common units, our management and valuation specialists collectively used various objective and subjective factors to determine the fair value of our common unit as of each grant date, including:

- the prices at which we sold preferred units and the superior rights and preferences of the preferred units relative to our common units at the time of each grant;
- the progress of our research and development programs, including the status and results of preclinical studies for our product candidates;
- our stage of development and commercialization and our business strategy;
- external market conditions affecting the biopharmaceutical industry and trends within the biopharmaceutical industry;
- our financial position, including cash on hand, and our historical and forecasted performance and operating results;
- the lack of an active public market for our common units and preferred units;
- the likelihood of achieving a liquidity event, such as an initial public offering or sale of our company in light of prevailing market conditions; and
- the analysis of initial public offerings and the market performance of similar companies in the biopharmaceutical industry.

The assumptions underlying these valuations represented management's best estimate, which involved inherent uncertainties and the application of management's judgment. As a result, if we had used significantly different assumptions or estimates, the fair value of our common units and our equity-based compensation expense could have been materially different.

Once a public trading market for our common stock has been established in connection with this offering, it will no longer be necessary for our board of directors to estimate the fair value of our common stock in connection with our accounting for equity awards we may grant, as the fair value of our common stock will be determined based on the quoted market price of our common stock.

Results of operations

Comparison of the three months ended March 31, 2016 and 2017

The following table summarizes our results of operations for the three months ended March 31, 2016 and 2017:

(in thousands)	Three months ended March 31, 2016	2017	Increase (decrease)
Revenue	$ —	$ —	$ —
Operating expenses:			
Research and development	2,923	8,733	5,810
General and administrative	1,146	5,380	4,234
Total operating expenses	4,069	14,113	10,044
Loss from operations	(4,069)	(14,113)	(10,044)
Other income (expense):			
Revaluation of preferred unit tranche rights	992	—	(992)
Interest income	86	62	(24)
Other income	—	176	176
Total other income (expense)	1,078	238	(840)
Net loss	$(2,991)	$(13,875)	$(10,884)

Research and development expenses

(in thousands)	Three months ended March 31, 2016	2017	Increase (decrease)
SGT-001	$ 1,347	$ 6,358	$ 5,011
Other product candidates	238	461	223
Unallocated research and development expenses	1,338	1,914	576
Total research and development expenses	$ 2,923	$ 8,733	$ 5,810

Research and development expenses for the three months ended March 31, 2016 were $2.9 million, compared to $8.7 million for the three months ended March 31, 2017. The increase of $5.8 million in research and development costs was due to a $5.0 million increase in preclinical research and manufacturing costs related to our lead product candidate SGT-001, $0.2 million increase in costs related to our other product candidates and $0.6 million increase in unallocated research and development costs due primarily to increased compensation and headcount.

General and administrative expenses

General and administrative expenses were $1.1 million for the three months ended March 31, 2016, compared to $5.4 million for the three months ended March 31, 2017. The increase of $4.3 million was primarily due to in an increase in equity-based compensation of $2.8 million, an increase of $0.9 million in professional fees related to preparation for this offering, an increase of $0.4 million in personnel-related expenses and an increase of $0.2 million of other corporate expenses. The increase in equity-based compensation of $2.8 million during the three months ended March 31, 2017 was due to a charge associated with the exchange of certain of our vested common units in connection with the recapitalization of our company and our merger with Solid GT on March 29, 2017.

Revaluation of preferred unit tranche rights

The revaluation of the Redeemable Preferred Tranche Right resulted in a gain of $1.0 million for the three months ended March 31, 2016 due to a decrease in the fair value of the preferred units. The Redeemable Preferred Tranche Right expired in October 2016. We issued the Series 1 Tranche Right on March 29, 2017, for which there was no change in its fair value from its date of issuance through March 31, 2017.

Interest income

Interest was unchanged at $0.1 million for the three months ended March 31, 2016 and for the three months ended March 31, 2017.

Other income

There was no other income for the three months ended March 31, 2016, compared to $0.2 million for the three months ended March 31, 2017. The increase of $0.2 million was due to income from charitable organizations. We do not expect these contributions to significantly increase in future periods.

Comparison of the years ended December 31, 2015 and 2016

The following table summarizes our results of operations for the years ended December 31, 2015 and 2016:

	Year ended December 31,		Increase
(in thousands)	**2015**	**2016**	**(decrease)**
Revenue	$ —	$ —	$ —
Operating expenses:			
Research and development	4,192	20,116	15,924
General and administrative	2,372	5,460	3,088
Total operating expenses	6,564	25,576	19,012
Loss from operations	(6,564)	(25,576)	(19,012)
Other income (expense):			
Revaluation of preferred unit tranche rights	(103)	1,163	1,266
Interest income	3	369	366
Other income	—	271	271
Total other income (expense)	(100)	1,803	1,903
Net loss	$(6,664)	$(23,773)	$(17,109)

Research and development expenses

	Year ended December 31,		Increase
(in thousands)	**2015**	**2016**	**(decrease)**
SGT-001	$1,940	$13,891	$ 11,951
Other product candidates	233	1,021	788
Unallocated research and development expenses	2,019	5,204	3,185
Total research and development expenses	$4,192	$20,116	$ 15,924

Research and development expenses for the year ended December 31, 2015 were $4.2 million, compared to $20.1 million for the year ended December 31, 2016. The increase of $15.9 million in research and development costs was due to a $12.0 million increase in preclinical research and manufacturing costs related to our lead product candidate, SGT-001, $0.8 million increase in costs related to our other product candidates due to increased discovery costs, and $3.2 million increase in unallocated research and development costs due primarily to increased compensation and headcount, the full year impact of employees hired in 2015 and an increase of $0.6 million in equity-based compensation.

General and administrative expenses

General and administrative expenses were $2.4 million for the year ended December 31, 2015, compared to $5.5 million for the year ended December 31, 2016. The increase of $3.1 million was due to an increase of $1.8 million in compensation and related costs due to increased headcount and new hires, $0.7 million in legal and accounting fees, $0.2 million in facilities costs due to new corporate and research space, and $0.4 million of other corporate-related costs. The increase in professional fees was due to increases in the use of accounting consultants and in legal fees.

Revaluation of preferred unit tranche rights

The revaluation of the Redeemable Preferred Tranche Right resulted in a loss of $0.1 million for the year ended December 31, 2015 compared to a gain of $1.2 million for the year ended December 31, 2016. The increase of $1.3 million was due to a decrease in the underlying preferred units during the year ended December 31, 2016. The Redeemable Preferred Tranche Right expired in October 2016.

Interest income

Interest income was less than $0.1 million for the year ended December 31, 2015, compared to $0.4 million for the year ended December 31, 2016. The increase of $0.3 million was due to increased cash, cash equivalents and available-for-sale securities for the year ended December 31, 2016 compared to the year ended December 31, 2015.

Other income

There was no other income for the year ended December 31, 2015 compared to $0.3 million for the year ended December 31, 2016. The increase of $0.3 million was due to income from charitable organizations. We do not expect these contributions to significantly increase.

Liquidity and capital resources

Sources of liquidity

To date, we have financed our operations primarily through private placements of preferred units. Through March 31, 2017, we raised an aggregate of $89.6 million of gross proceeds from our sales of preferred units, which includes $25.0 million from our sale of our Series 1 Senior Preferred Units on March 29, 2017.

As of March 31, 2017, we had cash, cash equivalents and available-for-sale securities of $52.0 million and had no debt outstanding.

Cash flows

The following table summarizes our sources and uses of cash for each of the periods presented:

(in thousands)	Year ended December 31, 2015	Year ended December 31, 2016	Three months ended March 31, 2016	Three months ended March 31, 2017
Cash used in operating activities	$ (4,204)	$(20,120)	$ (3,787)	$(10,196)
Cash provided by (used in) investing activities	(26,806)	(4,217)	(12,317)	6,962
Cash provided by financing activities	51,592	3,420	—	24,822
Net increase (decrease) in cash and cash equivalents	$ 20,582	$(20,917)	$(16,104)	$ 21,588

Operating activities. During the three months ended March 31, 2017, operating activities used $10.2 million of cash, primarily resulting from our net loss of $13.9 million offset by non-cash charges of $3.4 million due primarily to equity-based compensation of $3.2 million, which included $2.8 million associated with the exchange of Series A common units into Series B and D common units, and cash provided by changes in our operating assets and liabilities of $0.3 million. Net cash provided by changes in our operating assets and liabilities during the three months ended March 31, 2017 consisted primarily of an decrease in prepaid expenses and other currents assets of $0.2 million due to the timing of prepaid research and development expense payments and net increase in accounts payable and accrued expenses of $0.1 million due to the timing of payments.

During the three months ended March 31, 2016, operating activities used $3.8 million of cash, primarily resulting from our net loss of $3.0 million, non-cash adjustments of $0.5 million, due primarily to $0.9 million gain on revaluation of our Redeemable Preferred Tranche Right partially offset by equity-based compensation of $0.4 million and $0.1 million of amortization of premiums on the company's available-for-sale securities, and net cash used for changes in our operating assets and liabilities of $0.3 million during the three months ended March 31, 2016. Net cash used for changes in operating assets and liabilities consisted primarily of a $0.4 million increase in prepaid expenses and other current assets, partially offset by a $0.1 million net increase in accounts payable, accrued expenses and other current liabilities. The increase in prepaid expenses and other current assets was largely due to the payment of preclinical activities in advance of the related research and development.

During the year ended December 31, 2016, operating activities used $20.1 million of cash, primarily resulting from our net loss of $23.8 million offset by non-cash charges of $0.9 million and cash provided by changes in our operating assets and liabilities of $2.8 million. Non-cash charges of $0.9 million represented equity-based compensation expense of $1.5 million and amortization of premiums on available-for-sale securities of $0.5 million, offset by $1.1 million of gains on the revaluation of our Redeemable Preferred Tranche Right due to a decrease in the fair value of the underlying preferred units for the year ended December 31, 2016. Net cash provided by changes in our operating assets and liabilities during the year ended December 31, 2016 consisted of an increase of $4.8 million in accounts payable, accrued expenses and other current liabilities, partially offset by a $2.0 million increase in prepaid expenses and other current assets. The increase in accounts payable, accrued expenses and other current liabilities was largely due to an increase of preclinical trial-related expenses. The increase in prepaid expenses and other current assets was primarily due to the payment of preclinical activities in advance of the related research and development.

During the year ended December 31, 2015, operating activities used $4.2 million of cash, primarily resulting from our net loss of $6.7 million, partially offset by non-cash charges of $0.9 million due primarily to $0.7 million of equity-based compensation expense, and cash provided by changes in our operating assets and liabilities of $1.6 million. Net cash provided by changes in our operating assets and liabilities during the year ended December 31, 2015 consisted of a $1.9 million increase in accounts payable, accrued expenses and other current liabilities, partially offset by a $0.3 million increase in prepaid expenses and other current assets. The

increase in accounts payable, accrued expenses and other current liabilities was largely due to an increase of preclinical trial-related expenses. The increase in prepaid expenses and other current assets was primarily due to the payment of preclinical activities in advance of the related research and development.

Investing activities

During the three months ended March 31, 2017, investing activities provided $7.0 million of cash, consisting primarily from proceeds on the sale and maturity of available-for-sale securities offset by purchases of the property and equipment.

During the three months ended March 31, 2016, investing activities used $12.3 million of cash, consisting primarily of net purchases of available-for-sale securities and to a lesser extent the acquisition of property and equipment.

During the year ended December 31, 2016, investing activities used $4.2 million of cash, consisting primarily of net purchases of investments and to a lesser extent the acquisition of property and equipment.

During the year ended December 31, 2015, investing activities used $26.8 million of cash, consisting primarily of net purchases of investments.

We expect that purchases of property and equipment will increase over the next several years resulting from our expected move into a new office and laboratory facility in 2018.

Financing activities

During the three months ended March 31, 2017, net cash provided by financing activities was $24.8 million, primarily due to the proceeds from our sale of Series 1 Senior Preferred Units of $25.0 million offset in part by payments made in connection with this proposed initial public offering.

During the three months ended March 31, 2016, there was no cash provided by or used in financing activities.

During the year ended December 31, 2016, net cash provided by financing activities was $3.4 million, due to the proceeds from our sale of Redeemable Preferred Units.

During the year ended December 31, 2015, net cash provided by financing activities was $51.6 million, due to the proceeds from our sales of Redeemable Preferred Units of $6.8 million and net proceeds of $44.8 million from the issuance of non-controlling interests in our consolidated subsidiary Solid GT.

Funding requirements

We expect our expenses to increase substantially in connection with our ongoing development activities related to SGT-001. In addition, commencing upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. We expect that our expenses will increase substantially if and as we:

- conduct our additional preclinical research of SGT-001 and clinical trials;
- continue research and preclinical development of our other product candidates;
- seek to identify additional product candidates;
- seek marketing approvals for our product candidates that successfully complete clinical trials, if any;

- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- arrange for manufacture of larger quantities of our product candidates for clinical development and potential commercialization;
- maintain, expand and protect our intellectual property portfolio;
- hire and retain additional clinical, quality control and scientific personnel;
- build out new facilities or expand existing facilities to support our ongoing development activity;
- acquire or in-license other drugs and technologies; and
- add operational, financial and management information systems and personnel.

As of March 31, 2017, we had cash, cash equivalents and available-for-sale securities of $52.0 million. We believe that the anticipated net proceeds from this offering, together with our existing cash, cash equivalents and available-for-sale securities, will enable us to fund our operating expenses and capital expenditure requirements through at least the next 12 months. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect.

Because of the numerous risks and uncertainties associated with the development of SGT-001 and other product candidates and programs and because the extent to which we may enter collaborations with third parties for development of our product candidates is unknown, we are unable to estimate the timing and amounts of increased capital outlays and operating expenses associated with completing the research and development of our product candidates. Our future capital requirements will depend on many factors, including:

- the progress and results of our planned clinical trials of SGT-001 and our other product candidates;
- the costs, timing and outcome of regulatory review of SGT-001 and our other product candidates;
- the scope, progress, results and costs of drug discovery, laboratory testing, manufacturing, preclinical development and clinical trials for other product candidates that we may pursue in the future, if any;
- the costs associated with our manufacturing process development and evaluation of third-party manufacturers;
- the costs associated with constructing and validating our own manufacturing facility;
- revenue, if any, received from commercial sale of SGT-001 or other product candidates, should any of our product candidates receive marketing approval;
- the costs of preparing, filing and prosecuting patent applications, maintaining, defending and enforcing our intellectual property rights and defending intellectual property-related claims;
- the terms of our current and any future license agreements and collaborations; and
- the extent to which we acquire or in-license other product candidates, technologies and intellectual property.

Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval for any product candidates or generate revenue from the sale of any products for which we may obtain marketing approval. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of drugs that we do not expect to be commercially available for many years, if ever. Accordingly, we will need to obtain substantial additional funds to achieve our business objectives.

We may also obtain an additional $25.0 million in gross proceeds from the holders of the Series 1 Senior Preferred Units through the issuance of 1,973,430 Series 2 Senior Preferred Units at an issuance price of $12.67 in the event we achieve certain preclinical milestones or if the holders of the Series 1 Senior Preferred Units elect to voluntarily purchase the Series 2 Senior Preferred Units at any time prior to September 1, 2017. However, there is no assurance we will meet that preclinical milestone, or that the holders of the Series 1 Senior Preferred Units will voluntarily elect to purchase the Series 2 Senior Preferred Units.

Adequate additional funds may not be available to us on acceptable terms, or at all. We do not currently have any committed external source of funds. To the extent that we raise additional capital through the sale of equity securities, your ownership interest may be diluted. Any debt or preferred equity financing, if available, may involve agreements that include restrictive covenants that may limit our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, which could adversely impact our ability to conduct our business, and may require the issuance of warrants, which could potentially dilute existing stockholders' ownership interests.

If we raise additional funds through licensing agreements and strategic collaborations with third parties, we may have to relinquish valuable rights to our technology, future revenue streams, research programs, or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds, we may be required to delay, limit, reduce and/or terminate development of our product candidates or any future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

Contractual obligations and commitments

The following table summarizes our contractual obligations at December 31, 2016 and the effects that such obligations are expected to have on our liquidity and cash flows in future periods:

		Payments due by period			
(in thousands)	Total	Less Than 1 Year	1 - 3 Years	4 - 5 Years	More Than 5 Years
Operating lease commitments (1)	$313	$ 288	$ 25	$—	$ —

(1) Represents minimum payments due for our lease of office and laboratory space in Cambridge, Massachusetts under an operating lease agreement that, as amended, expires in January 2018. Amounts exclude office and laboratory space in Cambridge, Massachusetts, for which we entered into a lease in May 2017, which extends through April 2018, at a monthly amount of $88,000.

Under various agreements with third-party licensors, we have agreed to make milestone payments and pay royalties to third parties based on specific milestones. We have not included any such contingent payment obligations in the table above as the amount, timing and likelihood of such payments are not known. See "Business—Intellectual Property."

We enter into contracts in the normal course of business with CROs and CMOs for clinical trials, preclinical research studies and testing, manufacturing and other services and products for operating purposes. These contracts do not contain any minimum purchase commitments and are cancelable by us upon prior notice of 30 days and, as a result, are not included in the table of contractual obligations above. Payments due upon cancelation consist only of payments for services provided and expenses incurred up to the date of cancelation.

Internal control over financial reporting

During the audit of our consolidated financial statements as of and for the years ended December 31, 2015 and 2016, we identified material weaknesses in our internal control over financial reporting. A company's

internal control over financial reporting is a process designed by, or under the supervision of, a company's principal executive and principal financial officers, or persons performing similar functions, and effected by a company's board of directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles. Under standards established by the Public Company Accounting Oversight Board, a material weakness is a deficiency or combination of deficiencies in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected and corrected on a timely basis. The material weaknesses that we identified were as follows:

- We did not design or maintain an effective control environment commensurate with our financial reporting requirements. We lacked a sufficient number of professionals with an appropriate level of accounting knowledge, training and experience to appropriately analyze, record and disclose accounting matters timely and accurately. Additionally, the limited personnel resulted in our inability to consistently establish appropriate authorities and responsibilities in pursuit of our financial reporting objectives, as demonstrated by, among other things, our insufficient segregation of duties in our finance and accounting functions. This material weakness contributed to the additional material weaknesses detailed below.
- We did not design and maintain formal accounting policies, procedures and controls to achieve complete, accurate and timely financial accounting, reporting and disclosures, including controls over the preparation and review of account reconciliations and journal entries. Additionally, we did not design and maintain controls over the appropriate cut-off, classification and presentation of accounts and disclosures in the financial statements.
- We did not design and maintain formal accounting policies, processes and controls to analyze, account for and disclose complex transactions. Specifically, we did not design and maintain controls to analyze, account for and disclose complex transactions, including variable interest entities, preferred units, the preferred unit tranche right and equity-based compensation.

We are in the process of implementing measures designed to improve our internal control over financial reporting and remediate the control deficiencies that led to the material weaknesses, including hiring additional finance and accounting personnel and initiating design and implementation of our financial control environment, including the establishment of formal accounting policies and procedures, financial reporting controls and controls to account for and disclose complex transactions.

We, and our independent registered public accounting firm, were not required to perform an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act. Accordingly, we cannot assure you that we have identified all, or that we will not in the future have additional, material weaknesses. Material weaknesses may still exist when we report on the effectiveness of our internal control over financial reporting as required by reporting requirements under Section 404 after the completion of this offering. See "Risk factors—We have identified material weaknesses in our internal control over financial reporting."

Off-balance sheet arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

Recently issued accounting pronouncements

We have reviewed all recently issued standards and have determined that, other than as disclosed in Note 2 to our consolidated financial statements appearing at the end of this prospectus, such standards will not have a material impact on our consolidated financial statements or do not otherwise apply to our operations.

Emerging growth company status

The JOBS Act, permits an emerging growth company such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies until those standards would otherwise apply to private companies. We have irrevocably elected to opt out of this provision and, as a result, we will comply with new or revised accounting standards when they are required to be adopted by public companies that are not emerging growth companies.

Quantitative and qualitative disclosures about market risk

We are exposed to market risk related to changes in interest rates. As of March 31, 2017, our available-for-sale securities consisted of corporate bond securities and U.S. government agency securities that have contractual maturities of one year or less. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of U.S. interest rates. However, because of the short-term nature of our portfolio, an immediate 10% change in market interest rates would not have a material impact on the fair market value of our investment portfolio or on our financial position or results of operations.

BUSINESS

Overview

Our mission is to cure Duchenne muscular dystrophy, or DMD, a genetic muscle-wasting disease predominantly affecting boys, with symptoms that usually manifest between three and five years of age. DMD is a progressive, irreversible and ultimately fatal disease that affects approximately one in every 3,500 to 5,000 live male births and has an estimated prevalence of 10,000 to 15,000 cases in the United States alone. DMD is caused by mutations in the dystrophin gene, which result in the absence or near-absence of dystrophin protein. Dystrophin protein works to strengthen muscle fibers and protect them from daily wear and tear. Without functioning dystrophin and certain associated proteins, muscles suffer excessive damage from normal daily activities and are unable to regenerate, leading to the build-up of fibrotic, or scar, and fat tissue. There is no cure for DMD and, for the vast majority of patients, there are no satisfactory symptomatic or disease-modifying treatments. Our lead product candidate, SGT-001, is a gene transfer under development to restore functional dystrophin protein expression in patients' muscles. If successful, SGT-001 has the potential to slow or even halt the progression of the disease in a majority of patients with DMD, regardless of their genetic mutation or disease stage.

SGT-001 has been granted RPDD in the United States and Orphan Drug Designations in both the United States and European Union. We plan to file an IND and initiate clinical trials for SGT-001 in the United States during the second half of 2017.

For patients suffering from DMD, symptoms usually begin to manifest between three and five years of age, when they fail to reach developmental milestones or experience motor function challenges, such as difficulty walking or climbing stairs. As the disease progresses, patients with DMD experience frequent falls; can no longer run, play sports or perform most daily functions; and are further weakened by physical activity. By their early teens, DMD patients typically lose their ability to walk and ultimately become dependent on a wheelchair for mobility. By their 20s, patients essentially become paralyzed from the neck down and require a ventilator to breathe. Though disease severity and life expectancy vary, a DMD patient's quality of life dramatically decreases over time, with death typically occurring by early adulthood from either cardiac or respiratory complications.

Our founders, who are personally touched by DMD, created a biotechnology company focused on finding meaningful therapies for all patients affected by the disease. Our disease-focused business model is purpose-built to identify and accelerate the discovery and development of therapeutic product candidates that, when considered together, have the potential to address not only the underlying cause of DMD, but its many manifestations as well. Leveraging our network of the world's foremost experts in DMD, we have evaluated a significant number of potential therapies for DMD. Following our highly focused, data-driven selection process, we began developing SGT-001 and a pipeline of complementary therapeutic candidates.

Our product candidates

SGT-001 is our lead gene transfer candidate. Gene transfer, a type of gene therapy, is designed to address diseases caused by mutated genes through the delivery of functional versions of those genes, called transgenes. The transgenes are then utilized by the body to produce proteins that are absent or not functional prior to treatment, potentially offering long-lasting beneficial clinical effects. SGT-001 is designed to address the underlying genetic cause of DMD by delivering a synthetic transgene that produces dystrophin-like protein that is only expressed in muscles of the body, including cardiac and respiratory muscles. The transgene is delivered via an AAV vector, which also contains a muscle-specific promoter. Our vector is a modified version of an AAV, a naturally occurring, non-pathogenic virus selected for its ability to efficiently enter skeletal, diaphragm and cardiac muscle tissues. The vector will carry a synthetic dystrophin transgene construct, called microdystrophin, that retains the most critical components of the full-size dystrophin transgene yet is small enough to fit within AAV packaging constraints. SGT-001 is designed to drive microdystrophin protein expression in affected

muscles throughout the body. SGT-001 has demonstrated efficacy, safety and durability in multiple preclinical models and functional benefits in DMD animal studies. In contrast to other therapeutic approaches that are designed to target patients with specific mutations in the dystrophin gene, we believe SGT-001 is mutation agnostic.

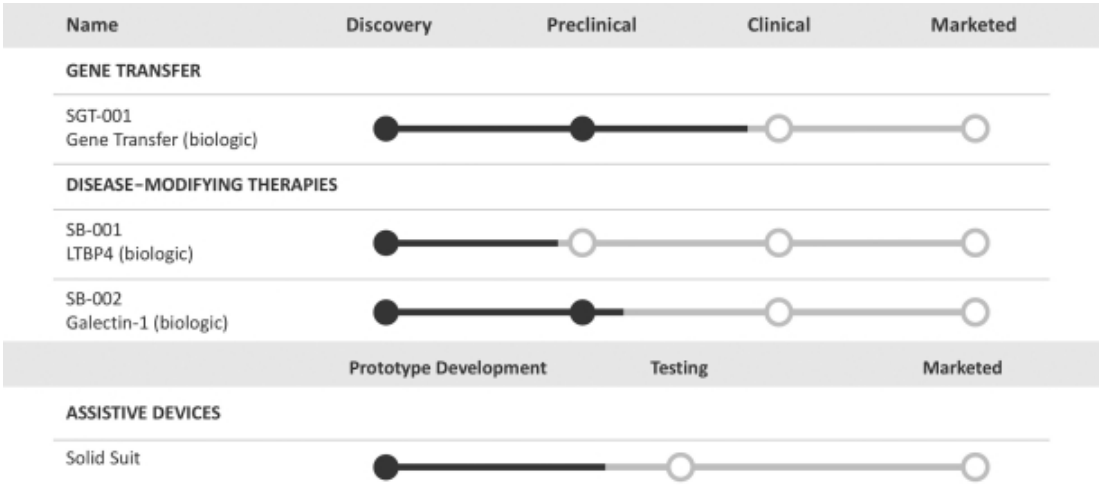
We expect to file our IND and commence our first clinical trial for SGT-001 in the second half of 2017. We anticipate that approximately 16 to 32 patients with DMD will be randomly assigned to either an untreated control arm or an active treatment arm. Initially, adolescents aged 12 to 17 years will be treated and, at a later stage of the study, children aged four to 11 years will be dosed. Patients in the treatment arm will receive a single intravenous infusion of SGT-001. Efficacy will be assessed by comparing microdystrophin protein expression in muscle biopsy before treatment and 12 months after treatment for each patient. Additional efficacy endpoints, including functional assessments, muscle imaging and biomarkers, will be compared against the control arm. Based on results from this study, we will evaluate the need for future clinical trials that may include other patient populations, as well as the need for larger confirmatory clinical trials. If approved, we intend to commercialize SGT-001 in the United States and European Union, and we may enter into licensing agreements or strategic collaborations to commercialize the product candidate in other markets.

Taking into account the prevalence and incidence of DMD and the anticipated dosing requirements for gene transfer, we believe there will be a need for a substantial supply of SGT-001 for clinical trials and, if approved, for commercial markets. Through significant targeted investments to address this challenge, we believe we have generated sufficient drug product supply to initiate our first clinical trial. We continue to develop our manufacturing process to meet future clinical and commercial production needs for SGT-001.

While we believe DMD disease progression can be slowed or halted by gene transfer, many patients will still suffer from the manifestations of the disease, such as tissue damage to their muscles, inflammation, cardiac dysfunction and fibrosis. As part of our disease-focused business model, we are also building a portfolio of complementary disease modifying therapies to address these manifestations. Our portfolio currently includes two preclinical biologic candidates: SB-001, a monoclonal antibody designed to reduce fibrosis and inflammation, and SB-002, a protein intended to stabilize the muscle membrane. We intend to commence preclinical efficacy and safety studies for SB-001 and SB-002.

In addition to developing our pipeline of product candidates, we believe it is critical to invest time and resources into tools and technologies designed to help us more effectively understand DMD, accurately monitor disease progression and assist patients in daily life. As part of this goal, we are developing biomarkers and sensors that may allow us to identify treatment targets faster, measure the therapeutic impact of potential product candidates better and reach decision points earlier. In addition, through our Solid Suit program, we are developing a line of soft, wearable assistive devices with the goal of providing functional and therapeutic benefits to DMD patients.

Our pipeline



We seek to protect our proprietary and intellectual property position through a combination of patents, trade secret laws, proprietary know-how, continuing technological innovation, and entering into non-disclosure, confidentiality and assignment agreements. We exclusively licensed three issued U.S. patents, one pending U.S. non-provisional patent application, and four issued patents and eight pending patent applications in foreign jurisdictions. We have filed one pending U.S. provisional patent application. We intend to continue building out our intellectual property protection to further strengthen our position in the DMD field.

Who we are

Solid Biosciences was founded in 2013 by our Chief Executive Officer, Ilan Ganot, our Chairman of the Board, Andrey Zarur, and our President, Gilad Hayeem, with the goal of developing truly meaningful therapies for patients with DMD. Solid is the English translation of Eytani, the Hebrew name of Ilan and Annie Ganot's son, who was diagnosed with the disease in 2012. The founders, unsatisfied with the existing therapeutic landscape, proceeded to raise funds to execute on our disease-focused business model. We assembled a passionate management team and scientific advisory board composed of individuals with extensive experience in DMD, gene therapy, product discovery, research and development, manufacturing and business strategy and finance.

In 2015, we began exclusively licensing the elements of the construct for SGT-001 and other elements of our gene transfer program from the University of Michigan, the University of Missouri and the University of Washington. Since then, we have continued to use our extensive network across the academic, business and patient communities to identify, vet and pursue high-potential complementary product candidates to address the needs of DMD patients.

Since our inception, we have raised private capital from a group of investors, including entities affiliated with Biogen, J.P. Morgan, Perceptive Advisors and RA Capital, along with several additional corporate and private investors. In addition, three leading U.K.-based DMD charities provided initial seed funding for our gene transfer program in return for equity in our company. We continue to work closely with the patient advocacy community and have accepted additional contributions from several DMD charities to fund our early-stage research programs.

Mission

Our mission, which guides every aspect of our operations, is to cure DMD. Underscoring this mission, our disease-focused business model is founded on the following fundamental values:

- identify and develop truly meaningful therapies for DMD;
- bring together the leading experts in DMD, science, technology, disease management and care; and
- be guided by the needs of DMD patients.

Our strengths

Guided by our mission, we set out to create a company that understands DMD and develops therapies that are intended to provide meaningful benefits to DMD patients. We believe we are well positioned to execute on our mission based on the following competitive strengths:

- ***Singular focus on DMD.*** We are singularly focused on meeting the diverse needs of all DMD patients, regardless of their genetic mutation or disease stage. Our product candidates target the underlying cause of DMD, as well as address the multiple manifestations of the disease.
- ***Deep understanding of the impact of the disease.*** We are founded by people personally touched by DMD, and we have established meaningful partnerships within the DMD community. We believe our frequent interactions with patients and caregivers and our understanding of the day-to-day impact of the disease give us a deep sense of urgency and knowledge of our stakeholders and their needs.
- ***Rigorous product candidate selection process.*** We subject each potential product candidate to a highly focused, data-driven selection process that lies at the core of our business model. This process led us to initiate development of our lead gene transfer candidate, SGT-001, and our preclinical disease modifying candidates, SB-001 and SB-002, from among a significant number of potential therapies we evaluated. We are technology-agnostic and seek only to advance and invest in product candidates that we believe have the greatest potential for success.
- ***Highly experienced management team focused on DMD.*** Our management team has extensive expertise in DMD, gene therapy, product discovery, research and development, manufacturing and business strategy and finance, with proven track records at organizations including Johnson & Johnson, Pfizer, Philips Healthcare, Roche, Harvard University and the NIH.
- ***Network of world-renowned experts advising our development efforts.*** We have assembled a scientific advisory board and a broad network of the world's leading experts in DMD, gene therapy, biologics manufacturing, immunology and clinical development. We believe this center of excellence provides us with unparalleled access to the latest, most transformative ideas and therapeutic approaches to address the needs of DMD patients.
- ***Foundational work in scalable manufacturing processes.*** We are working to develop a scalable manufacturing process for SGT-001. We believe our early investment in our manufacturing process will enable us to scale production at the quantities needed to carry out clinical trials and to supply commercial markets, with a reduced risk of delay and unexpected costs.

Our strategic priorities

Our disease-focused business model is purpose-built to identify and accelerate the discovery and development of multiple product candidates. Key elements of our strategy include the following:

- ***Rapidly advance SGT-001 through clinical trials and deliver it to patients.*** We plan to file an IND and initiate clinical trials for SGT-001 in the United States during the second half of 2017. The FDA has granted SGT-001 RPDD, and both the FDA and EMA have granted the candidate Orphan Drug

Designation for the treatment of DMD. If approved, we intend to commercialize SGT-001 in the United States and European Union, and we may enter into licensing agreements or strategic collaborations to commercialize the product in other markets.

- ***Continue to advance SB-001 and SB-002 through preclinical development.*** We intend to advance our initial disease-modifying therapy candidates aimed at addressing fibrosis and muscle membrane stability. We currently intend to commence preclinical efficacy and safety studies for SB-001 and SB-002.
- ***Continue to build our product pipeline with high-potential product candidates for DMD.*** Leveraging our network of world-renowned DMD experts and rigorous product candidate selection process, we intend to identify and develop additional high-potential product candidates, including the next generation of gene therapies and additional complementary disease-modifying therapies. We will continue to seek to protect and control the intellectual property, development and commercialization of our product candidates.
- ***Continue to scale our manufacturing process to meet clinical and commercial needs.*** We intend to supply our clinical development program for SGT-001 with drug product produced at a cGMP compliant facility located at one of our Contract Development Manufacturing Organization, or CDMO, partners. Our in-house scientists will continue to work to increase the productivity and efficiency of our manufacturing process. We intend to establish the capability to supply SGT-001 at commercial scale by building our own cGMP facility.
- ***Develop tools to accelerate the discovery and development of therapies for DMD.*** We believe it is critical to invest time and resources into developing tools that are designed to help us more effectively measure disease progression and the therapeutic impact of our product candidates. We are focused on developing biomarkers and sensors that will allow us to identify treatment targets faster, measure the therapeutic impact of potential product candidates better and reach decision points earlier.
- ***Partner with the DMD community to inform our programs***. We will continue to work with and listen closely to key stakeholders in the DMD community, including scientists, academic experts and patients and their families. This will allow us to remain guided by the needs of patients and inform future development programs and strategies to bring approved therapies to the community.

About Duchenne muscular dystrophy

DMD is an X-chromosome-linked, muscle-wasting disease, predominantly affecting boys. Progressive, irreversible and ultimately fatal, DMD occurs in approximately one in every 3,500 to 5,000 live male births and has an estimated prevalence of 10,000 to 15,000 cases in the United States alone. In DMD, mutations in the dystrophin gene result in the body's inability to produce functioning dystrophin protein, which works to strengthen muscle fibers and protect them from daily wear and tear. Dystrophin protein also serves as the cornerstone of the dystrophin glycoprotein complex, or DGC, a group of proteins that links the inner and outer components of muscle cells to ensure proper muscle function.

Without dystrophin and the DGC, muscles suffer excessive damage from normal daily activities and are unable to regenerate, leading to the build-up of scar and fat tissue. More than 1,000 dystrophin gene mutations, which can be inherited or can occur spontaneously, have been identified in people with DMD.

For patients suffering from DMD, symptoms usually begin to manifest between three and five years of age, when they fail to reach developmental milestones or experience motor function challenges, such as difficulty walking or climbing stairs. Muscle wasting initially presents in the legs and pelvic area, then in the muscles of the shoulders, neck and arms. As the disease progresses, patients with DMD experience frequent falls, can no longer run, play sports or perform most daily functions, and are further weakened by physical activity. In addition to physical challenges, DMD also commonly involves cognitive difficulties and behavioral challenges.

By their early teens, DMD patients typically lose their ability to walk and become dependent on a wheelchair for mobility. By their 20s, patients essentially become paralyzed from the neck down and require a ventilator to breathe. Though disease severity and life expectancy vary, a patient's quality of life dramatically decreases over time, with death typically occurring by early adulthood from either cardiac or respiratory complications.

Need for effective therapies

There is no cure for DMD and, for the vast majority of patients, there are no satisfactory symptomatic or disease-modifying treatments.

Glucocorticoid treatment, the current standard-of-care, has been shown to temporarily improve muscle strength, prolong the period of ambulation and slow the progression of DMD. However, glucocorticoid use is associated with well known adverse events, such as severe weight gain, stunted growth, weakening of bone structure and metabolic dysfunctions, among others. The most commonly used glucocorticoids include prednisone and deflazacort (EMFLAZA). Deflazacort has been commercially available in several countries outside of the United States and was recently approved in the United States for the treatment of DMD.

In recent years, certain regulators have conditionally approved two new therapies, eteplirsen (EXONDYS 51) and ataluren (Translarna), which target specific mutations in the dystrophin gene. These therapies are indicated for only a small portion of the DMD patient population and their respective efficacy profiles still need to be fully understood.

Eteplirsen is an antisense oligonucleotide indicated for DMD patients who have a confirmed mutation of the dystrophin gene amenable to exon 51 skipping, which affects approximately 13% of DMD patients. Eteplirsen is administered as a weekly intravenous infusion. In 2016, Eteplirsen was granted accelerated approval from the FDA based on an increase in dystrophin in skeletal muscle observed in some patients who received the therapy. However, the FDA concluded that a clinical benefit, including improved motor function, has not been established. Eteplirsen is still under review by regulatory authorities outside of the United States.

Ataluren is a small molecule indicated for the treatment of patients who have DMD resulting from nonsense mutations in the dystrophin gene, which also affect approximately 13% of DMD patients. In 2014, ataluren received conditional marketing authorization from the European Commission, and has since been approved in several other countries outside of the United States. Ataluren's indication is currently limited to ambulatory patients five years of age and older. Ataluren originally received a Refuse to File letter from the FDA, but currently is under review under the FDA's File Over Protest regulations.

Current best practices for treating DMD patients also dictate a multidisciplinary approach to disease management, which includes physical and occupational therapy to preserve strength, function and flexibility, orthopedic management to reduce the risk of scoliosis and other bone and joint problems, pulmonary, cardiac and gastrointestinal management, and psychosocial management to support behavior and learning.

Burden of disease

Despite recent therapeutic advances, DMD represents a significant societal and economic burden. The economic burden, estimated at $1.2 billion annually in the United States (excluding costly mortality and end-of-life care expenses) includes costs associated with hospital admissions, medication, frequent doctor visits and investment in assistive devices, as well as indirect costs related to productivity losses for the caregivers and costs due to pain, anxiety and social handicap. Of this amount, approximately 45% is represented by indirect costs. Only a small proportion of DMD patients are employed and many caregivers reduce their hours or stop working altogether to care for their children, who progressively require more help with everyday tasks, such as eating, dressing and using the bathroom. In some cases, patients also experience serious mental health issues that require additional support and treatment.

Solid's 360-degree solution

We aim to address the full spectrum of DMD disease manifestation, from its underlying genetic cause to other disorders that result from disease progression. We are advancing corrective therapies, disease-modifying therapies and assistive devices, as well as tools to accelerate drug development.

Gene transfer—A corrective therapy

Gene therapy is a therapeutic approach that aims to address diseases caused by gene mutations. A gene is a portion of DNA that provides the instructions for the body to construct proteins that perform functions needed for life. Genes are prone to mutations, which can either be inherited or occur spontaneously. While many mutations are harmless, some lead to the absence of crucial proteins, resulting in serious genetic diseases like DMD.

Gene transfer, a type of gene therapy, is designed to address diseases caused by mutated genes through the delivery of functional versions of those genes, called transgenes. The transgenes are then utilized by the body to produce proteins that are absent or not functional prior to treatment, potentially offering long-lasting beneficial effects.

A gene transfer candidate typically includes three essential components:

- a vector—a vehicle that delivers a transgene to cells in the body;
- a transgene—a functional gene intended to produce a functional protein; and
- a promoter—a specialized DNA sequence that directs cells to produce the protein in specific tissues.

We have focused our initial efforts on gene transfer because we believe it has the greatest potential to address the root cause of DMD: the absence or near-absence of dystrophin protein. If successful, we believe gene transfer can slow or stop the progression of DMD in a majority of patients, irrespective of their genetic mutation, by producing long-term, muscle-specific expression of a functional dystrophin-like protein.

SGT-001

SGT-001, our lead gene transfer candidate, is under investigation for its ability to preserve muscle function in DMD patients after a single administration. The SGT-001 construct is comprised of a functional transgene that is delivered via an adeno-associated viral vector containing a muscle-specific promoter.

Vector: The vector is a modified version of a naturally occurring, non-pathogenic virus called AAV. Vectors derived from AAVs are modified to no longer self-replicate, yet retain their ability to effectively introduce new genetic material directly into patients' cells. AAV vectors have well established safety profiles in humans and have been studied in multiple disease indications. There are several subtypes of AAV vectors, which differ based on the proteins that make up their outer shells, or capsids. These capsids have affinities for different sites in the body. We selected the AAV9 serotype capsid for preclinical and clinical development based on significant data demonstrating the capsid's ability to efficiently enter skeletal, diaphragm and cardiac muscle tissues.

Transgene: Dystrophin, the largest gene in the body, exceeds the carrying capacity of AAV vectors. To overcome this challenge, we advanced development of the SGT-001 transgene, a synthetic, dystrophin-like gene that fits into AAV and has the ability to drive functional protein expression in skeletal, diaphragm and cardiac muscle tissue.

The concept of a modified therapeutic dystrophin gene originated from research on Becker muscular dystrophy, or BMD, where researchers discovered that certain BMD patients had mutations in the dystrophin gene that drove expression of a functional form of dystrophin protein, allowing patients to live relatively normal lives. This discovery led scientists to engineer a number of synthetic, dystrophin transgene constructs, called

microdystrophins, that retained only the most critical components of the full-size dystrophin gene yet were small enough to fit within AAV packaging constraints. There are several types of microdystrophins that differ based on the configuration of their components. Microdystrophins were subsequently demonstrated to functionally protect muscle in mouse models of DMD.

The SGT-001 microdystrophin construct, which is our lead clinical candidate for DMD, is based on three decades of development and optimization work at the University of Michigan, University of Missouri and University of Washington. In preclinical studies, Jeffrey Chamberlain, Ph.D., from the University of Washington, and Dongsheng Duan, Ph.D., from the University of Missouri, identified a proprietary configuration of genetic components that, when administered systemically, produces functional microdystrophin protein expression that not only stabilizes muscle membranes and protects muscle against injury, but also simultaneously restores the localization of DGC to the muscle membrane, notably increasing nitric oxide synthase, or NOS, concentration. The restoration of NOS slows muscle damage, delays the build-up of fibrotic tissue and reduces the loss of muscle function.

Promoter: The expression of the SGT-001 microdystrophin transgene is regulated by a modified, synthetic muscle-specific promoter cassette called CK8, which is derived from the naturally occurring muscle creatine kinase promoter. Regulatory cassettes, such as CK8, are used to prompt gene expression specifically in muscle tissues. In comparison to other regulatory cassettes, we chose CK8 due to its small size and its ability to drive microdystrophin transgene expression in skeletal, diaphragm and cardiac muscle tissues. In our preclinical studies in small and large animal models, CK8 restricted microdystrophin transgene expression to these muscles.

SGT-001 preclinical program

Our comprehensive preclinical program for SGT-001 is comprised of studies that inform efficacy, durability and safety, as well as dose response and the kinetics of transgene expression. Our program includes three different animal species: mice, dogs and non-human primates, or NHPs.

Well established mouse and dog disease models for DMD offered us the opportunity to better evaluate the potential translatability of SGT-001 to humans. While studies in dystrophic mice, such as the mdx mouse, provide important efficacy rationale, we chose to perform additional functional studies in dystrophic dogs because they exhibit a more severe dystrophic phenotype and progress similarly to human patients at earlier stages of the disease. Dog models enabled us to assess various endpoints, including biodistribution, expression, durability and function in a large animal species.

SGT-001 PRECLINICAL PROGRAM OVERVIEW	
Wild-type and Dystrophic Mice	• Expression • Function • Dose Response • Safety • Kinetics • Manufacturing Comparability
Mixed Breed Dystrophic Dogs (cDMD)	• Expression • Durability • Function • Dose Response
Golden Retriever Muscular Dystrophy (GRMD)	
Non-human Primates	• Safety

Because DMD is a disease defined by a lack of dystrophin protein, it is important to reliably detect microdystrophin expression in muscle after SGT-001 treatment. As part of our core preclinical program, we developed well characterized and well recognized analytic approaches to confirm transgene expression and localization, using the following assays:

- Immunofluorescence: A qualitative method to determine if a transgene is expressed and localized to muscle membrane.
- Western blot: A recognized method to quantify dystrophin expression, which is a validated biomarker.
- Mass spectrometry: A highly sensitive analytical method to quantify transgene expression.

We also employed immunofluorescence to confirm if our microdystrophin construct restored the DGC, including key proteins such as sarcoglycan and NOS.

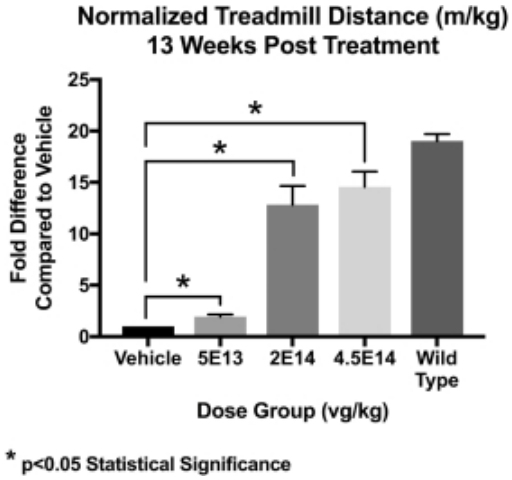
Efficacy in dystrophic mice

Multiple studies in both dystrophic, or mdx, and healthy, or wild-type, mice have demonstrated that a single intravenous administration of SGT-001 induces measurable levels of microdystrophin protein expression. In all

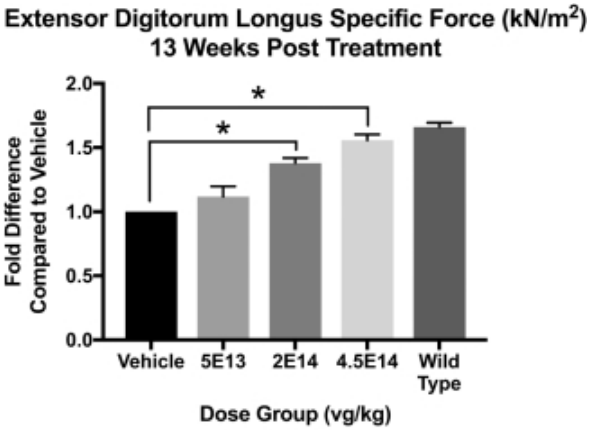
studies, microdystrophin protein expression was measured using immunofluorescence, Western blot and mass spectrometry.

In an mdx dose-response study, a clear dose-dependent pattern of transgene expression was observed at day 28 by all three assays. As an example, at a dose of 1E14 vg/kg, transgene expression as quantified by positive immunoflouresence staining in the quadriceps and heart muscle tissues was 50% and 80% of the full-length dystrophin levels quantified in healthy wild-type control muscles. Similar levels of microdystrophin expression were found in all mdx studies completed to date. Efficacy studies performed in dystrophic mice treated with SGT-001 demonstrated significant, dose-responsive improvements in both muscle morphology and multiple physiological parameters. In a blinded efficacy study performed in mdx mice dosed at approximately six weeks of age, SGT-001 treatment showed a statistically significant improvement in grip strength, which assesses arm and leg strength, at multiple doses.

In addition, using a treadmill exhaustion assay, the total distance run by the SGT-001-treated mdx mice was approximately two- to fifteen-fold longer compared to the untreated mice at all time points five-weeks post-dose.

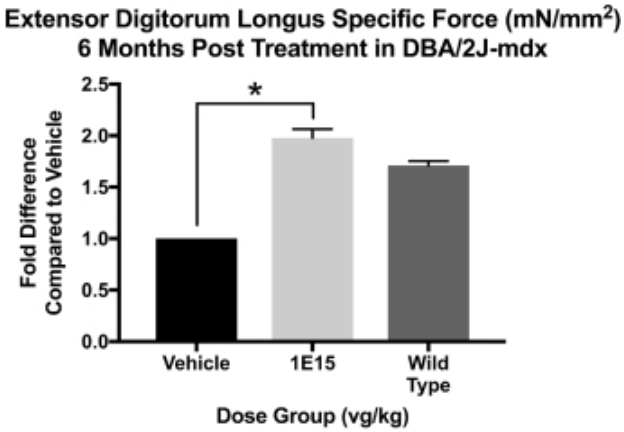


At study termination, muscle force was measured *ex vivo* in the extensor digitorum longus muscle in all animals. SGT-001-treated mdx mice, dosed at either 2E14 or 4.5E14 vg/kg, exhibited a 1.3-fold increase in specific muscle force over untreated controls when compared to the untreated mdx mice.



* p<0.05 Statistical Significance

In a second efficacy study employing a more severe dystrophic mouse model, or DBA/2J-mdx, a version of SGT-001 was administered at a dose of 1E15 vg/kg. Treated mice exhibited functional results that were similar to untreated wild-type animals. In the SGT-001-treated DBA/2J-mdx mice, the specific muscle force was similar to wild-type mice. Further, the treated animals were protected against muscle damage associated with eccentric contractions, a type of contraction related to muscle lengthening under load that is known to be highly damaging to dystrophic muscles. In contrast, untreated DBA/2J-mdx mice showed significantly reduced specific force and no protection against eccentric contraction induced muscle damage.



* p<0.05 Statistical Significance

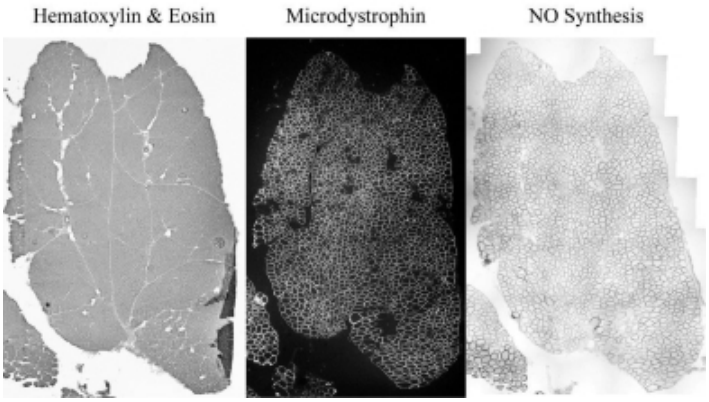
Efficacy in dystrophic dogs

Two independent studies in dystrophic dogs assessed durability of microdystrophin expression and efficacy, respectively. These studies were performed in two distinct dystrophic dog models (mixed breed dystrophic dogs,

or cDMD, and Golden Retriever Muscular Dystrophy, or GRMD), collectively encompassing a number of genetic mutations that lead to the absence of dystrophin protein. This enabled us to assess SGT-001 across multiple mutations, which is more reflective of the composition of the DMD patient population. Both studies used a canine-optimized version of the microdystrophin gene.

In a long-term dose-ranging study, five three-month-old, juvenile cDMD dogs received an intravenous dose of either 5E13 vg/kg (n=1), 1E14 vg/kg (n=2), 3E14 vg/kg (n=1) or 5E14 vg/kg (n=1). In this study, muscle biopsies were collected from the skeletal muscles at one, three, six, 12, 16, 20, 24 and 30 months after injection. Robust transgene expression was detected by immunofluorescence at all time points and at all the dose levels. In animals dosed with 1E14 vg/kg, approximately 70-90% of the muscle fibers were positive for microdystrophin. In treated muscle samples, transgene expression was associated with stabilization of the DGC, including NOS. All doses were well tolerated and there was no observed immune response to the transgene. This study is currently ongoing.

Biopsy of the Semitendinosus Muscle 16 Months Post Administration of Canine SGT-001 in the cDMD Dog

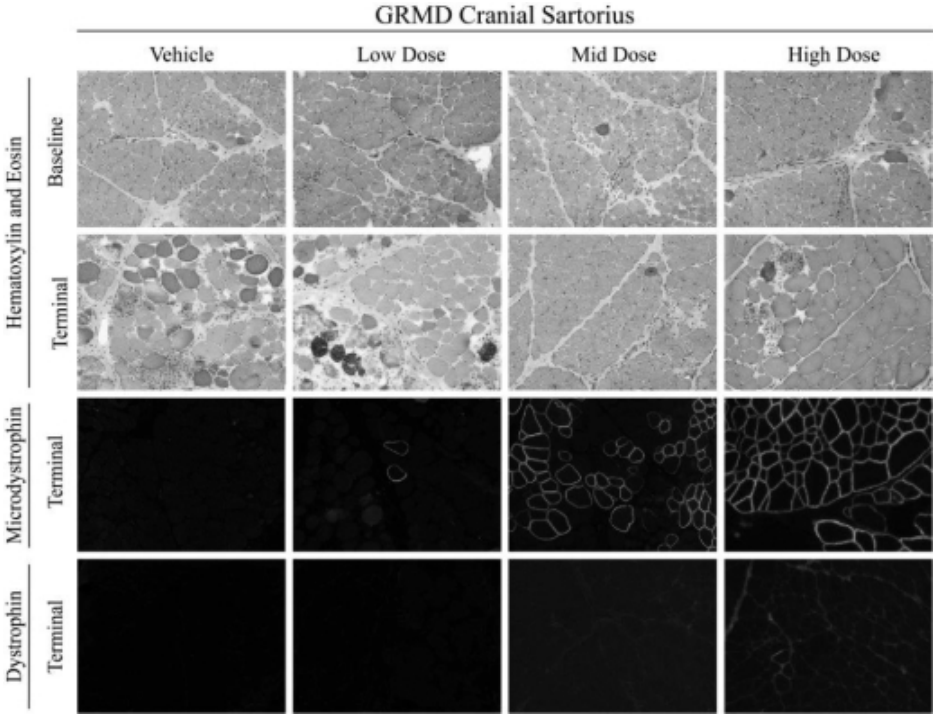


A blinded dose-ranging study in the GRMD model assessed the general safety and efficacy of the canine construct of SGT-001. The three dose levels (1E13, 1E14 and 2E14 vg/kg) were administered at three months of age and animals were followed for three months following administration. All doses were well tolerated and there was no observed immune response to the transgene.

Dose-dependent transgene expression was detected in interim biopsies of skeletal muscles at day 28 and 45 and at the end of the study at day 91 in skeletal, diaphragm and cardiac muscles. A blinded histological evaluation of the muscle tissue revealed a reduction of dystrophic pathology at the higher dose levels. In the mid- and high-dose groups, all muscles biopsied at the end of the study exhibited improved pathology compared to low dose and untreated controls. Biodistribution studies demonstrated dose dependent transgene expression that was only detectable in the muscle tissues.

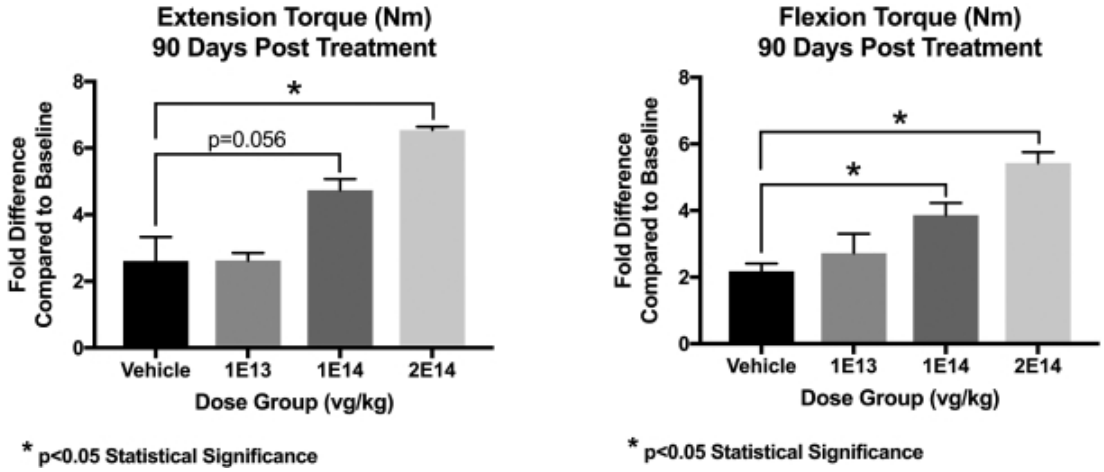
The observed dose response was detectable by both immunofluorescence and Western blot. Quantification by Western blot averaged less than 10% of wild-type in the low-dose (1E13 vg/kg) animals. In the mid-dose animals, the level of expression among the skeletal muscles ranged from an average of approximately 20% to approximately 50% of wild-type control muscles. At 2E14 vg/kg, the level of expression ranged from 30% to 70% of wild-type dystrophin. This data also correlates to quantification of microdystrophin via mass spectrometry.

SGT-001 transgene expression dose response and correlation to improved histopathology in the GRMD model



Dose-dependent, sustained expression of microdystrophin not only correlated with histological improvements in muscle, but also provided statistically significant improvements in measures of muscle function. At day 90, muscle force generation was improved in both the 1E14 vg/kg and 2E14 vg/kg cohorts, indicating that the microdystrophin produced by SGT-001 is highly protective in a large animal dystrophic species.

Effect of SGT-001 on muscle strength in the GRMD model 90 days post treatment



The efficacy data collectively described above in both dystrophic mouse and dog models was incorporated into an overall nonclinical model to inform dose selection for our clinical program.

Manufacturing comparability

As part of our manufacturing process development, we have run comparability studies at each stage of our process scale-up. These comparability studies were carried out using *in vivo* mouse models to ensure that our drug product produced at different scales is comparable to each other.

Safety

As part of our preclinical program, we performed necessary Good Laboratory Practices, or GLP, safety studies to establish the overall safety profile of SGT-001 in wild-type mice and NHPs. No evidence of test article-related toxicity was observed for up to 13 weeks after systemic administration of SGT-001 in either species.

SGT-001 clinical development plan

We intend to file an IND and commence our first clinical trial of SGT-001 in the second half of 2017. We designed this clinical trial to be a randomized, controlled, open-label, single ascending-dose, Phase I/II study. We anticipate that approximately 16 to 32 patients with DMD will be randomly assigned to either an untreated control arm or to an active treatment arm. The selection of our starting dose was based on safety and efficacy data observed in our preclinical studies. Dose escalation between cohorts and decisions regarding study progression will occur after review by the Data Safety Monitoring Board, or DSMB. Adolescents aged 12 to 17 years will be treated initially, followed by children aged four to 11 years. Patients in the treatment arm will receive a single dose of SGT-001 intravenously. Safety and tolerability will initially be monitored in an inpatient setting. Efficacy will be assessed by comparing microdystrophin protein expression in muscle biopsy before and 12 months after treatment for each patient. Additional efficacy endpoints, including functional assessments, muscle imaging and biomarkers, will be compared against the control arm. The untreated control arm will be rolled into an active treatment phase after 12 months. Long-term follow up will continue per regulatory guidelines.

Based on results from this initial study, we will evaluate the need for future clinical trials that may include other patient populations, as well as the need for larger confirmatory trials.

Manufacturing SGT-001

The prevalence and incidence of DMD, combined with average patient weight and anticipated dosing requirements for SGT-001, result in a substantial supply need for clinical trials and, if approved, for commercial markets. To address this challenge, we developed a manufacturing process that we believe will be scalable to meet clinical and commercial production needs for SGT-001.

Our suspension-based process is founded on seminal work by scientists at the University of Florida and has been optimized for manufacturability by our internal process development scientists with the support of CDMO partners. The process consists of three steps. First, we produce two replication-incompetent Herpes Simplex Virus, or HSV, stocks, one containing our microdystropin construct and the other containing the critical elements of the AAV9. We then use these two HSV stocks to coinfect suspension-adapted human embryonic kidney cells (HEK-293), which are then purified and concentrated in our downstream process to produce our gene transfer candidate. Our team has developed the analytical testing methods needed to support consistency and strict standards of quality and potency. We believe that this approach will increase our speed of development, ensure consistent quality and regulatory compliance, and reduce the risk of delay or unexpected production costs.

Current status and plans for clinical and commercial scale-up

We intend to supply our clinical development program for SGT-001 with drug product produced at a cGMP-compliant facility located at a partner CDMO. Our in-house scientists will continue to work to increase the productivity and efficiency of our manufacturing process. To support success, we intend to establish the capability and capacity to supply SGT-001 at commercial scale by building our own cGMP facility.

Complementary disease-modifying therapies

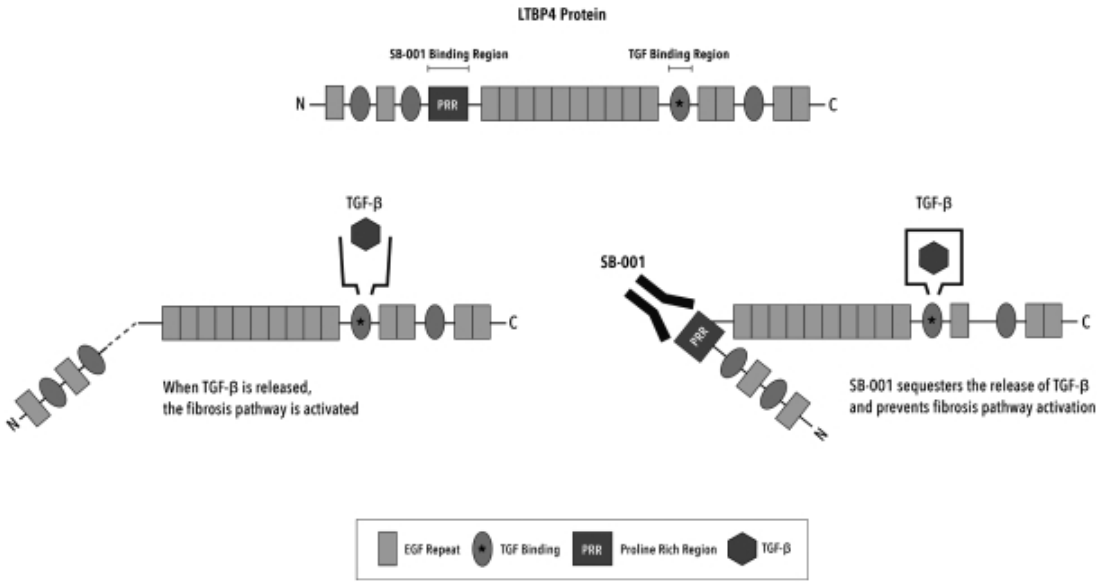
While we believe DMD disease progression can be slowed or halted by gene transfer, many patients will still suffer from the manifestations of the disease, such as tissue damage to their muscles, inflammation, cardiac dysfunction and fibrosis. Our portfolio of complementary disease-modifying therapies is designed to address these manifestations.

Our portfolio currently includes two preclinical biologic product candidates, which are aimed at addressing fibrosis and muscle membrane stabilization. We have chosen to focus our efforts on these candidates following rigorous preclinical testing and our assessment of clinical potential given natural human modifiers. If initial preclinical studies are successful, we envision initiating additional studies for these candidates in combination with SGT-001. We continue to assess additional emerging therapeutic approaches from academia and industry through our highly focused product candidate selection process to further build our portfolio.

SB-001 (LTBP4)

SB-001 is a monoclonal antibody intended to reduce fibrosis and inflammation. It is designed to target and stabilize the LTBP4 protein. LTBP4 is highly expressed in muscle and, when stable, prevents fibrosis and inflammation by inhibiting the activation of the TGF-beta pathway.

SB-001 Mechanism



The rationale for targeting LTBP4 originated from observations in DMD natural history studies. Researchers found that subsets of patients with genetic variants in the LTBP4 gene maintained their ability to walk longer compared to patients in the study who did not. Researchers discovered that these genetic variants lead to reduced TGF-beta signaling. Elizabeth McNally, M.D., Ph.D., Director of the Center for Genetic Medicine at Northwestern University, hypothesized that stabilization of the LTBP4 protein in DMD patients could mimic the effect.

In order to assess the efficacy of potential human antibody clinical candidates in preclinical models, mice expressing the human version of LTBP4 were crossed with mdx mice to generate a DMD model that expressed human LTBP4 (hLTBP4:mdx). Preliminary studies showed that the hLTBP4:mdx animals treated with an anti-LTBP4 antibody showed significantly lower levels of fibrosis and inflammation due to the stabilization of the LTBP4 protein.

SB-001 development efforts are underway to optimize lead candidate human immunoglobulin G, or IgG, antibodies directed against LTBP4. Additional selection and characterization are being employed to obtain high affinity antibodies. We plan to conduct preclinical *in vivo* efficacy, biodistribution and safety studies utilizing these human antibodies in hLTBP4:mdx mice following final *in vitro* antibody characterization and scale-up of manufacturing efforts.

SB-002 (Galectin-1)

SB-002 is a recombinant Galectin-1 protein intended to stabilize the muscle membrane. The program is based on work by Dean Burkin, Ph.D., of the University of Nevada, Reno, and Strykagen Corp., who observed that the Galectin-1 protein levels are elevated in the muscles of patients with DMD, potentially representing the body’s attempt to compensate for the absence of dystrophin.

Preclinical studies in mdx mice suggest that administration of recombinant Galectin-1 can restore dystrophin associated protein complexes in dystrophic muscles. Galectin-1 protein was administered once weekly, and analysis was performed at twelve weeks. Functional measurements demonstrated significant improvement in upper- and lower-limb strength when compared to untreated controls, and muscle tissue analysis at terminal time points showed decreased levels of inflammation and muscle degeneration. Immunofluorescence and Western blot assessments indicated higher levels of dystrophin-associated and muscle membrane-associated proteins, as well as proper localization. This suggests that in dystrophic muscles, administration of recombinant Galectin-1 could restore these protein complexes despite the absence of dystrophin. In addition, capillary density was increased across muscles, indicating an overall increase in blood vessel growth. Preliminary data was generated in the severe double knock-out model (mdx:utr) of DMD, which lacks both dystrophin and the protein upregulated in its absence, utrophin. These studies demonstrated that similar regimens of Galectin-1 treatment prolonged survival in severe models of the disease.

We are analyzing the potential therapeutic benefit of recombinant Galectin-1 through preclinical efficacy, exposure and biodistribution studies in multiple dystrophic mouse models.

Tools to accelerate discovery and development

We believe it is critical to invest time and research into tools designed to help us more effectively measure disease progression and the therapeutic impact of our product candidates. We are focused on developing biomarkers and sensors that will allow us to identify treatment targets faster, better measure the therapeutic impact of potential product candidates and reach therapeutic decision points earlier.

Blood-based and imaging biomarkers

We are working to identify non-invasive blood-based and imaging biomarkers that could potentially reduce or eliminate the need for muscle biopsies in clinical trials, reducing stress on patients and allowing better evaluation of potential product candidates. We are developing a platform technology that may enable the non-invasive measurement of changes associated with increased dystrophin and dystrophin-like protein expression in DMD patients by using established imaging techniques. We are also currently using leading, robust platforms to perform extensive analysis on blood-based samples to establish molecular signatures based on various stages of DMD disease progression.

Sensor-less mobility tracking

We are working to develop naturalistic motor function measurement at home with an ambient measurement system, which is based on sensors such as Microsoft Kinect. This system uses infrared technology to detect body movement and is designed to collect mobility data for DMD patients without requiring wearable sensors. If successful, this new non-invasive technology would enable us to understand in greater detail the therapeutic impact of potential product candidates as they relate to everyday activities, and could provide information to establish and measure clinical endpoints in future clinical trials.

Assistive devices

Solid Suit

We are currently developing a line of soft, wearable assistive devices that may have both functional and therapeutic benefits, with the goal of helping patients perform day-to-day activities with greater ease and preserving their muscle function. We refer to these devices as the Solid Suit. This work is being done in collaboration with technology innovators and engineering and disease experts, and is informed by input from the patient community. The Solid Suit utilizes cutting-edge technologies to power soft, light-weight comfortable exoskeletons with the potential to offset muscle fatigue and augment muscle strength. We are developing the Solid Suit in three separate components, two of which are currently in prototype development.

Intellectual property

Our commercial success depends in part on our ability to obtain and maintain proprietary or intellectual property protection for our product candidates, including SGT-001, and other know-how, to operate without infringing, misappropriating or otherwise violating the intellectual property rights of others, and to prevent others from infringing, misappropriating or otherwise violating our intellectual property rights. We also rely on patents, trade secrets, know-how and continuing technological innovation to develop and maintain our proprietary and intellectual property position.

As of August 1, 2017, we owned one pending U.S. provisional patent application and have exclusively licensed three issued U.S. patents, one pending U.S. non-provisional patent application, four granted foreign patents and eight pending foreign patent applications. The issued U.S. patents are projected to expire between 2021 and 2028, excluding any patent term adjustments and any patent term extensions, and any U.S. patents that may issue from the U.S. provisional patent application (assuming U.S. non-provisional patent applications are timely filed with respect to such application and all other applicable requirements are satisfied) would be projected to expire in 2037, excluding any patent term adjustments and any patent term extensions.

With respect to SGT-001, we exclusively licensed two issued U.S. patents, which generally claim the structural elements of SGT-001 and the promoter sequence used in SGT-001. These two issued U.S. patents are projected to expire between 2021 and 2028, excluding any patent term adjustments and any patent term extensions. We also own one pending U.S. provisional patent application relating to SGT-001. Any U.S. patents that may issue from our pending U.S. provisional patent application (assuming a U.S. non-provisional patent application is timely filed with respect to such application and all other applicable requirements are satisfied) would be projected to expire in 2037, excluding any patent term adjustments and any patent term extensions. Substantive prosecution of our provisional patent application has not yet commenced at the USPTO. Our provisional patent application is not eligible to become an issued patent until, among other things, we file a non-provisional patent application within 12 months of the filing date of our provisional patent application. If we do not timely file the non-provisional patent application, we may lose our priority date with respect to our provisional patent application and any patent protection on the inventions disclosed in our provisional patent application. While we intend to timely file a non-provisional patent application relating to our provisional patent application, we cannot predict whether such future patent application will result in the issuance of a patent that effectively protects SGT-001, or if such issued patent or any of our licensor’s issued patents will effectively prevent others from commercializing competitive products. In any event, patent prosecution is a lengthy process, during which the scope of the claims initially submitted for examination by the USPTO offices are often significantly narrowed by the time they issue, if they issue at all.

With respect to SB-001 and SB-002, we do not currently own or in-license any issued patents or patent applications relating to such product candidates. We have options to negotiate for licenses of certain patents and patent applications relating to SB-001 and SB-002 from Ikaika Therapeutics, LLC and Strykagen Corp. If we exercise such options, Ikaika Therapeutics, LLC and Strykagen Corp. are only required to negotiate the terms of a potential license agreement with us for certain specified periods of time and we may be unable to enter into such definitive license agreements within the required timeframe or under terms that are acceptable to us. If we are unable to enter into such definitive license agreements, we will not have any license to such patents and patent applications.

The term of individual patents depends upon the legal term for patents in the countries in which they are obtained. In most countries, including the United States, the patent term is 20 years from the earliest filing date of a non-provisional patent application. In the United States, a patent’s term may be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the USPTO in examining and granting a patent, or may be shortened if a patent is terminally disclaimed over an earlier filed patent. The term of a patent that covers a drug or biological product may also be eligible for patent term extension when FDA approval is granted, subject to certain limitations and provided statutory and regulatory requirements are met (for more

information, please see “Business—U.S. patent term restoration and marketing exclusivity”). In the future, if and when our product candidates receive approval from the FDA or foreign regulatory authorities, we expect to apply for patent term extensions on issued patents we may obtain in the future covering those products, depending upon the length of the clinical trials for each product and other factors. There can be no assurance that any of our pending patent applications will issue or that we will benefit from any patent term extension or favorable adjustment to the term of any of our patents.

As with other biotechnology and pharmaceutical companies, our ability to maintain and solidify our proprietary and intellectual property position for our product candidates will depend on our success in obtaining effective patent claims and enforcing those claims if granted. However, our owned and licensed pending patent applications, and any patent applications that we may in the future file or license from third parties may not result in the issuance of patents. We also cannot predict the breadth of claims that may be allowed or enforced in our patents. Any issued patents that we may receive in the future may be challenged, invalidated or circumvented. In addition, because of the extensive time required for clinical development and regulatory review of a product candidate we may develop, it is possible that, before any of our product candidates can be commercialized, any related patent may expire or remain in force for only a short period following commercialization, thereby limiting protection such patent would afford the respective product and any competitive advantage such patent may provide.

In addition to patents, we rely upon unpatented trade secrets and know-how and continuing technological innovation to develop and maintain our competitive position. We seek to protect our proprietary information, in part, by executing confidentiality agreements with our collaborators and scientific advisors, and non-competition, non-solicitation, confidentiality, and invention assignment agreements with our employees and consultants. We have also executed agreements requiring assignment of inventions with selected scientific advisors and collaborators. The confidentiality agreements we enter into are designed to protect our proprietary information and the agreements or clauses requiring assignment of inventions to us are designed to grant us ownership of technologies that are developed through our relationship with the respective counterparty. We cannot guarantee, however, that these agreements will afford us adequate protection of our intellectual property and proprietary information rights.

We also seek trademark protection in the United States and internationally where available and when appropriate. We currently own U.S. federal registrations for the marks SOLID, SOLID GT and SOLID BIOSCIENCES and a European Union registration for the mark SOLID GT.

Strategic partnerships and collaborations/licenses:

We have certain obligations under licensing agreements with third parties that include annual maintenance fees and payments that are contingent upon achieving various development, commercial and regulatory milestones. Pursuant to many of these license agreements, we are required to make milestone payments if certain development, regulatory and commercial sales milestones are achieved, and may have certain additional research funding obligations. Also, pursuant to the terms of many of these license agreements, when and if commercial sales of a licensed product commence, we must pay royalties to our licensors on net sales of the respective licensed products.

University of Washington License Agreement

In 2015, we entered into a license agreement with the University of Washington, acting through UW CoMotion, under which we obtained an exclusive, royalty-bearing, sublicensable, worldwide license under certain patent applications owned by the University of Washington relating to novel micro-dystrophins to develop, manufacture, and commercialize products for use in the treatment of DMD and related disease indications caused by a lack of functional dystrophin. We have the right to grant sublicenses to third parties contingent upon written approval by the University of Washington prior to executing such sublicense, which approval may not be unreasonably withheld.

In consideration for the rights granted by the agreement, we paid a one-time, non-refundable license fee, which was recorded as a research and development expense in 2015. We are required to reimburse the University of Washington for costs incurred in applying for, prosecuting and maintaining patents and pay up to an aggregate of approximately $1 million upon the achievement of certain milestones. There were no milestones achieved as of December 31, 2015 and 2016 and March 31, 2017. We must also pay royalties of a low single digit percentage of future sales by us and our sublicensees of products developed under the licensed patent rights. In addition, we must pay an annual maintenance fee until certain milestones are achieved, at which time a minimum annual royalty requirement will replace such maintenance fee and will apply to us and our sublicensees.

We are obligated to use our commercially reasonable efforts, consistent with sound and reasonable business practices and judgment, to commercialize the inventions covered by the licensed patent rights and to make and sell products based on that patent as soon as practicable and maximize sales thereof.

The University of Washington controls the prosecution and maintenance of the licensed patents in consultation with us and at our expense. In countries in which we have not requested prosecution or maintenance of licensed patents, the University of Washington may prosecute and maintain such licensed patents at its own cost. We have the first right to enforce such licensed patents at our expense. However, we may not enter into any settlement in any manner relating to the licensed patents without the University of Washington's prior written consent.

The license agreement remains in effect until the expiration of the last-to-expire patent licensed under the agreement. We may terminate the agreement at any time upon providing sixty days' written notice to the University of Washington. The University of Washington may terminate the agreement upon our uncured, material breach of the agreement or if we enter into an insolvency-related event.

The University of Missouri License Agreement

In 2015, we entered into a license agreement with the Curators of the University of Missouri, or the University of Missouri, a public corporation of Missouri, under which we obtained an exclusive, royalty-bearing, sublicensable, worldwide license under certain patents and patent applications owned by the University of Missouri relating to a novel synthetic microdystrophin gene to make, sell and distribute products for use in the treatment of DMD and related disease indications resulting from a lack of functional dystrophin.

In consideration for the rights granted by the agreement, we paid a one-time, non-refundable license fee, which was recorded as a research and development expense in 2015. We are required to reimburse the University of Missouri for costs incurred in applying for, prosecuting and maintaining the licensed patents and pay up to an aggregate of approximately $1 million upon the achievement of certain milestones for each product developed based on the licensed patents. There were no milestones achieved as of December 31, 2015 and 2016 and March 31, 2017. We must pay a royalty of a low single digit percentage of future sales by us or our sublicensees of products developed using the licensed patents. In addition, we must pay an annual maintenance fee until certain milestones are achieved, after which time a minimum annual royalty will replace such maintenance fee.

Under the agreement, we granted the University of Missouri a non-exclusive, royalty-free, irrevocable, paid-up license, with the right to grant sublicenses to non-profit, academic, educational or governmental institutions, to practice and use improvements made by us using the licensed patent rights, solely for non-commercial research purposes.

We are obligated to use our reasonable best efforts to introduce products based on the licensed patent rights into the commercial market as soon as possible, consistent with sound and reasonable business practices and judgment, and thereafter to keep such products reasonably available to the public.

The University of Missouri controls the prosecution and maintenance of the licensed patents in consultation with us and at our expense. In countries in which we have not requested prosecution or maintenance of licensed

patents, the University of Missouri may prosecute and maintain such licensed patents at its own cost. We have the first right to enforce such licensed patents at our expense. However, any settlement, consent judgment or other voluntary disposition of litigation that materially limits the scope, validity or enforceability of the licensed patent or admits fault or wrongdoing on the part of the University of Missouri must be pre-approved in writing by the University of Missouri.

The license agreement remains in effect until the expiration of the last-to-expire patent or the abandonment of the last to be abandoned patent application licensed under the agreement. The University of Missouri may terminate the agreement, or render the license granted thereunder non-exclusive, in individual countries if we and our sublicensees fail to achieve certain milestones. We may terminate the license agreement at any time upon providing six months' written notice to the University of Missouri and paying a termination fee. Each of the University of Missouri and we may also terminate the agreement for an uncured default or breach of the agreement by the other party. Our ability to cure such breach only applies to the first two notices of such breach provided by the University of Missouri, and thereafter, the University of Missouri may terminate the agreement for our default or breach of the agreement upon thirty days' written notice without an opportunity to cure such default or breach.

The University of Michigan License Agreement

In 2016, we entered into a license agreement with the Regents of the University of Michigan, or the University of Michigan, a constitutional corporation of Michigan, under which we obtained an exclusive, royalty-bearing, sublicensable, worldwide license to make, sell and distribute products under certain patents owned by the University of Michigan related to microdystrophin and utrophin spectrin-like nucleic acid sequences for any use that, but for this agreement, would comprise an infringement of a valid claim included in the licensed patent rights.

In consideration for the rights granted by the agreement, we paid a one-time license fee and a separate fee to cover past patent prosecution costs. We recorded the upfront license fee as a research and development expense in 2016. We are required to reimburse the University of Michigan for costs incurred in applying for, prosecuting and maintaining patents, and pay up to an aggregate of approximately $1 million upon the achievement of certain milestones. There were no milestones achieved as of December 31, 2016 and March 31, 2017. We must also pay a royalty on future sales by us or our sublicensees of products developed using the licensed rights, with a minimum annual royalty after certain milestones are achieved. In addition, we must pay an annual maintenance fee in any year in which the minimum annual royalty is not reached.

Under the agreement, the University of Michigan reserves for itself and its affiliates the right to use the licensed rights for non-commercial research, public service, internal and educational purposes and the right to grant the same limited non-commercial rights to other non-profit research institutions.

We are obligated to use commercially reasonable efforts to bring one or more products based on the licensed patents to market through a diligence program for utilizing the licensed patents, to continue diligent marketing efforts throughout the term of the agreement, and to make reasonable amounts of such products commercially available, in each case consistent with prudent business practices and judgment.

The University of Michigan controls the prosecution and maintenance of the licensed patents in consultation with us and at our expense. In countries in which we have not requested prosecution or maintenance of licensed patents, the University of Michigan may prosecute and maintain such licensed patents at its own cost. We have the first right to enforce such licensed patents at our expense. However, we may only enter into a settlement with the advice and consent of the University of Michigan.

The license agreement remains in effect until the expiration of the last-to-expire patent licensed under the agreement. The University of Michigan may terminate the agreement upon our uncured material breach of the

agreement, including failure to make required payments under the agreement or to achieve certain milestones, or if we become insolvent or bankrupt. We may terminate the license agreement at any time upon providing sixty days' written notice to the University of Michigan.

Harvard College License Agreement

In 2016, we entered into a license agreement with the President and Fellows of Harvard College, or Harvard College, under which we obtained a non-exclusive, royalty-bearing, sublicensable, worldwide license to use certain intellectual property owned by Harvard College to develop, manufacture, and commercialize products for use in the treatment of DMD.

In consideration for the rights granted by the agreement, we paid a one-time, non-refundable license fee, which was recorded as a research and development expense in 2016. We are required to pay an annual license maintenance fee until certain milestones are achieved, after which time the annual maintenance fee will increase annually. Such annual maintenance fee will further increase if we grant certain rights to a sublicensee or strategic partner with whom we collaborate on the development and commercialization of licensed products. The annual maintenance fee is creditable against royalty payments. We also must pay a milestone payment within thirty days after achieving certain milestones. There were no milestones achieved as of December 31, 2016 and March 31, 2017. We must pay a royalty on future sales by us or our sublicensees of products developed using the licensed technology.

The license agreement remains in effect for an initial term of fifteen years, with automatic three-year renewal periods thereafter unless one of the parties provides notice of non-renewal. We may terminate the license agreement at any time upon providing sixty days' written notice to Harvard College. Harvard College may terminate the agreement in the event we become bankrupt or insolvent. Both Harvard College and we may also terminate the agreement for an uncured material breach of the agreement by the other party.

Other License Agreements

In 2016, we entered into a license agreement with a biotechnology company, or the Licensor. In consideration for obtaining a non-exclusive, royalty-free, worldwide license to use certain technologies and associated know-how to develop our product candidates, we paid a one-time, non-refundable license fee. This fee was recorded as a research and development expense in 2016. The license agreement will remain effective in perpetuity unless earlier terminated. The Licensor has the right to terminate the agreement upon our material, uncured breach of the agreement or in the event that it determines that continued performance of the agreement may violate any laws. We are obligated to diligently pursue regulatory approval necessary for the development, manufacture and sale of the licensed products. We have the right to terminate the agreement at any time upon providing thirty days' written notice to the Licensor.

Competition

The biotechnology and pharmaceutical industries are characterized by rapidly changing technologies, significant competition and a strong emphasis on intellectual property. This is also true in treatments of DMD, as well as in gene therapy. While we believe that our focus, strength of team, expertise in gene therapy, scientific knowledge and intellectual property provide us with competitive advantages, we face competition from several different sources, including large and small biopharmaceutical companies, academic research institutions, government agencies and public and private research institutions. Not only must we compete with other companies that are focused on gene transfer technology, but any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future.

Many of our competitors have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, clinical trials, regulatory approvals and product marketing than

we do. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

We are aware of several companies and research institutions focused on developing gene transfers for DMD, including Pfizer Inc. and Sarepta Therapeutics, Inc. Any advances in gene transfer technology made by a competitor may be used to develop therapies that could compete with our lead product candidate.

For our gene transfer product candidate, the main competitors are:

- We are aware that Pfizer Inc., through its acquisition of Bamboo Therapeutics, is developing BMB-001, an AAV-mediated microdystrophin gene transfer. Pfizer has announced plans to initiate clinical trials for this approach in 2017.
- We are aware that Sarepta Therapeutics, Inc. has entered into a research and option agreement with Nationwide Children's Hospital for its AAV-mediated microdystrophin gene transfer program. Nationwide has announced plans to initiate clinical trials for this program in late 2017.
- We are aware that Sarepta Therapeutics, Inc. and Genethon have entered into a research collaboration to Genethon's AAV-mediated microdystrophin gene transfer. Genethon has announced plans to initiate clinical trials for this program in 2018.

In addition to the investigational gene transfer programs discussed above, there are two therapies, which are intended to be disease modifying, that are currently approved for DMD by certain regulators. These products are eteplirsen (EXONDYS 51) and ataluren (Translarna), each of which is indicated for approximately 13% of DMD patients.

Government regulation and product approval

U.S. government regulation and product approval

In the United States, biologic products including gene therapy products, such as our lead product candidate, are regulated by the FDA under the Federal Food, Drug, and Cosmetic Act, or FD&C Act, and the Public Health Service Act, or PHS Act, as well as by other federal, state and local statutes and regulations. Both the FD&C Act and the PHS Act and their corresponding regulations govern, among other things, the testing, manufacturing, safety, efficacy, labeling, packaging, storage, record keeping, distribution, reporting, advertising and other promotional practices involving biologic products. FDA approval must be obtained before conducting human clinical testing of biologic products. Additionally, each clinical trial protocol for a gene therapy product candidate is reviewed by the FDA and, in limited instances, the NIH through its RAC. FDA approval also must be obtained before marketing of biologic products.

Within the FDA, the CBER regulates gene therapy products. Within CBER, the review of gene therapy and related products is consolidated in the OTAT and the FDA has established the Cellular, Tissue and Gene Therapies Advisory Committee to advise CBER on its reviews. CBER works closely with the NIH and the RAC, which makes recommendations to the NIH on gene therapy issues and engages in a public discussion of scientific, safety, ethical and societal issues related to proposed and ongoing gene therapy protocols. Although the FDA has not yet approved any human gene therapy product for sale, it has provided guidance for the development of gene therapy products. This guidance includes a growing body of guidance documents on chemistry, manufacturing and control, or CMC, clinical investigations and other areas of gene therapy development, all of which are intended to facilitate the industry's development of gene therapy products.

U.S. biologic products development process

The process required by the FDA before a biologic product may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests and *in vivo* studies according to the FDA's GLPs and applicable requirements for the humane use of laboratory animals or other applicable regulations;
- submission to the FDA of an application for an IND, which allows human clinical trials to begin unless the FDA objects within 30 days;
- approval by an IRB reviewing each clinical site before each clinical trial may be initiated;
- approval by an IBC assessing the safety of the clinical research and identifying any potential risk to public health or the environment;
- performance of adequate and well controlled human clinical trials according to the FDA's regulations commonly referred to as GCPs and any additional requirements for the protection of human research subjects and their health information, to establish the safety and efficacy of the proposed biologic product for its intended use;
- preparation and submission to the FDA of a BLA, for marketing approval that includes substantive evidence of safety, purity and potency from results of preclinical testing and clinical trials, and detailed information about the CMC for the product, reports of the outcomes and full data sets of the clinical trials and proposed labeling and packaging for the product;
- review of the product candidate by an FDA advisory committee, if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities where the biologic product candidate is produced to assess compliance with cGMP requirements and to assure that the facilities, methods and controls are adequate to preserve the biologic product candidate's identity, safety, strength, quality and purity;
- potential FDA audit of the nonclinical and clinical trial sites that generated the data in support of the BLA;
- payment of user fees; and
- FDA review and approval, or licensure of, the BLA.

Before testing any biologic product candidate in humans, including a gene therapy product candidate, the product candidate must undergo preclinical testing. Preclinical tests, also referred to as nonclinical studies, include laboratory evaluations of product chemistry, toxicity and formulation, as well as *in vivo* studies to assess the potential safety and activity of the product candidate and to establish a rationale for therapeutic use. The conduct of certain nonclinical studies must comply with federal regulations and requirements, including GLPs.

If a gene therapy trial is conducted at, or sponsored by, institutions receiving NIH funding for recombinant DNA research, prior to the submission of an IND to the FDA, a protocol and related documents must be submitted to, and the study registered with, the NIH Office of Biotechnology Activities, or OBA, pursuant to the NIH Guidelines for Research Involving Recombinant DNA Molecules, or NIH Guidelines. Compliance with the NIH Guidelines is mandatory for investigators at institutions receiving NIH funds for research involving recombinant DNA. However, many companies and other institutions, not otherwise subject to the NIH Guidelines, voluntarily follow them. NIH is responsible for convening the RAC that discusses protocols that raise novel or particularly important scientific, safety or ethical considerations at one of its quarterly public meetings. The OBA will notify the FDA of the RAC's decision regarding the necessity for full public review of a gene therapy protocol. RAC proceedings and reports are posted to the OBA website and may be accessed by the public.

The clinical trial sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some preclinical tests may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA places the clinical trial on a clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. With gene therapy protocols, if the FDA allows the IND to proceed, but the RAC decides that full public review of the protocol is warranted, the FDA will request at the completion of its IND review that the sponsor delays initiation of the protocol until after completion of the RAC review process. The FDA also may impose clinical holds on a biologic product candidate at any time before or during clinical trials due to safety concerns or non-compliance. If the FDA imposes a clinical hold, trials may not recommence without FDA authorization and then only under terms authorized by the FDA.

Human clinical trials under an IND

Clinical trials involve the administration of the biologic product candidate to healthy volunteers or patients under the supervision of qualified investigators, generally physicians not employed by, or under the control of, the trial sponsor. Clinical trials are conducted under written study protocols detailing, among other things, the objectives of the clinical trial, dosing procedures, subject selection and exclusion criteria, and the parameters to be used to monitor subject safety, including stopping rules that assure a clinical trial will be stopped if certain adverse events should occur. Each protocol and any amendments to the protocol must be submitted to the FDA as part of the IND. Clinical trials must be conducted and monitored in accordance with the FDA's regulations comprising the GCP requirements, including the requirement that all research subjects provide informed consent.

Further, each clinical trial must be reviewed and approved by an IRB at or servicing each institution at which the clinical trial will be conducted. An IRB is charged with protecting the welfare and rights of trial participants and considers such items as whether the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent that must be signed by each clinical trial subject or his or her legal representative, reviews and approves the study protocol and must monitor the clinical trial until completed. Clinical trials involving recombinant DNA also must be reviewed by an IBC a local institutional committee that reviews and oversees basic and clinical research and utilizes recombinant DNA at that institution. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment.

Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- *Phase I*. The biologic product is initially introduced into a small group of healthy human subjects and tested for safety, dosage tolerance, absorption, metabolism, distribution, excretion and, if possible, to gain an early understanding of its effectiveness. In the case of some product candidates for severe or life-threatening diseases, especially when the product candidate may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients. Phase I clinical trials of gene therapies are typically conducted in patients rather than healthy volunteers.
- *Phase II*. The biologic product candidate is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.
- *Phase III*. Phase III clinical trials are commonly referred to as "pivotal" studies, which typically denotes a study that presents the data that the FDA or other relevant regulatory agency will use to determine whether or not to approve a biologic product. In Phase III studies, the biologic product is administered to an expanded patient population, generally at multiple geographically dispersed clinical trial sites in adequate and well controlled clinical trials to generate sufficient data to statistically confirm the potency and safety of the product for approval. These clinical trials are intended to establish the overall risk/benefit ratio of the product candidate and provide an adequate basis for product labeling.

Post-approval clinical trials, sometimes referred to as Phase IV clinical trials, may be conducted after initial approval. These clinical trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up.

During all phases of clinical development, regulatory agencies require extensive monitoring and auditing of all clinical activities, clinical data and clinical trial investigators. Annual progress reports detailing the results of the clinical trials must be submitted to the FDA.

Written IND safety reports must be promptly submitted to the FDA, the NIH and the investigators for serious and unexpected adverse events, any findings from other trials, *in vivo* laboratory tests or *in vitro* testing that suggest a significant risk for human subjects, or any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must submit an IND safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction within seven calendar days after the sponsor's initial receipt of the information.

The FDA or the sponsor or its DSMB may suspend a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biologic product candidate has been associated with unexpected serious harm to patients.

Additional regulation for gene therapy clinical trials

In addition to the regulations discussed above, there are a number of additional standards that apply to clinical trials involving the use of gene therapy. The FDA has issued various guidance documents regarding gene therapies, which outline additional factors that the FDA will consider at each of the above stages of development, which relate to, among other things: the proper preclinical assessment of gene therapies; the CMC information that should be included in an IND application; the proper design of tests to measure product potency in support of an IND or BLA application; and measures to observe delayed adverse effects in subjects who have been exposed to investigational gene therapies when the risk of such effects is high. Further, the FDA usually recommends that sponsors observe subjects for potential gene therapy-related delayed adverse events for a 15-year period, including a minimum of five years of annual examinations followed by ten years of annual queries, either in person or by questionnaire.

The NIH and the FDA have a publicly accessible database, the Genetic Modification Clinical Research Information System, which includes information on gene therapy trials and serves as an electronic tool to facilitate the reporting and analysis of adverse events on these trials.

Compliance with cGMP requirements

Manufacturers of biologics must comply with applicable cGMP regulations, including quality control and quality assurance and maintenance of records and documentation. Manufacturers and others involved in the manufacture and distribution of such products also must register their establishments with the FDA and certain state agencies. Both domestic and foreign manufacturing establishments must register and provide additional information to the FDA upon their initial participation in the manufacturing process. Establishments may be subject to periodic, unannounced inspections by government authorities to ensure compliance with cGMP requirements and other laws. Discovery of problems may result in a government entity placing restrictions on a product, manufacturer or holder of an approved BLA, and may extend to requiring withdrawal of the product from the market. The FDA will not approve a BLA unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specification.

Concurrent with clinical trials, companies usually complete additional preclinical studies and must also develop additional information about the physical characteristics of the biologic product candidate as well as finalize a process for manufacturing the product candidate in commercial quantities in accordance with cGMP requirements. To help reduce the risk of the introduction of adventitious agents or of causing other adverse events with the use of biologic products, the PHS Act emphasizes the importance of manufacturing control for products whose attributes cannot be precisely defined. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other requirements, the sponsor must develop methods for testing the identity, strength, quality, potency and purity of the final biologic product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the biologic product candidate does not undergo unacceptable deterioration over its shelf life.

U.S. review and approval processes

After the completion of clinical trials of a biologic product, FDA approval of a BLA must be obtained before commercial marketing of the biologic product. The BLA must include results of product development, laboratory and animal studies, human studies, information on the manufacture and composition of the product, proposed labeling and other relevant information. In addition, under the Pediatric Research Equity Act, a BLA or supplement to a BLA must contain data to assess the safety and effectiveness of the biologic product for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of data or full or partial waivers.

Under the Prescription Drug User Fee Act, or PDUFA, as amended, each BLA must be accompanied by a significant user fee. According to the FDA's fee schedule, effective from October 1, 2016 through September 30, 2017, the user fee for an application requiring clinical data, such as a new drug application, is $2,038,100. PDUFA also imposes an annual product fee for biologics and an annual establishment fee on facilities used to manufacture prescription biologics. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business. Additionally, no user fees are assessed on BLAs for product candidates designated as orphan drugs, unless the product candidate also includes a non-orphan indication.

The FDA reviews a BLA within 60 days of submission to determine if it is substantially complete before the agency accepts it for filing. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA.

The FDA reviews the BLA to determine, among other things, whether the proposed product is safe and potent, or effective, for its intended use, and has an acceptable purity profile, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, safety, strength, quality, potency and purity. The FDA may refer applications for novel biologic products or biologic products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the biologic product approval process, the FDA also will determine whether a REMS, is necessary to assure the safe use of the biologic product. REMS use risk minimization strategies beyond the professional labeling to ensure that the benefits of the product outweigh the potential risks. To determine whether a REMS is needed, the FDA will consider the size of the population likely to use the product, seriousness of the disease, expected benefit of the product, expected duration of treatment, seriousness of known or potential adverse events and whether the product is a new molecular entity. A REMS could include medication guides, physician communication plans and elements to assure safe use, such as

restricted distribution methods, patient registries and other risk minimization tools. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS; the FDA will not approve the BLA without a REMS, if required.

Before approving a BLA, the FDA will inspect the facilities at which the product candidate is manufactured. The FDA will not approve the product candidate unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure that the clinical trials were conducted in compliance with IND study requirements and GCP requirements. cGMP, GLP and GCP compliance requires significant expenditure of time, money and effort in the areas of training, recordkeeping, production and quality control.

Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from clinical trials are not always conclusive and the FDA may interpret data differently than how we would interpret the same data. On the basis of the BLA and accompanying information, including the results of the inspection of the manufacturing facilities, the FDA may issue an approval letter or a complete response letter. An approval letter authorizes commercial marketing of the biologic product with specific prescribing information for specific indications. A complete response letter generally outlines the deficiencies in the submission and may require substantial additional testing or information in order for the FDA to reconsider the application. If and when those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the BLA, the FDA will issue an approval letter. If the agency decides not to approve the BLA in its present form, the FDA will issue a complete response letter that usually describes all of the specific deficiencies in the BLA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes; or major, for example, requiring additional clinical trials. Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing or dispensing in the form of a REMS, or otherwise limit the scope of any approval. In addition, the FDA may require post-marketing clinical trials, sometimes referred to as Phase IV clinical trials, designed to further assess a biologic product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized.

The FDA has agreed to specified performance goals in the review of BLAs under the PDUFA. One such goal is to review standard BLAs in ten months after the FDA accepts the BLA for filing, and priority BLAs in six months, whereupon a review decision is to be made. The FDA does not always meet its PDUFA goal dates for standard and priority BLAs and its review goals are subject to change from time to time. The review process and the PDUFA goal date may be extended by three months if the FDA requests or the BLA sponsor otherwise provides additional information or clarification regarding information already provided in the submission within the last three months before the PDUFA goal date.

Pediatric exclusivity

Under the Biologics Price Competition and Innovation Act, or BPCIA, which was part of the Health Care Reform Law, biologics, such as our product candidates, may be eligible for pediatric exclusivity, an incentive intended to encourage medical product research for children. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods applicable to biological products under the BPCIA—namely, the four-year period

during which the FDA will not consider an application for a biosimilar product, and the 12-year period during which the FDA will not approve a biosimilar application. This six-month exclusivity, which runs from the end of these exclusivity protection periods, may be granted based on the voluntary completion of a pediatric trial in accordance with an FDA-issued "written request" for such a trial.

Orphan drug designation

Under the Orphan Drug Act, the FDA may designate a biologic product as an "orphan drug" if it is intended to treat a rare disease or condition (generally meaning that it affects fewer than 200,000 individuals in the United States, or more in cases in which there is no reasonable expectation that the cost of developing and making a biologic product available in the United States for treatment of the disease or condition will be recovered from sales of the product). Orphan product designation must be requested before submitting a BLA. After the FDA grants orphan product designation, the identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. Orphan product designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

If a product with orphan status receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan product exclusivity, meaning that the FDA may not approve any other applications to market the same drug or biologic product for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan exclusivity or if the party holding the exclusivity fails to assure the availability of sufficient quantities of the drug to meet the needs of patients with the disease or condition for which the drug was designated. Competitors, however, may receive approval of different products for the same indication for which the orphan product has exclusivity or obtain approval for the same product but for a different indication for which the orphan product has exclusivity. Orphan medicinal product status in the European Union has similar, but not identical, benefits.

Expedited development and review programs

The FDA is authorized to expedite the review of BLAs in several ways. Under the Fast Track program, the sponsor of a biologic product candidate may request the FDA to designate the product for a specific indication as a Fast Track product concurrent with or after the filing of the IND. Biologic products are eligible for Fast Track designation if they are intended to treat a serious or life-threatening condition and demonstrate the potential to address unmet medical needs for the condition. Fast Track designation applies to the combination of the product candidate and the specific indication for which it is being studied. In addition to other benefits, such as the ability to have greater interactions with the FDA, the FDA may initiate review of sections of a Fast Track BLA before the application is complete, a process known as rolling review.

Any product submitted to the FDA for marketing, including under a Fast Track program, may be eligible for other types of FDA programs intended to expedite development and review, such as breakthrough therapy designation, priority review and accelerated approval.

- *Breakthrough therapy designation.* To qualify for the breakthrough therapy program, product candidates must be intended to treat a serious or life-threatening disease or condition and preliminary clinical evidence must indicate that such product candidates may demonstrate substantial improvement on one or more clinically significant endpoints over existing therapies. The FDA will seek to ensure the sponsor of a breakthrough therapy product candidate receives intensive guidance on an efficient drug development program, intensive involvement of senior managers and experienced staff on a proactive, collaborative and cross-disciplinary review and rolling review.
- *Priority review*. A product candidate is eligible for priority review if it treats a serious condition and, if approved, it would be a significant improvement in the safety or effectiveness of the treatment, diagnosis or prevention compared to marketed products. FDA aims to complete its review of priority review applications within six months as opposed to 10 months for standard review.

- *Accelerated approval.* Drug or biologic products studied for their safety and effectiveness in treating serious or life-threatening illnesses and that provide meaningful therapeutic benefit over existing treatments may receive accelerated approval. Accelerated approval means that a product candidate may be approved on the basis of adequate and well controlled clinical trials establishing that the product candidate has an effect on a surrogate endpoint that is reasonably likely to predict a clinical benefit, or on the basis of an effect on a clinical endpoint other than survival or irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity and prevalence of the condition and the availability or lack of alternative treatments. As a condition of approval, the FDA may require that a sponsor of a drug or biologic product candidate receiving accelerated approval perform adequate and well controlled post-marketing clinical trials. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials.

Fast Track designation, breakthrough therapy designation and accelerated approval do not change the standards for approval but may expedite the development or approval process.

Post-approval requirements

After regulatory approval of a product is obtained, there may be a number of post-approval requirements. For example, as a condition of approval of a BLA, the FDA may require post-marketing testing and surveillance to monitor the product's safety or efficacy. In addition, holders of an approved BLA are required to keep extensive records, to report certain adverse reactions and production problems to the FDA, to provide updated safety and efficacy information and to comply with requirements concerning advertising and promotional labeling for their products. Also, quality control and manufacturing procedures must continue to conform to cGMP regulations and practices, as well as the manufacturing conditions of approval set forth in the BLA. The FDA periodically inspects manufacturing facilities to assess compliance with cGMP, which impose certain procedural, substantive and recordkeeping requirements. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance.

U.S. patent term restoration and marketing exclusivity

Depending upon the timing, duration and specifics of FDA approval of product candidates, some of a sponsor's U.S. patents may be eligible for limited patent term extension under the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent terms lost during product development and FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period generally is one-half the time between the effective date of an IND and the submission date of a BLA plus the time between the submission date of a BLA and the approval of that application. Only one patent applicable to an approved biologic product is eligible for the extension, the application for the extension must be submitted prior to the expiration of the patent, and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. Moreover, a given patent may only be extended once based on a single product. The USPTO in consultation with the FDA, reviews and approves the application for any patent term extension or restoration.

Government regulation outside of the U.S.

In addition to regulations in the United States, a variety of regulations in other jurisdictions govern, among other things, clinical trials and any commercial sales and distribution of biologic products. Because biologically sourced materials are subject to unique contamination risks, their use may be restricted in some countries.

Whether or not a sponsor obtains FDA approval for a product, a sponsor must obtain the requisite approvals from regulatory authorities in foreign countries prior to the commencement of clinical trials or marketing of the

product in those countries. Certain countries outside of the United States have a similar process that requires the submission of a clinical trial application, much like the IND, prior to the commencement of human clinical trials. In the European Union, for example, a request for a Clinical Trial Authorization, or CTA, must be submitted to the competent regulatory authorities and the competent Ethics Committees in the European Union Member States in which the clinical trial takes place, much like FDA and the IRB, respectively. Once the CTA request is approved in accordance with the European Union and the European Union Member State's requirements, clinical trial development may proceed.

The EMA launched the PRIority MEdicines, or PRIME, initiative in March 2016 to foster research and development of medicines that may offer a major therapeutic advantage over existing treatments, or benefit patients without treatment options. PRIME aims to strengthen clinical trial designs to facilitate the generation of high-quality data for the evaluation of an application for marketing authorization. To be accepted for PRIME, a medicine has to show its potential to benefit patients with unmet medical needs based on preclinical and/or early clinical data. These medicines are considered priority medicines within the European Union.

After an investigational candidate has been selected for PRIME, developers are assigned a rapporteur from the Committee for Medicinal Products for Human Use, or CHMP, to provide continuous support and help to build knowledge ahead of a MAA. A multidisciplinary group of experts will provide broader guidance on the overall development plan and regulatory strategy of the product. Companies are also eligible for accelerated assessment at the time of their regulatory application.

In specific circumstances, E.U. legislation on Conditional Marketing Authorizations for Medicinal Products for Human Use, or conditional marketing authorization, enables applicants to obtain a conditional marketing authorization prior to obtaining the comprehensive clinical data required for an application for a full marketing authorization. Such conditional approvals may be granted for product candidates (including medicines designated as orphan medicinal products) if the risk-benefit balance of the product candidate is positive, it is likely that the applicant will be in a position to provide the required comprehensive clinical trial data, the product fulfills unmet medical needs and the benefit to public health of the immediate availability on the market of the medicinal product concerned outweighs the risk inherent in the fact that additional data are still required. A conditional marketing authorization may contain specific obligations to be fulfilled by the marketing authorization holder, including obligations with respect to the completion of ongoing or new studies, and with respect to the collection of pharmacovigilance data.

Conditional marketing authorizations are valid for one year, and may be renewed annually, if the risk-benefit balance remains positive, and after an assessment of the need for additional or modified conditions and/or specific obligations. The timelines for the centralized procedure described above also apply with respect to the review by the CHMP of applications for a conditional marketing authorization.

The requirements and processes governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, the clinical trials are conducted in accordance with GCPs and the applicable regulatory requirements of the country or countries in which the clinical trial is performed, as well as the ethical principles that have their origin in the Declaration of Helsinki (whichever provides the greater protection to the clinical trial participants).

U.S. regulations affecting certain federally funded programs, such as Medicare and Medicaid:

Manufacturers with products that are reimbursed by U.S. federally funded programs such as Medicare and Medicaid are subject to regulation by CMS and enforcement by the U.S. Department of Health and Human Services Office of the Inspector General, or HHS OIG. In the event our product candidates are approved, regulation by CMS and enforcement by HHS OIG would be relevant to us. Some of these laws, referred to as false claims laws, prohibit the submission or causing the submission of false or fraudulent claims for reimbursement to federal, state and other health care payors and programs. Other laws, referred to as anti-

kickback laws, prohibit soliciting, offering, receiving or paying remuneration in order to induce the referral of a patient or ordering, purchasing, leasing or arranging for, or recommending ordering, purchasing or leasing of, items or services that are paid for by federal, state and other health care payors and programs.

The federal Anti-Kickback Law prohibits providers and others from directly or indirectly soliciting, receiving, offering or paying any remuneration with the intent of generating referrals or orders for services or items covered by a government health care program. Many states have enacted similar laws. Courts have interpreted this law very broadly, including by holding that a violation has occurred if even one purpose of the remuneration is to generate referrals, even if there are other lawful purposes. There are statutory and regulatory exceptions, or safe harbors, that outline arrangements that are deemed lawful. However, the fact that an arrangement does not fall within a safe harbor does not necessarily render the conduct illegal under the Anti-Kickback Law. In sum, even common business arrangements, such as discounted terms and volume incentives for customers in a position to recommend or choose drugs for patients, such as physicians and hospitals, can result in substantial legal penalties, including, among others, exclusion from Medicare and Medicaid programs, and arrangements with referral sources must be structured with care to comply with applicable requirements. Also, certain business practices, such as payment of consulting fees to health care providers, sponsorship of educational or research grants, charitable donations, interactions with health care providers that prescribe products for uses not approved by the FDA and financial support for continuing medical education programs, must be conducted within narrowly prescribed and controlled limits to avoid the possibility of wrongfully influencing health care providers to prescribe or purchase particular products or as a reward for past prescribing. Violations of the Anti-Kickback Law may be punished by civil and criminal penalties or exclusion from participation in federal health care programs, including Medicare and Medicaid.

It is a violation of the FCA for any entity to present or cause to be presented knowingly false claims for payment to the federal government. In addition, the Health Care Reform Law amended the FCA to create a cause of action against any person who knowingly makes a false statement material to an obligation to pay money to the government or knowingly conceals or improperly decreases an obligation to pay or transmit money or property to the government. For the purposes of these recent amendments, an obligation includes an identified overpayment, which is defined broadly to include any funds that a person receives or retains under Medicare and Medicaid to which the person, after applicable reconciliation, is not entitled. The FCA is commonly used to sue those who submit allegedly false Medicare or Medicaid claims, as well as those who induce or assist others to submit a false claim. False claims can result not only from non-compliance with the express requirements of applicable governmental reimbursement programs, such as Medicaid or Medicare, but also from non-compliance with other laws, such as the Anti-Kickback Law or laws that require quality care in service delivery. The fraud and abuse regulations have been subject to varying interpretations, as well as heightened enforcement activity over the past few years, and significant enforcement activity has been the result of relators, who serve as whistleblowers by filing complaints in the name of the United States (and if applicable, particular states) under federal and state false claims laws. Under the federal FCA, relators can be entitled to receive up to 30% of total recoveries. Also, violations of the FCA can result in treble damages and civil penalties. Most states have adopted similar state false claims laws, and these state laws have their own penalties that may be in addition to federal FCA penalties.

The Health Care Reform Law significantly strengthened the federal FCA and federal Anti-Kickback Law provisions, which could lead to the possibility of increased whistleblower or relator suits, and among other things made clear that a federal Anti-Kickback Law violation can be a basis for federal FCA liability.

Environmental regulations

We are also subject to regulation under the Occupational Safety and Health Act, the Environmental Protection Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act and other present and potential federal, state or local regulations. These and other laws govern our use, handling and disposal of various biological and chemical substances used in, and waste generated by, our operations. Our research and development involves the controlled use of hazardous materials, chemicals and viruses.

Employees

As of June 30, 2017, we had 42 full-time employees, 12 of whom hold Ph.D. or M.D. degrees, 16 of whom are engaged in research and development activities, two of whom are engaged in clinical and regulatory activities and 24 of whom are engaged in business development, legal, finance, information systems, human resources or administrative support activities.

Facilities

We lease our corporate headquarters, which consists of approximately 6,000 square feet in Cambridge, Massachusetts. Our lease expires in January 2018. We also lease approximately 6,000 square feet of additional office and laboratory space in Cambridge, Massachusetts, as well as several smaller office spaces. We are currently exploring a future location for our operations.

Legal proceedings

From time to time, we may be involved in various legal proceedings arising out of our operations. We are not currently a party to any legal proceedings that, in the opinion of our management, are likely to have a material adverse effect on our business, financial condition, results of operations or prospects. Regardless of outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

MANAGEMENT

Executive officers and directors

Set forth below are the names, ages and positions of our executive officers and directors as of June 30, 2017.

Name	Age	Position(s) held
Executive Officers		
Ilan Ganot	43	Co-founder, Chief Executive Officer and Director
Gilad Hayeem	50	Co-founder, President and Director
Alvaro Amorrortu	45	Chief Operating Officer
Carl Morris, Ph.D.	47	Chief Scientific Officer
Joel Schneider, Ph.D.	32	Chief Technology Officer and Head of Exploratory Research and Development
Jorge A. Quiroz, M.D.	47	Chief Medical Officer
Jennifer Ziolkowski	43	Chief Financial Officer, Treasurer and Assistant Secretary
Non-Employee Directors		
Andrey Zarur, Ph.D.	46	Co-founder and Chairman of the Board of Directors
Matthew Arnold	47	Director
Robert Huffines	52	Director
Rajeev Shah	40	Director
Adam Stone	38	Director
Lynne Sullivan	51	Director

Executive officers

Ilan Ganot is one of our co-founders and has served as our Chief Executive Officer and as a member of our board of directors since our inception in 2013. Previously, Mr. Ganot served as an investment banker at JPMorgan Chase & Co. from September 2011 to September 2013. From October 2008 to August 2011, Mr. Ganot served as a banker at Nomura Securities Co., Ltd., and from September 2003 to September 2008, at Lehman Brothers. Mr. Ganot received his M.B.A. from London Business School and holds law and business degrees from the Interdisciplinary Center Herzliya, Israel. Mr. Ganot also practiced corporate law in Israel and was a Captain in the Israeli Defense Forces. He is qualified to serve on our board of directors because of his personal dedication to improving treatments available for DMD patients and his extensive leadership experience in the financial sector.

Gilad Hayeem is one of our co-founders and has served as our President and as a member of our board of directors since our inception in 2013. Mr. Hayeem also has served as Chief Executive Officer of Waverly Capital, a family office, since January 2012. Mr. Hayeem received his M.B.A. from City, University of London and his undergraduate degree from the University of Leeds. Mr. Hayeem is qualified to serve on our board of directors because of his extensive knowledge of our company based on his role as co-founder and President and his extensive leadership experience.

Alvaro Amorrortu has served as our Chief Operating Officer since January 2017. Mr. Amorrortu served as our Senior Vice President of Operations from November 2015 to December 2016. Prior to joining us, he served as Vice President of Consulting for IMS Health from July 2015 to November 2015 and Vice President of Campbell Alliance (InVentiv Health Consulting) from July 2012 to June 2015. He was at the Monitor Group, a management consulting firm, from April 2003 to May 2012 where he held various positions, including Associate Partner. From 1995 to 2000, Mr. Amorrortu gained significant experience in project engineering and managing food-processing manufacturing facilities through various positions at Molinos Rio de la Plata and Trigalia (subsidiaries of Bunge Group and Cargill, respectively). Mr. Amorrortu received his M.B.A. from The Wharton School of the University of Pennsylvania and received an M.S. from the Instituto Tecnologico de Buenos Aires, Argentina.

Carl Morris, Ph.D. has served as our Chief Scientific Officer since June 2017, and previously served as our Senior Vice President of Research and Development from September 2015 to June 2017. Prior to joining us, Dr. Morris held various leadership positions within Pfizer Inc.'s Rare Disease Research Unit from January 2010 to August 2015, including serving as a Senior Director, Director and Senior Principal Scientist. Prior to Pfizer, Dr. Morris held various positions within the Tissue Repair unit at Wyeth Pharmaceuticals, Inc. Dr. Morris was an Assistant Professor at Boston University School of Medicine and a founding faculty member of the Muscle and Aging Research Unit. He is also co-founder and a member of the board of directors of Breed Nutrition Inc. Dr. Morris holds a B.A. in Biology from Franklin Pierce College and a Ph.D. in Physiology from UCLA.

Joel Schneider, Ph.D. has served as our Chief Technology Officer and Head of Exploratory Research and Development since June 2017. Dr. Schneider also served as an Analyst from March 2014 to March 2015, a Director from March 2015 to January 2017 and our Vice President of Research and Development from January 2017 to June 2017. Prior to joining Solid, Dr. Schneider completed a postdoctoral fellowship at Harvard University in the Department of Stem Cell and Regenerative Biology from January 2013 to 2014. He holds a Ph.D. in Cell Biology and Molecular Medicine from Rutgers University and a B.A. in Biology from Brandeis University.

Jorge A. Quiroz, M.D. has served as our Chief Medical Officer since January 2016. Prior to joining us, Dr. Quiroz served as the Head of Neurodevelopment & Psychiatry, Translational Medicine Neurosciences at F. Hoffmann-La Roche AG from 2014 and, prior to that, as Head of Psychiatry from 2012 to 2014 and Translational Medicine Leader from 2009 to 2011 at Hoffmann-La Roche. From 2007 to 2009, he served as the Director of Johnson & Johnson's Pharmaceutical Research & Development LLC and from 2005 to 2007 he served as its Associate Director. Dr. Quiroz holds a medical degree from the Pontifical Catholic University of Chile and he completed his medical training as a Research Fellow at the Laboratory of Molecular Pathophysiology, Mood and Anxiety Disorders Program, at the NIH in Bethesda, Maryland from February 2001 to May 2005. He is board certified in Psychiatry by the National Commission for Certification of Medical Specialties. He also holds an M.B.A. dual degree from Columbia University and the London Business School.

Jennifer Ziolkowski has served as our Chief Financial Officer, Treasurer and Assistant Secretary since May 2017. Prior to joining us, she served as the Head of Sales Operations, North America for Philips Healthcare from 2014 to 2017 and as its Senior Director of Finance, North America from 2012 to 2014. Ms. Ziolkowski served as Controller of Medical Consumables and Sensors from 2010 to 2012, Director of Finance of Imaging Systems from 2008 to 2010, Senior Director of Finance and Corporate Controller from 2007 to 2008 at TransMedics, Inc. and held various finance and corporate development leadership positions at Cytyc Corporation, a medical technology company, from 2001 to 2007. From 1996 to 2001, Ms. Ziolkowski gained significant experience at PricewaterhouseCoopers LLP where she served as a Senior Transaction Services Consultant and as Audit Senior and Staff in the Boston Technology Group. Ms. Ziolkowski holds a B.S. in Accounting from Boston College and is a Certified Public Accountant.

Non-employee directors

Andrey Zarur, Ph.D. is one of our co-founders and has served as the Chairman of our board of directors since our inception in 2013. Dr. Zarur co-founded GreenLight Biosciences in August 2008, and currently serves as its Chairman and Chief Executive Officer. From January 2006 to August 2014, he served as Managing General Partner of Kodiak Venture Partners. Dr. Zarur is also Chairman of the board for Lumicell Inc. Dr. Zarur holds an M.S. and a Ph.D. from Massachusetts Institute of Technology and an undergraduate degree from Universidad Nacional Autónoma de México. Mr. Zarur is qualified to serve on our board of directors based on his over 20 years of experience in leading companies from clinical-stage drug development to global commercialization.

Matthew Arnold is a founding member of Solid and has served as a member of our board of directors since our inception in 2013. A former energy executive, since 2009, Mr. Arnold has been actively working with startup

businesses in the United Kingdom and Europe, primarily in the technology and clean tech sectors. He holds an M.S. from the University of Virginia and a B.A. from Duke University. Mr. Arnold is qualified to serve on our board of directors because of his extensive management and board experience with startup companies and his background in finance.

Robert Huffines has served as a member of our board of directors since December 2013. Mr. Huffines joined J.P. Morgan in 1992 and currently serves as the Global Chairman of Investment Banking, a position he has held since February 2017. Throughout his career at J.P. Morgan, Mr. Huffines has held various leadership positions, including serving as Co-Head of the Global Healthcare Investment Banking Group from 2002 to 2010 and Vice Chairman from 2011 to January 2017. Mr. Huffines received an M.B.A. from the University of Virginia and a B.A. from the University of North Carolina. Mr. Huffines is qualified to serve on our board of directors based on his over 25 years of experience advising healthcare companies and his leadership experience.

Rajeev Shah has served as a member of our board of directors since March 2017. Mr. Shah is a Managing Director and Portfolio Manager at RA Capital Management, LLC, or RA Capital. Prior to joining RA Capital in 2004, Mr. Shah was a Senior Project Leader at Altus Pharmaceuticals Inc., a spin-off of Vertex Pharmaceuticals Inc., from 2001 to 2004. Mr. Shah is currently a member of the board of directors of the public companies Ra Pharmaceuticals, Inc. and Kalvista Pharmaceuticals, Inc. Mr. Shah holds a B.A. in Chemistry from Cornell University. Mr. Shah is qualified to serve on our board of directors because of his extensive leadership experience, his public company board experience and his experience investing in life science companies.

Adam Stone has served as a member of our board of directors since November 2015. Mr. Stone is currently the Chief Investment Officer of Perceptive Advisors, where he has worked since May 2006. Mr. Stone received a B.A. from Princeton University. Mr. Stone is qualified to serve on our board of directors because of his extensive experience developing early-stage biotech and health care companies.

Lynne Sullivan has served as a member of our board of directors since November 2015. Since September 2016, Ms. Sullivan has served as Biogen, Inc.'s Senior Vice President of Finance, where she also served as Vice President of Tax and Corporate Finance from February 2015 to March 2016 and Vice President of Tax from April 2008 to February 2015. She received an M.S. in Taxation from Bentley University and a B.S.B.A. from Suffolk University. Ms. Sullivan was a Certified Public Account for over 20 years. Ms. Sullivan is qualified to serve on our board of directors because of her extensive experience in public accounting and financial expertise.

Scientific Advisory Board

We have established a scientific advisory board comprised of a world-class team of experts, which includes leading immunologists, molecular biologists, clinicians and gene therapy researchers. We regularly seek advice and input from these experienced leaders on matters related to our research and development programs. Our Scientific Advisory Board currently consists of James M. Wilson, M.D., Ph.D. (University of Pennsylvania), Chairman of our Scientific Advisory Board, Jeff Bluestone, Ph.D. (University of California, San Francisco), Kate Bushby, M.D. (Newcastle University), Barry Byrne, M.D., Ph.D. (University of Florida Powell Gene Therapy Center), Jeffrey Chamberlain, Ph.D. (University of Washington), Ronald D. Cohn, M.D. (Hospital for Sick Children), Dongsheng Duan, Ph.D. (University of Missouri), Carrie Miceli, Ph.D. (University of California, Los Angeles), Geoffrey Slaff, Ph.D., Lawrence A. Turka, M.D. (Massachusetts General Hospital) and Kathryn Wagner, M.D., Ph.D. (Kennedy Krieger Institute).

Composition of the board of directors

Our board currently consists of eight members, each of whom serves as a director pursuant to the board composition provisions of our Third Amended and Restated LLC Agreement, or the LLC Agreement, of Solid Biosciences, LLC. The LLC Agreement will terminate upon our Corporate Conversion and, thereafter, our directors will be elected by vote of our common stockholders.

Director independence

Applicable rules require a majority of a listed company's board of directors to be comprised of independent directors within one year of listing. In addition, rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and corporate governance committees be independent and that audit committee members also satisfy independence criteria set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended, or the Exchange Act. The independence definition includes a series of objective tests, such as that the director is not, and has not been for at least three years, one of our employees and that neither the director nor any of his family members has engaged in various types of business dealings with us. In addition, under applicable rules, a director will only qualify as an "independent director" if, in the opinion of the listed company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Our board of directors has determined that all members of the board of directors, except Ilan Ganot, Gilad Hayeem and Andrey Zarur, are independent directors, as defined under applicable rules. In making such determination, our board of directors considered the relationships that each such non-employee director has with our company and all other facts and circumstances that our board of directors deemed relevant in determining his or her independence, including the beneficial ownership of our common stock by each non-employee director.

Prior to the effectiveness of the registration statement of which this prospectus forms a part, we expect that the composition of our committees will comply with all applicable requirements of and the rules and regulations of the SEC. There are no family relationships among any of our directors or executive officers.

Classified board of directors

In accordance with the terms of our charter and bylaws, which will become effective prior to the effectiveness of the registration statement of which this prospectus forms a part, our board of directors will be divided into three classes, each of which will consist, as nearly as possible, of one-third of the total number of directors constituting our entire board of directors and directors in each class will serve staggered three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following such election. Our directors will be divided among the three classes as follows:

- Class I, which will consist of , , and ,whose terms will expire at the first annual meeting of stockholders to be held following the completion of this offering;
- Class II, which will consist of , and ,whose terms will expire at the second annual meeting of stockholders to be held following the completion of this offering; and
- Class III, which will consist of and ,whose terms will expire at the third annual meeting of stockholders to be held following the completion of this offering.

Our bylaws, which will become effective prior to the effectiveness of the registration statement of which this prospectus forms a part, will provide that the authorized number of directors may be changed only by resolution approved by a majority of our board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors.

The division of our board of directors into three classes with staggered three-year terms may delay or prevent stockholder efforts to effect a change of our management or a change in control.

Role of our board of directors in risk oversight

One of the key functions of our board of directors is informed oversight of our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight

function directly through the board of directors as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure. Our audit committee has the responsibility to consider and discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee also monitors compliance with legal and regulatory requirements. Our compensation committee evaluates risks associated with our compensation practices and policies.

Committees of our board of directors

Audit committee

Our audit committee consists of Lynne Sullivan, and , with Ms. Sullivan serving as chair of the audit committee. Our board of directors has determined that each of these individuals meets the independence requirements of the Sarbanes-Oxley Act, Rule 10A-3 under the Exchange Act, and the applicable listing standards of . Each member of our audit committee can read and understand fundamental financial statements in accordance with audit committee requirements. In arriving at this determination, the board has examined each audit committee member's employment and other experience. Our board of directors has determined that Ms. Sullivan qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of the listing rules. In making this determination, our board has considered Ms. Sullivan's formal education and previous and current experience in financial roles. Both our independent registered public accounting firm and management periodically meet privately with our audit committee.

The functions of our audit committee include, among other things:

- evaluating the performance, independence and qualifications of our independent auditors and determining whether to retain our existing independent auditors or engage new independent auditors;
- reviewing and approving the engagement of our independent auditors to perform audit services and any permissible non-audit services;
- monitoring the rotation of partners of our independent auditors on our engagement team as required by law;
- prior to engagement of any independent auditor, and at least annually thereafter, reviewing relationships that may reasonably be thought to bear on their independence, and assessing and otherwise taking the appropriate action to oversee the independence of our independent auditor;
- reviewing our annual and quarterly financial statements and reports, including the disclosures contained under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations," and discussing the statements and reports with our independent auditors and management;
- reviewing with our independent auditors and management any significant issues that arise regarding accounting principles and financial statement presentation and matters concerning the scope, adequacy and effectiveness of our financial controls;
- reviewing with management and our auditors any earnings announcements and other public announcements regarding material financial developments;
- establishing procedures for the receipt, retention and treatment of complaints received by us regarding financial controls, accounting or auditing matters and other matters;
- preparing the audit committee report that the SEC requires in our annual proxy statement;

- reviewing and providing oversight of any related-person transactions in accordance with our related-person transaction policy and reviewing and monitoring compliance with legal and regulatory requirements, including our code of business conduct and ethics;
- reviewing our major financial risk exposures, including the guidelines and policies to govern the process by which risk assessment and risk management is implemented;
- reviewing on a periodic basis our investment policy; and
- reviewing and evaluating on an annual basis the performance of the audit committee and the audit committee charter.

We believe that the composition and functioning of our audit committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC and rules and regulations.

Compensation committee

Our compensation committee consists of , and , with serving as chair of the compensation committee. Each of these individuals is a non-employee director, as defined in Rule 16b-3 promulgated under the Exchange Act, and is an outside director, as defined pursuant to Section 162(m) of the Internal Revenue Code of 1986, as amended, or the Code. Our board of directors has determined that each of these individuals is independent as defined under the applicable listing standards of , including the standards specific to members of a compensation committee. The functions of our compensation committee include, among other things:

- reviewing, modifying and approving or making recommendations to the full board of directors regarding our overall compensation strategy and policies;
- reviewing, modifying and approving or making recommendations to the full board of directors regarding the compensation and other terms of employment of our chief executive officer or our other executive officers;
- reviewing, modifying and approving or making recommendations to the full board of directors regarding performance goals and objectives relevant to the compensation of our executive officers and assessing their performance against these goals and objectives;
- reviewing and approving or making recommendations to the full board of directors regarding the equity incentive plans, compensation plans and similar programs advisable for us, as well as modifying, amending or terminating existing plans and programs;
- evaluating risks associated with our compensation policies and practices and assessing whether risks arising from our compensation policies and practices for our employees are reasonably likely to have a material adverse effect on us;
- reviewing and making recommendations to the full board of directors regarding the type and amount of compensation to be paid or awarded to our independent board members;
- establishing policies with respect to votes by our stockholders to approve executive compensation to the extent required by the Exchange Act and, if applicable, determining our recommendations regarding the frequency of advisory votes on executive compensation;
- reviewing and assessing the independence of compensation consultants, legal counsel and other advisors to the compensation committee as required by the Exchange Act;
- administering our equity incentive plans;
- establishing policies with respect to our equity compensation arrangements;
- reviewing the competitiveness of our executive compensation programs and evaluating the effectiveness of our compensation policies and strategy in achieving expected benefits to us;

- reviewing and making recommendations to the full board of directors regarding the terms of any employment agreements, severance arrangements, change in control protections and any other compensatory arrangements for our executive officers;
- reviewing with management and approving our disclosures under the caption "Compensation Discussion and Analysis" in our periodic reports or proxy statements to be filed with the SEC, to the extent such caption is included in any such report or proxy statement;
- preparing the compensation committee report that the SEC requires in our annual proxy statement; and
- reviewing and evaluating on an annual basis the performance of the compensation committee and the compensation committee charter.

We believe that the composition and functioning of our compensation committee complies with all applicable requirements of the Sarbanes-Oxley Act, and all applicable SEC and rules and regulations.

Nominating and corporate governance committee

Our nominating and corporate governance committee consists of , and , with serving as chair of the nominating and corporate governance committee. Our board of directors has determined that each of these individuals is independent as defined under the applicable listing standards of and SEC rules and regulations. The functions of our nominating and corporate governance committee include, among other things:

- determining the minimum qualifications for service on our board of directors;
- evaluating director performance on the board and applicable committees of the board and determining whether continued service on our board is appropriate;
- identifying, evaluating, nominating and recommending candidates for membership on our board of directors;
- evaluating nominations by stockholders of candidates for election to our board of directors;
- considering and assessing the independence of members of our board of directors;
- developing a set of corporate governance policies and principles and recommending to our board of directors any changes to such policies and principles;
- overseeing, at least annually, the self-evaluation process of the board of directors and its committees;
- overseeing our code of business conduct and ethics and approving any waivers thereof;
- considering questions of possible conflicts of interest of directors as such questions arise; and
- reviewing and evaluating on an annual basis the performance of the nominating and corporate governance committee and the nominating and corporate governance committee charter.

We believe that the composition and functioning of our nominating and corporate governance committee complies with all applicable requirements of the Sarbanes-Oxley Act, and all applicable SEC and rules and regulations.

Compensation committee interlocks and insider participation

None of the current members of our compensation committee has ever been an executive officer or employee of ours. None of our executive officers currently serves, or has served during the last completed fiscal year, on the compensation committee or board of directors of any other entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Code of business conduct and ethics

Prior to the completion of this offering, we will adopt a Code of Business Conduct and Ethics, or the Code of Conduct, applicable to directors, executive officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. The Code of Conduct will be available on the Investor Relations portion of our website at *www.solidbio.com*. The nominating and corporate governance committee of our board of directors will be responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers and directors. In addition, we intend to post on our website all disclosures that are required by law or the listing standards of concerning any amendments to, or waivers of, any provision of the Code of Conduct.

COMPENSATION OF OUR EXECUTIVE OFFICERS AND DIRECTORS

Named Executive Officers

Our named executive officers, or the Named Executive Officers, for the year ended December 31, 2016, are:

- Ilan Ganot, our Chief Executive Officer;
- Dr. Jorge A. Quiroz, our Chief Medical Officer; and
- Alvaro Amorrortu, our Chief Operating Officer.

Compensation of our Named Executive Officers

Summary Compensation Table for Fiscal Year 2016

The following table contains information about the compensation paid to or earned by each of our Named Executive Officers during the most recently completed fiscal year.

Name and Principal Position	Year	Salary ($) (1)	Bonus ($) (2)	Stock Awards ($) (3)	All Other Compensation ($)	Total ($)
Ilan Ganot, Chief Executive Officer	2016	375,000	150,000	—	2,250(4)	527,250
Jorge A. Quiroz, M.D., Chief Medical Officer	2016	350,000	140,000	789,680	61,642(5)	1,341,322
Alvaro Amorrortu, Chief Operating Officer	2016	300,000	97,500	408,690	—	806,190

(1) For 2017, base salary amounts for our Named Executive Officers were increased as follows: Mr. Ganot: $400,000; Dr. Quiroz: $360,500; and Mr. Amorrortu: $309,800.

(2) Represents annual discretionary bonuses paid to the Named Executive Officers in respect of performance during the fiscal year ended December 31, 2016.

(3) The amount in this column represents the aggregate grant date fair value of the award as computed in accordance with Financial Accounting Standard Board Accounting Standards Codification Topic 718. The assumptions used in calculating the grant date fair value of the award reported in this column are set forth in Note 12 to our audited consolidated financial statements appearing elsewhere in this prospectus.

(4) Represents tax preparation fees reimbursed by us.

(5) Represents approximately $40,000 in relocation expenses reimbursed by us in connection with the commencement of Dr. Quiroz's employment with us and an additional payment of approximately $21,642 in respect of income taxes imposed upon Dr. Quiroz in connection with such reimbursement.

Employment Agreement with Mr. Ganot

On December 27, 2013, we entered into an employment agreement with Mr. Ganot. Mr. Ganot's employment agreement provided for an initial annual base salary of $300,000 as well as an entitlement to an annual incentive bonus in an amount determined by our board of managers. Mr. Ganot's employment with us is at will, although the agreement requires that either we or Mr. Ganot provide the other party at least six months' prior notice of intention to terminate Mr. Ganot's employment. However, we may terminate Mr. Ganot's employment immediately for "cause" as defined in the employment agreement. Other than the foregoing notice period, Mr. Ganot's employment agreement does not provide for any severance payments or benefits upon a termination of his employment with us. Mr. Ganot is subject to certain restrictive covenants during the term of his employment and for the one-year period following termination, including employee and consultant non-solicitation and non-hire restrictions and non-competition provisions.

Offer Letter with Dr. Quiroz

On November 17, 2015, we entered into an offer letter with Dr. Quiroz. Dr. Quiroz's offer letter provided for an initial annual base salary of $350,000 as well as an entitlement to an annual incentive bonus of up to 40% of his base salary based upon achievement of individual and company-wide goals established by our board of managers in its sole discretion.

Dr. Quiroz's offer letter provided for a grant of 225,887 Series D Common Units of Solid Biosciences, LLC, which vest as to 25% of the units on each of the first four anniversaries of the date of grant, subject to Dr. Quiroz's continued employment on each such date. In addition, Dr. Quiroz's offer letter provided for a grant of (i) 45,183 Series D Common Units of Solid Biosciences, LLC upon the successful acceptance by the FDA (or its European equivalent) of an IND application filing (or its European equivalent) by Solid Biosciences, LLC, and (ii) 45,183 Series D Common Units of Solid Biosciences, LLC upon the first dosing of a patient in a clinical trial by Solid Biosciences, LLC, in each case subject to Dr. Quiroz's continued employment through the date such milestone is achieved. These units will vest 25% on each of the first four anniversaries of the date of grant, subject to Dr. Quiroz's continued employment on each applicable vesting date.

Under the offer letter, Dr. Quiroz received a signing bonus of $100,000, 50% of which he is required to repay if he resigns his employment other than for "good reason" (as defined in his offer letter) prior to the second anniversary of his employment commencement date. In addition, we agreed to assume certain obligations of Dr. Quiroz's prior employer with respect to Dr. Quiroz's graduate business school education, a leased apartment and a leased vehicle, up to a maximum of $250,000 in the aggregate. If Dr. Quiroz resigns his employment other than for good reason prior to the second anniversary of his employment commencement date, he will be required to repay 50% of the assumed obligations. We also agreed to reimburse Dr. Quiroz up to $120,000 in relocation expenses, plus an additional amount equal to the income taxes imposed on Dr. Quiroz in connection with such reimbursement.

In the event Dr. Quiroz's employment is terminated without "cause" (as defined in his offer letter) or Dr. Quiroz resigns for "good reason" (as defined in his offer letter), then, subject to his execution and non-revocation of a release of claims, he will receive continued payment of his base salary until the earlier of (i) six months following termination, and (ii) the date he obtains full-time employment. If his employment is terminated within 12 months following a change of control, Dr. Quiroz will receive an additional payment equal to 20% of his then current base salary. Dr. Quiroz is subject to certain restrictive covenants during the term of his employment and for the one-year period following termination, including employee and consultant non-solicitation and non-hire restrictions, customer non-solicitation and non-competition provisions.

Offer Letter with Mr. Amorrortu

On November 6, 2015, we entered into an offer letter with Mr. Amorrortu. Mr. Amorrortu's offer letter provided for an initial annual base salary of $300,000 and an annual incentive bonus of up to 20% of his base salary based upon achievement of individual and company-wide goals established by our board of managers in its sole discretion.

Mr. Amorrortu's offer letter provided for a grant of 122,192 Series B Common Units of Solid Biosciences LLC and 45,413 Series D Common Units of Solid Biosciences, LLC. The units subject to these awards vest 25% on the first anniversary of Mr. Amorrortu's start date and then in monthly installments over the 36-month period thereafter. In addition, Mr. Amorrortu's offer letter provides for a grant of 22,706 Series D Common Units of Solid Biosciences, LLC upon Solid Biosciences, LLC's filing of a valid IND application with the FDA, and an additional grant of 22,706 Series D Common Units of Solid Biosciences, LLC upon a qualified initial public offering (which includes this offering) or sale of the company. These additional awards will be subject to the same vesting schedule as provided above, commencing from the date of achievement of the applicable milestone. In the event that the company is acquired by a third party, certain of Mr. Amorrortu's outstanding unvested unit

awards will become fully vested and, in the event that Mr. Amorrortu's employment is also terminated by us without "cause" (as defined in his offer letter) or he resigns for "good reason" (as defined in his offer letter), all of Mr. Amorrortu's outstanding unvested unit awards will become fully vested.

In the event Mr. Amorrortu is terminated without cause or Mr. Amorrortu terminates his employment for good reason then, subject to his execution and non-revocation of a release of claims, he will receive continued payment of his base salary until the earlier of (i) three months following termination and (ii) the date he obtains full-time employment.

Mr. Amorrortu is subject to certain restrictive covenants during the term of his employment and for the one-year period following termination, including employee and consultant non-solicitation and non-hire restrictions, customer non-solicitation and non-competition provisions.

Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information regarding equity awards held by our Named Executive Officers as of December 31, 2016.

Name	Number of shares or units that have not vested (#)	Market value of shares or units that have not vested ($)(1)
Ilan Ganot	407,309(2)	1,727,100
Jorge A. Quiroz, M.D.	225,887(3)	789,680
Alvaro Amorrortu	89,093(4)	298,001
	33,110(5)	115,762

(1) Calculated based on an independent third-party valuation.
(2) Represents Series A Common Units of Solid Biosciences, LLC, all of which will vest on December 27, 2017.
(3) Represents Series D Common Units of Solid Biosciences, LLC granted on January 4, 2016. 25% of award vests on each of the first four anniversaries of grant date.
(4) Represents Series D Common Units of Solid Biosciences, LLC, with 2,551 units vesting monthly over 34 months commencing December 30, 2016, and the final 2,359 units vesting after the 35th month.
(5) Represents Series D Common Units of Solid Biosciences, LLC, with 949 units vesting monthly over 34 months commencing December 30, 2016, and the final 844 units vesting after the 35th month.

Equity Incentive Plans

Solid Biosciences, LLC Amended and Restated Equity Incentive Plan

We maintain the Solid Biosciences, LLC Amended and Restated Equity Incentive Plan, or the Existing Plan, under which we may grant Series D Common Units of the Company to our employees, consultants and other service providers. We will cease granting awards under the Existing Plan upon the implementation of the 2017 Plan, described below.

Our board of managers administers the Existing Plan. The board of managers is authorized to grant awards to eligible employees, consultants and other service providers. We intend to freeze the Existing Plan in connection with this offering. Following the date the Existing Plan is frozen, no further awards will be granted under the Existing Plan, but awards granted prior to the freeze date will continue in accordance with their terms and the terms of the Existing Plan.

The aggregate number of Series D Common Units that may be issued under the Existing Plan may not exceed 2,971,949. All of our current employees, consultants and other service providers are eligible to be granted

awards under the Existing Plan. Eligibility for awards under the Existing Plan is determined by the board of managers in its discretion.

The board of managers may terminate or amend the Existing Plan at any time, subject to such approvals of the holders of the Company's units as may be required pursuant to the terms of the LLC Agreement.

2017 Omnibus Incentive Plan

In anticipation of this offering, our board of managers is expected to adopt the Solid Biosciences Inc. 2017 Omnibus Incentive Plan, or 2017 Plan, contingent upon the consummation of this offering. Our unitholders are expected to approve the 2017 Plan contingent upon the consummation of this offering. We believe that a new omnibus incentive plan is appropriate in connection with an initial public offering of our common stock not only to continue to enable us to grant awards to management to reward and incentivize their performance and retention, but also to have a long-term equity plan that is appropriate for us as a public company.

The material terms of the 2017 Plan are summarized below. The following summary is qualified in its entirety by reference to the complete text of the 2017 Plan, a copy of which will be filed as an exhibit to the registration statement of which this prospectus forms a part.

Administration of the plan

Our board of managers intends to appoint the compensation committee of our board of directors as the committee under the 2017 Plan with the authority to administer the 2017 Plan. We refer to our board of directors or compensation committee, as applicable, as the Administrator. The Administrator is authorized to grant awards to eligible employees, consultants and non-employee directors.

Number of authorized shares and award limits

The aggregate number of our shares of common stock that may be issued or used for reference purposes under the 2017 Plan may not exceed shares (subject to adjustment as described below). Our shares of common stock that are subject to awards will be counted against the overall limit as one share for every share granted or covered by an award. If any award is cancelled, expires or terminates unexercised for any reason, the shares covered by such award will again be available for the grant of awards under the 2017 Plan, except that any shares that are not issued as the result of a net exercise or settlement or that are used to pay any exercise price or tax withholding obligation will not be available for the grant of awards. Shares of common stock that we repurchase on the open market with the proceeds of an option exercise price also will not be available for the grant of awards. Awards that may be settled solely in cash will not be deemed to use any shares.

The maximum number of our shares of common stock that may be subject to any award of stock options, any restricted stock or other stock-based award denominated in shares that may be granted under the 2017 Plan during any fiscal year to each employee or consultant is shares per type of award; provided that the maximum number of our shares of common stock for all types of awards during any fiscal year is shares per each employee or consultant and shares per each employee director. The maximum number of our shares of common stock that may be granted pursuant to awards under the 2017 Plan during any fiscal year to any non-employee director is shares. In addition, the maximum grant date value of any other stock-based awards denominated in cash and the maximum payment under any performance-based cash award granted under the 2017 Plan payable with respect to any fiscal year to an employee or consultant is $.

The foregoing individual participant limits are cumulative; that is, to the extent that shares of common stock that may be granted to an individual in a fiscal year are not granted, the number of shares of common stock that may be granted to such individual is increased in the subsequent fiscal years during the term of the 2017 Plan until used. In addition, the foregoing limits (other than the limit on the maximum number of our shares of

common stock for all types of awards during any fiscal year) will not apply (i) to options, restricted stock or other stock-based awards that constitute "restricted property" under Section 83 of the Code to the extent granted during the reliance period (as described below), or (ii) to performance-based cash awards or other types of other stock-based awards to the extent paid or otherwise settled during the reliance period.

For companies that become public in connection with an initial public offering, the deduction limit under Section 162(m) does not apply during a "reliance period" under the Treasury Regulations under Section 162(m) until the earliest of: (i) the expiration of the 2017 Plan, (ii) the date the 2017 Plan is materially amended for purposes of Treasury Regulation Section 1.162-27(h)(1)(iii); (iii) the date all shares of common stock available for issuance under the 2017 Plan have been allocated; or (iv) the date of the first annual meeting of our stockholders at which directors are to be elected that occurs after the close of the third calendar year following the calendar year in which the initial public offering occurs, such period is referred to herein as the reliance period.

The Administrator will, in accordance with the terms of the 2017 Plan, make appropriate adjustments to the above aggregate and individual limits (other than cash limitations), to the number and/or kind of shares or other property (including cash) underlying awards and to the purchase price of shares underlying awards, in each case, to reflect any change in our capital structure or business by reason of any stock split, reverse stock split, stock dividend, combination or reclassification of shares, any recapitalization, merger, consolidation, spin off, split off, reorganization or any partial or complete liquidation, any sale or transfer of all or part of our assets or business, or any other corporate transaction or event that would be considered an "equity restructuring" within the meaning of FASB ASC Topic 718. In addition, the Administrator may take similar action with respect to other extraordinary events.

Eligibility and participation

All of our current and prospective employees and consultants, as well as our non-employee directors, are eligible to be granted non-qualified stock options, restricted stock, performance-based cash awards and other stock-based awards under the 2017 Plan. Only our and our subsidiaries' employees are eligible to be granted incentive stock options, or ISOs, under the 2017 Plan. Eligibility for awards under the 2017 Plan is determined by the Administrator in its discretion. In addition, each member of our board of directors who is not an employee of the company or any of our affiliates is expected to be eligible to receive awards under the 2017 Plan.

Types of awards

Stock options. The 2017 Plan authorizes the Administrator to grant ISOs to eligible employees and non-qualified stock options to purchase shares to employees, consultants, prospective employees, prospective consultants and non-employee directors. The Administrator will determine the number of shares of common stock subject to each option, the term of each option, the exercise price (which may not be less than the fair market value of the shares of common stock at the time of grant, or 110 percent of fair market value in the case of ISOs granted to ten-percent stockholders), the vesting schedule and the other terms and conditions of each option. Options will be exercisable at such times and subject to such terms as are determined by the Administrator at the time of grant. The maximum term of options under the 2017 Plan is ten years (or five years in the case of ISOs granted to ten-percent stockholders). Upon the exercise of an option, the participant must make payment of the full exercise price, either in cash or by check, bank draft or money order; solely to the extent permitted by law and authorized by the Administrator, through the delivery of irrevocable instructions to a broker, reasonably acceptable to us, to promptly deliver to us an amount equal to the aggregate exercise price; or on such other terms and conditions as may be acceptable to the Administrator (including, without limitation, the relinquishment of options or by payment in full or in part in the form of shares of common stock).

Restricted stock. The 2017 Plan authorizes the Administrator to grant restricted stock. Recipients of restricted stock enter into an agreement with us subjecting the restricted stock to transfer and other restrictions

and providing the criteria or dates on which such awards vest and such restrictions lapse. The restrictions on restricted stock may lapse and the awards may vest over time, based on performance criteria or other factors (including, without limitation, performance goals that are intended to comply with the performance-based compensation exception under Section 162(m), as discussed below), as determined by the Administrator at the time of grant. Except as otherwise determined by the Administrator, a holder of restricted stock has all of the attendant rights of a stockholder including the right to receive dividends, if any, subject to and conditioned upon vesting and restrictions lapsing on the underlying restricted stock, the right to vote shares and, subject to and conditioned upon the vesting and restrictions lapsing for the underlying shares, the right to tender such shares. However, the Administrator may in its discretion provide at the time of grant that the right to receive dividends on restricted stock will not be subject to the vesting or lapsing of the restrictions on the restricted stock.

Other stock-based awards. The 2017 Plan authorizes the Administrator to grant awards of shares of common stock and other awards that are valued in whole or in part by reference to, or are payable in or otherwise based on, shares of common stock, including, but not limited to, shares of common stock awarded purely as a bonus and not subject to any restrictions or conditions; shares of common stock in payment of the amounts due under an incentive or performance plan sponsored or maintained by us or an affiliate; stock appreciation rights; stock equivalent units; restricted stock units; performance awards entitling participants to receive a number of shares of common stock (or cash in an equivalent value) or a fixed dollar amount, payable in cash, stock or a combination of both, with respect to a designated performance period; or awards valued by reference to book value of our shares of common stock. In general, other stock-based awards that are denominated in shares of common stock will include the right to receive dividends, if any, subject to and conditioned upon vesting and restrictions lapsing on the underlying award, but the Administrator may in its discretion provide at the time of grant that the right to receive dividends on a stock-denominated award will not be subject to the vesting or lapsing of the restrictions on the performance award.

Performance-based cash awards

The 2017 Plan authorizes the Administrator to grant cash awards that are payable or otherwise based on the attainment of pre-established performance goals during a performance period. As noted above, following the Reliance Period, performance-based cash awards granted under the 2017 Plan that are intended to satisfy the performance-based compensation exception under Section 162(m) will vest based on attainment of specified performance goals established by the Administrator. These performance goals will be based on the attainment of a certain target level of, or a specified increase in (or decrease where noted), criteria selected by the Administrator.

Such performance goals may be based upon the attainment of specified levels of company, affiliate, subsidiary, division, other operational unit, business segment or administrative department performance relative to the performance of other companies. The Administrator may designate additional business criteria on which the performance goals may be based or adjust, modify or amend those criteria, to the extent permitted by Section 162(m). Unless the Administrator determines otherwise, to the extent permitted by Section 162(m), the Administrator will disregard and exclude the impact of special, unusual or non-recurring items, events, occurrences or circumstances; discontinued operations or the disposal of a business; the operations of any business that we acquire during the fiscal year or other applicable performance period; or a change in accounting standards required by generally accepted accounting principles or changes in applicable law or regulations.

Effect of certain transactions; Change in control

In the event of a change in control, as defined in the 2017 Plan, except as otherwise provided by the Administrator, unvested awards will not vest. Instead, the Administrator may, in its sole discretion provide that outstanding awards will be: assumed and continued; purchased based on the price per share paid in the change in control transaction (less, in the case of options and stock appreciation rights, or SARs, the exercise price), as adjusted by the Administrator for any contingent purchase price, escrow obligations, indemnification obligations

or other adjustments to the purchase price; and/or in the case of stock options or other stock-based appreciation awards where the change in control price is less than the applicable exercise price, cancelled. However, the Administrator may in its sole discretion provide for the acceleration of vesting and lapse of restrictions of an award at any time including in connection with a change in control.

Non-transferability of awards

Except as the Administrator may permit, at the time of grant or thereafter, awards granted under the 2017 Plan are generally not transferable by a participant other than by will or the laws of descent and distribution. Shares of common stock acquired by a permissible transferee will continue to be subject to the terms of the 2017 Plan and the applicable award agreement.

Term

Awards under the 2017 Plan may not be made after , 2027, but awards granted prior to such date may extend beyond that date. We may seek stockholder reapproval of the performance goals in the 2017 Plan. If such stockholder approval is obtained, on or after the first stockholders' meeting in the fifth year following the year of the last stockholder approval of the performance goals in the 2017 Plan, awards under the 2017 Plan may be based on such performance goals in order to qualify for the "performance-based compensation" exception under Section 162(m).

Amendment and termination

Subject to the rules referred to in the balance of this paragraph, our board of directors or the Administrator (to the extent permitted by law) may at any time amend, in whole or in part, any or all of the provisions of the 2017 Plan, or suspend or terminate it entirely, retroactively or otherwise. Except as required to comply with applicable law, no such amendment, suspension or termination may reduce the rights of a participant with respect to awards previously granted without the consent of such participant. In addition, without the approval of stockholders, no amendment may be made that would: increase the aggregate number of shares of common stock that may be issued under the 2017 Plan; increase the maximum individual participant share limitations for a fiscal year or year of a performance period; change the classification of individuals eligible to receive awards under the 2017 Plan; extend the maximum term of any option; reduce the exercise price of any option or SAR or cancel any outstanding "in-the-money" option or SAR in exchange for cash; substitute any option or SAR in exchange for an option or SAR (or similar other award) with a lower exercise price; alter the performance goals; or require stockholder approval in order for the 2017 Plan to continue to comply with Section 162(m) or Section 422 of the Code.

Registration of shares

Following consummation of this offering, we intend to file a registration statement on Form S-8 under the Securities Act of 1933, as amended, or the Securities Act, to register the full number of shares of common stock that will be available for issuance under the 2017 Plan, as described in the section titled "—2017 Plan—Number of Authorized Shares and Award Limits" above.

Federal income tax implications of the incentive plans

The federal income tax consequences arising with respect to awards granted under the Existing Plan and 2017 Plan will depend on the type of award. From the recipients' standpoint, as a general rule, ordinary income will be recognized at the time of payment of cash, or delivery of actual shares. Future appreciation on shares held beyond the ordinary income recognition event will be taxable at capital gains rates when the shares are sold. We, as a general rule, will be entitled to a tax deduction that corresponds in time and amount to the ordinary income recognized by the recipient, and we will not be entitled to any tax deduction in respect of capital gain income

recognized by the recipient. Exceptions to these general rules may arise under the following circumstances: (i) if shares, when delivered, are subject to a substantial risk of forfeiture by reason of failure to satisfy any employment or performance-related condition, ordinary income taxation and our tax deduction will be delayed until the risk of forfeiture lapses (unless the recipient makes a special election to ignore the risk of forfeiture); (ii) if an employee is granted an ISO, no ordinary income will be recognized, and we will not be entitled to any tax deduction, if shares acquired upon exercise of the ISO are held longer than the later of one year from the date of exercise and two years from the date of grant; (iii) for awards granted after the reliance period, we may not be entitled to a tax deduction for compensation attributable to awards granted to one of our Named Executive Officers (other than our Chief Financial Officer), if and to the extent such compensation does not qualify as "performance-based" compensation under Section 162(m), and such compensation, along with any other non-performance-based compensation paid in the same calendar year, exceeds $1 million; and (iv) an award may be taxable at 20% above ordinary income tax rates at the time it becomes vested, even if that is prior to the delivery of the cash or stock in settlement of the award, if the award constitutes "deferred compensation" under Section 409A of the Code, and the requirements of Section 409A of the Code are not satisfied. The foregoing provides only a general description of the application of federal income tax laws to certain awards under the Incentive Plans, and is not intended as tax guidance to participants in the Incentive Plans, as the tax consequences may vary with the types of awards made, the identity of the recipients and the method of payment or settlement. This summary does not address the effects of other federal taxes (including possible "golden parachute" excise taxes) or taxes imposed under state, local, or foreign tax laws.

Non-employee director compensation

We do not currently have a formal policy with respect to compensation payable to our non-employee managers for service as managers. During 2016, except for the Chairman of our Board, our non-employee managers did not receive any cash compensation for their services as managers or as board committee members. In 2016, Dr. Zarur received aggregate cash compensation of $250,000 for his services as Chairman. None of our non-employee managers received any equity award grants in 2016.

The table below shows the compensation paid to our non-employee managers during 2016.

Name	Fees Earned or Paid in Cash ($)	Equity Awards ($) (1)	All Other Compensation ($)	Total ($)
Andrey Zarur, Ph.D.	250,000(2)	—	—	250,000(2)
Robert Huffines	—	—	—	—
Lynne Sullivan	—	—	—	—
Matthew Arnold	—	—	—	—
Adam Stone	—	—	—	—
Rajeev Shah	—	—	—	—

(1) As of December 31, 2016, none of our non-employee managers held any equity awards or unvested units.
(2) Represents advisory fees paid to Dr. Zarur in exchange for services as Chairman of our board of managers.

Following the consummation of this offering, we intend to implement a director compensation program pursuant to which our non-employee directors will receive the following compensation for their service on our board of directors:

- An annual retainer of $;
- An additional annual retainer of $ for serving as chair of the Audit Committee;
- An additional annual retainer of $ for serving as chair of the Compensation Committee;

- An additional annual retainer of $ for serving as chair of the Nominating and Corporate Governance Committee; and
- An annual grant of restricted stock made under the 2017 Plan having a fair market value of $, all of which shall vest on the earlier to occur of the one-year anniversary of the grant date and immediately prior to the first annual meeting of our stockholders occurring after the grant date.

CERTAIN RELATIONSHIPS AND RELATED-PERSON TRANSACTIONS

In addition to the executive officer and director compensation arrangements discussed above under "Compensation of our executive officers and directors," below we describe transactions since January 1, 2014 to which we have been or will be a participant, in which the amount involved in the transaction exceeds or will exceed $120,000 and in which any of our directors, executive officers or beneficial holders of more than 5% of any class of our capital stock, or 5% Security Holders, or any immediate family member of, or person sharing the household with, any of these individuals, had or will have a direct or indirect material interest.

Equity financings

Solid Biosciences, LLC

On March 29, 2017, we entered into a unit purchase agreement, or the Senior Preferred Unit Purchase Agreement, which provided for the sale of 2,500,000 of our Series 1 Senior Preferred Units to certain investors at a price of $10.00 per unit for an aggregate purchase price of $25.0 million. 625,000 of such units were sold to affiliates of RA Capital Management, LLC, or RA Capital. Mr. Shah, a member of our board of managers, is a Portfolio Manager and Managing Director at RA Capital. 249,999 of Series 1 Senior Preferred Units were sold to affiliates of Perceptive Advisors. Mr. Stone, a member of our board of managers, is the Chief Investment Officer of Perceptive Advisors, and Perceptive Advisors is a 5% Security Holder. 166,667 of such units were sold to an affiliate of Biogen, Inc., or Biogen. Ms. Sullivan, a member of our board of managers, is the Senior Vice President of Finance of Biogen, and Biogen is a 5% Security Holder.

The Senior Preferred Unit Purchase Agreement additionally provides that the holders of the Series 1 Senior Preferred Units are required to purchase 1,973,430 Series 2 Senior Preferred Units at a purchase price of $12.668 per unit, in the event we achieve certain preclinical milestones. In addition, at their option, the holders have the ability to purchase the Series 2 Senior Preferred Units at their option at any time prior to September 1, 2017. As of the date of this prospectus, no purchase of Series 2 Senior Preferred Units has been made.

Solid GT, LLC

On November 2, 2015, Solid GT entered into a unit purchase agreement which provided for the sale of 134,920 of its Class D Voting Units to certain investors at a price of $315.00 per unit for an aggregate purchase price of approximately $42.5 million. 47,619 of such units were sold to Biogen, 47,619 of such units were sold to affiliates of Perceptive Advisors, and 6,349 of such units were sold to Matthew Arnold, a member of our board of managers. On March 29, 2017, pursuant to a merger agreement between the Company and Solid GT, or the Merger Agreement, the operations of Solid GT were merged into the Company and all outstanding units of Solid GT, including those held by related persons, were converted into units of Solid Biosciences, LLC. See "—Merger and recapitalization."

Merger and recapitalization

We historically owned 100% of the voting units of our wholly owned subsidiary, Solid GT. Solid GT was organized in Delaware in August 2014. In November 2015, Solid GT issued voting units to new investors (as discussed above under "— Equity Financings—Solid GT, LLC"), which decreased our voting ownership in Solid GT to 77%. On March 29, 2017, pursuant to the Merger Agreement, we merged the operations of Solid GT into the company and Solid GT ceased to exist as a separate legal entity. In connection with the Merger, units of the company and units of Solid GT were converted into new series of units of the company. Units of the company and Solid GT that were held by our executive officers, directors and 5% Security Holders were converted on the same basis as all other holders of such units as forth in the Merger Agreement and the LLC Agreement.

Limited liability company agreement of Solid Biosciences, LLC

We are party to the LLC Agreement with our current members. The LLC Agreement will terminate upon the Corporate Conversion. See "Management—Composition of the board of directors."

Amended and restated registration rights agreement

We are party to an Amended and Restated Registration Rights Agreement, or the Registration Rights Agreement, dated March 29, 2017, with certain holders of our units, which includes our 5% Security Holders and entities affiliated with certain of our directors. The Registration Rights Agreement provides these holders with the right to request, following this offering, that their shares of common stock be registered for resale in certain circumstances. See "Description of capital stock—Registration rights."

Corporate conversion

We currently operate as a Delaware limited liability company under the name Solid Biosciences, LLC. Prior to the effectiveness of the registration statement of which this prospectus forms a part, Solid Biosciences, LLC will convert into a Delaware corporation pursuant to a statutory conversion and change its name to Solid Biosciences Inc. In addition, entities affiliated with certain of our unitholders will be merged with and into us. As required by the LLC Agreement, the Corporate Conversion will be approved by the requisite number of outstanding units of Solid Biosciences, LLC.

In connection with the Corporate Conversion, Solid Biosciences, LLC unitholders will receive shares of common stock (including shares of restricted stock) for all units held immediately prior to the Corporate Conversion. The existing units held by our executive officers, directors and 5% Security Holders will be converted on the same basis as all other holders of such units.

Equity grants to executive officers and directors

Solid Biosciences, LLC

On May 7, 2014, we granted 114,667 Series A Common Units to Dr. Schneider. On September 1, 2015, we granted 114,000 Series A Common Units to Dr. Morris. On January 29, 2016, we granted 171,000 Series A Common Units to Mr. Amorrortu. On March 29, 2017, we granted 50,000 Series D Common Units to Dr. Morris. On May 31, 2017, we granted 150,000 Series D Common Units to Ms. Ziolkowski. No payment was made to Solid in connection with the above grants.

Solid GT, LLC

On December 15, 2015, Solid GT granted 1,388 Class C Non-Voting Units to Mr. Amorrortu, 6,904 Class C Non-Voting Units to Dr. Quiroz, and 2,778 Class C Non-Voting Units to Dr. Schneider. No payment was made to Solid GT in connection with the above grants. On March 29, 2017, all Class C Non-Voting Units were converted to units of Solid Biosciences, LLC in connection with the Merger and Recapitalization described above.

Other arrangements

Since November 2016, we have employed Annie Ganot, the wife of Ilan Ganot, as Director, Patient Advocacy. Mr. Ganot is our CEO and a member of our board of directors. Ms. Ganot receives an annual salary of less than $200,000 and received a signing bonus in connection with the start of her employment.

Indemnification agreements

We will enter into agreements to indemnify our directors and executive officers. These agreements will, among other things, require us to indemnify these individuals for certain expenses (including attorneys' fees), judgments, fines and settlement amounts reasonably incurred by such persons in any action or proceeding, including any action by or in our right, on account of any services undertaken by any such person on behalf of our company or that person's status as a member of our board of directors to the maximum extent allowed under Delaware law.

Policy for approval of related-person transactions

Prior to this offering, we have not had a formal policy regarding approval of transactions with related persons. In connection with this offering, our board of managers will adopt a related-person transaction policy that sets forth our procedures for the identification, review, consideration and approval or ratification for the review of any transaction, arrangement or relationship in which we are a participant, the amount involved exceeds $120,000 and one of our executive officers, directors, director nominees or 5% stockholders (or their immediate family members), each of whom we refer to as a "related person," has a direct or indirect material interest.

If a related person proposes to enter into such a transaction, arrangement or relationship, which we refer to as a "related-person transaction," the related person must report the proposed related-person transaction to our general counsel. The policy calls for the proposed related-person transaction to be reviewed by and if deemed appropriate approved by, the audit committee of our board of directors. Whenever practicable, the reporting, review and approval will occur prior to entry into the transaction. If advance review and approval is not practicable, the audit committee will review and, in its discretion, may ratify the related-person transaction. The policy also permits the chair of the audit committee to review, and if deemed appropriate approve, proposed related-person transactions that arise between audit committee meetings, subject to ratification by the audit committee at its next meeting. Any related-person transactions that are ongoing in nature will be reviewed annually.

A related-person transaction reviewed under the policy will be considered approved or ratified if it is authorized by the audit committee after full disclosure of the related person's interest in the transaction. As appropriate for the circumstances, the committee will review and consider:

- the related person's interest in the related-person transaction;
- the approximate dollar amount involved in the related-person transaction;
- the approximate dollar amount of the related person's interest in the transaction without regard to the amount of any profit or loss;
- whether the transaction was undertaken in the ordinary course of our business;
- whether the terms of the transaction are no less favorable to us than terms that could have been reached with an unrelated third party;
- the purpose of, and the potential benefits to us of, the related-person transaction; and
- any other information regarding the related-person transaction or the related person in the context of the proposed transaction that would be material to investors in light of the circumstances of the particular transaction.

The audit committee may approve or ratify the transaction only if the audit committee determines that, under all of the circumstances, the transaction is not inconsistent with our best interests. The audit committee may impose any conditions on the related-person transaction that it deems appropriate.

The policy provides that transactions involving compensation of executive officers shall be reviewed and approved by the compensation committee of our board of directors in the manner specified in its charter.

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of our common stock as of June 30, 2017 by (i) each person whom we know to beneficially own more than 5% of our outstanding common stock (a "5% stockholder"), (ii) each director, (iii) each executive officer and (iv) all directors and executive officers as a group. Unless otherwise indicated, the address of each executive officer and director is c/o Solid Biosciences, 161 First Street, Third Floor, Cambridge, MA 02412.

The number of shares of common stock "beneficially owned" by each stockholder is determined under rules issued by the SEC regarding the beneficial ownership of securities. This information is not necessarily indicative of beneficial ownership for any other purpose. Under these rules, beneficial ownership of shares of our common stock includes (1) any shares as to which the person or entity has sole or shared voting power or investment power and (2) any shares as to which the person or entity has the right to acquire beneficial ownership within 60 days after June 30, 2017. Each holder's percentage ownership before this offering is based on shares of common stock outstanding as of June 30, 2017, after giving effect to the Corporate Conversion. Each holder's percentage ownership after this offering is based on shares of common stock to be outstanding immediately after the consummation of this offering. The percentages assume no exercise by the underwriters of their option to purchase additional shares.

Unless otherwise indicated below, and subject to community property laws where applicable, to our knowledge, all persons named in the table have sole voting and investment power with respect to their shares of common stock.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Owned Before Offering	Percentage of Shares Beneficially Owned After Offering
5% Stockholders:			
JPMC Strategic Investments II Corporation (1)		%	%
Perceptive Life Sciences Master Fund LTD (2)		%	%
Biogen New Ventures Inc. (3)		%	%
Executive Officers and Directors:			
Ilan Ganot (4)		%	%
Gilad Hayeem (5)		%	%
Alvaro Amorrortu		%	%
Carl Morris, Ph.D.		%	%
Joel Schneider, Ph.D.		%	%
Jorge A. Quiroz, M.D.		%	%
Jennifer Ziolkowski		%	%
Andrey Zarur, Ph.D.		%	%
Matthew Arnold		%	%
Robert Huffines		%	%
Rajeev Shah (6)		%	%
Adam Stone (7)		%	%
Lynne Sullivan		%	%
All directors and executive officers as a group (13 persons)		**%**	**%**

(1) Consists of shares held by JPMC Strategic Investments II Corporation, or JPMC Strategic Investments. The address of JPMC Strategic Investments is 270 Park Avenue, New York, NY 10017.

(2) Consists of shares held by Perceptive Life Sciences Master Fund LTD, or Perceptive. Perceptive Advisors LLC is the advisor of Perceptive, and Joseph Edelman is the managing member of Perceptive Advisors LLC. Perceptive Advisors LLC and Mr. Edelman may be deemed to beneficially own the shares held by Perceptive. The address of Perceptive is 51 Astor Place, 10th Floor, New York, NY 10003.

(3) Consists of shares held by Biogen New Ventures Inc., or Biogen New Ventures. Biogen New Ventures is a wholly owned subsidiary of Biogen MA Inc., which is a wholly owned subsidiary of Biogen Inc. The address of Biogen New Ventures is 250 Binney Street, Cambridge, MA 02142.

(4) Consists of (a) shares held by Mr. Ganot as an individual, (b) shares held by Mr. Ganot and Ms. Ganot as joint tenants with right of survivorship and (c) shares held by Mr. Adam Ganot and Ms. Ganot, as trustees for the Ilan Ganot 2017 Irrevocable Trust.

(5) Consists of (a) shares held by Mr. Hayeem as an individual and (b) shares held by the Gilad Hayeem Grantor Retained Annuity Trust.

(6) Consists of (a) shares held by RA Capital Healthcare Fund, L.P., or RA Capital, and (b) shares held by Blackwell Partners LLC—Series A, or Blackwell. RA Capital Management, LLC, or RA Capital Management, is the general partner of RA Capital and the investment advisor to Blackwell. Investment decisions with respect to the shares held by RA Capital and Blackwell are made by a portfolio management team at RA Capital Management of which Rajeev Shah, a member of our board of directors, is a member. Mr. Shah disclaims beneficial ownership of all shares held by RA Capital and Blackwell, except to the extent of his pecuniary interest therein. The address for each of RA Capital, Blackwell and RA Capital Management is 20 Park Plaza, Suite 1200, Boston, MA 02116.

(7) Consists of shares held by Perceptive. Mr. Stone is Chief Investment Officer of Perceptive Advisors LLC and may be deemed to beneficially own the shares held by Perceptive. Mr. Stone disclaims any beneficial ownership of such shares in which he does not have a pecuniary interest. The address of Mr. Stone is 51 Astor Place, 10th Floor, New York, NY 10003.

DESCRIPTION OF CAPITAL STOCK

The following description is intended as a summary of our certificate of incorporation (which we refer to as our "charter") and our bylaws, each of which will become effective prior to the effectiveness of the registration statement of which this prospectus forms a part and which will be filed as exhibits to the registration statement of which this prospectus forms a part, and to the applicable provisions of the Delaware General Corporation Law. The description of our common stock and preferred stock reflects the completion of the Corporate Conversion. Because the following is only a summary, it does not contain all of the information that may be important to you. For a complete description, you should refer to our charter and bylaws.

General

Our charter authorizes shares of common stock, $0.001 par value per share, and shares of preferred stock, $0.001 per value per share.

As of June 30, 2017, after giving effect to the Corporate Conversion, there were shares of our common stock outstanding (including shares of restricted common stock) and approximately stockholders of record. No shares of our preferred stock are designated, issued or outstanding.

Common stock

Voting rights

Each holder of our common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Our stockholders do not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors.

Dividends

Subject to preferences that may be applicable to any then-outstanding preferred stock, holders of our common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

We have not declared or paid any cash dividends on our capital stock since our inception. We intend to retain future earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future.

Liquidation

In the event of our liquidation, dissolution or winding up, holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then-outstanding shares of preferred stock.

Rights and preferences

Holders of our common stock have no preemptive, conversion, subscription or other rights, and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of the holders of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

Fully paid and nonassessable

All of our outstanding shares of common stock are, and the shares of common stock to be issued in this offering will be, fully paid and nonassessable.

Preferred stock

Our board of directors will have the authority, without further action by our stockholders, to issue up to shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences and sinking fund terms, any or all of which may be greater than the rights of common stock. The issuance of our preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon our liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control of our company or other corporate action. Immediately after consummation of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

Registration rights

We are party to the Registration Rights Agreement, dated March 29, 2017, with certain of our stockholders, or the Investors. The Registration Rights Agreement provides for demand and piggyback registration rights for the Investors. All expenses of registration (other than underwriting discounts and commissions) under the Registration Rights Agreement will be borne by us.

Demand registration rights

Beginning six months after the date of this prospectus, the Investors are entitled to demand registration rights. Under the terms of the Registration Rights Agreement, we will be required, upon the written request of Investors holding at least 20% of the securities eligible for registration then outstanding, to file a registration statement and use our best efforts to effect as soon as practicable the registration of such shares. We are required to effect only two demand registrations pursuant to the Registration Rights Agreement. However, if we become eligible to register the sale of securities on Form S-3 under the Securities Act, the Investors have the right to demand unlimited registrations under the Registration Rights Agreement (but not to exceed two registrations on Form S-3 in any calendar year) provided that the securities for sale on Form S-3 have an aggregate price to the public of $2.0 million.

Piggyback registration rights

If we register any of our equity securities either for our own account or for the account of other security holders, the Investors are entitled to piggyback registration rights and may include their shares in the registration. The underwriters may advise us to limit the number of shares included in any underwritten offering to the number of shares which we and the underwriters determine in our sole discretion will not jeopardize the success of the offering. If this occurs, the aggregate number of securities held by the Investors that may be included in the underwriting shall be allocated among all requesting Investors in proportion to the amount of securities sought to be sold by each Investor.

Fees; Indemnification

Under the Registration Rights Agreement, we will be responsible, subject to certain exceptions, for the expenses of any registration of securities pursuant to the agreement, other than underwriting discounts and commissions.

The Registration Rights Agreement contains customary cross-indemnification provisions, under which we are obligated to indemnify the Investors in the event of material misstatements or omissions in the registration statement or any violation of the Securities Act, Exchange Act, state securities law or any rule or regulation promulgated thereunder attributable to us, and they are obligated to indemnify us, severally and not jointly, for material misstatements, omissions or any violation of the Securities Act, Exchange Act, state securities law or any rule or regulation promulgated thereunder attributable to them.

Termination of registration rights

The demand registration rights and the piggyback registration rights granted under the Registration Rights Agreement will terminate, with respect to each Investor, as of the date when all registrable securities held by and issued to such Investor may be sold under Rule 144 under the Securities Act, provided such Investor owns less than one percent of the outstanding common stock of the Company.

Anti-takeover effects of provisions of our charter, our bylaws and Delaware law

Some provisions of Delaware law, our charter and our bylaws, contain provisions that could have the effect of delaying, deterring or preventing another party from acquiring or seeking to acquire control of us through the use of the following: acquisition of us by means of a tender offer; acquisition of us by means of a proxy contest or otherwise; or removal of our incumbent officers and directors. These provisions may delay, deter or prevent a change in control or other takeover of our company that our stockholders might consider to be in their best interests, including transactions that might result in a premium being paid over the market price of our common stock and also may limit the price that investors are willing to pay in the future for our common stock. These provisions may also have the effect of preventing changes in our management.

These provisions are intended to discourage certain types of coercive takeover practices and inadequate takeover bids and to encourage anyone seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Charter and bylaws provisions

Our charter and our bylaws, include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our company, including the following:

- *Board of Directors Vacancies:* Our charter and bylaws authorize only our board of directors to fill vacant directorships, including newly created seats. In addition, the number of directors constituting our board of directors may only be set by a resolution adopted by a majority vote of our entire board of directors. These provisions would prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors but promotes continuity of management.
- *Classified Board:* Our charter and bylaws provide that our board of directors will be classified into three classes of directors, each with staggered three-year terms. A third party may be discouraged from making a tender offer or otherwise attempting to obtain control of us as it is more difficult and time consuming for stockholders to replace a majority of the directors on a classified board of directors. See “Management —Composition of the board of directors.”
- *Stockholder Action; Special Meetings of Stockholders:* Our charter provides that our stockholders may not take action by written consent, but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend our bylaws or remove directors without holding a meeting of our stockholders called in accordance with our bylaws. Further, our bylaws and charter will provide that special meetings of our stockholders may be called only by a majority of our board of directors, the Chairman of our board of directors or our Chief Executive Officer, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

- *Advance Notice Requirements for Stockholder Proposals and Director Nominations:* Our bylaws provide advance notice procedures for stockholders seeking to bring matters before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions might also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.
- *Supermajority Voting:* The Delaware General Corporation Law, or the DGCL, provides, generally, that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless a corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage. Our bylaws may be amended or repealed by a majority vote of our board of directors or the affirmative vote of the holders of at least two-thirds of the votes that all our stockholders would be entitled to cast in an annual election of directors. In addition, the affirmative vote of the holders of at least two-thirds of the votes that all our stockholders would be entitled to cast in an election of directors is required to amend or repeal or to adopt certain provisions of our charter.
- *No Cumulative Voting:* The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our charter does not provide for cumulative voting.
- *Removal of Directors Only for Cause:* Our charter provides that stockholders may remove directors only for cause and only by the affirmative vote of the holders of at least two-thirds of our outstanding common stock.
- *Exclusive Forum:* Our charter provides that the Court of Chancery of the State of Delaware will be the exclusive forum for: any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the DGCL, our charter or our bylaws; any action to interpret, apply, enforce or determine the validity of our charter or our bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable.

Delaware law

We are subject to the provisions of Section 203 of the DGCL, regulating corporate takeovers. In general, DGCL Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years following the date on which the person became an interested stockholder unless:

- prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, (i) shares owned by persons who are directors and also officers and (ii) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- at or subsequent to the date of the transaction, the business combination is approved by the board of directors of the corporation and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale, or other transaction or series of transactions together resulting in a financial benefit to the interested stockholder. An interested stockholder is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of a corporation's outstanding voting stock. We expect the existence of this provision to have an anti-takeover effect with respect to transactions our board of directors does not approve in advance. We also anticipate that DGCL Section 203 may also discourage attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

Limitations on liability, indemnification of officers and directors and insurance

Our charter and bylaws contain provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by Delaware law.

Listing

We intend to apply to list our common stock on the , under the symbol " ."

Transfer agent and registrar

The transfer agent and registrar for the shares of our common stock will be . The transfer agent and registrar's address is .

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock and a liquid trading market for our common stock may not develop or be sustained after this offering. Future sales of our common stock in the public market after this offering, or the perception that those sales may occur, could cause the prevailing market price for our common stock to fall or impair our ability to raise equity capital in the future. As described below, only a limited number of shares of our common stock will be available for sale in the public market for a period of several months after consummation of this offering due to contractual and legal restrictions on resale described below. Future sales of our common stock in the public market either before (to the extent permitted) or after restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price of our common stock at such time and our ability to raise equity capital at a time and price we deem appropriate. Although we intend to apply to have our common stock approved for listing on the under the symbol " ," we cannot assure you that there will be an active public market for our common stock.

Sale of restricted shares

Based on the number of shares of our common stock outstanding as of June 30, 2017, after giving effect to the Corporate Conversion, upon the closing of this offering and assuming no exercise of the underwriters' option to purchase additional shares of common stock, we will have outstanding an aggregate of approximately shares of common stock. Of these shares, all of the shares of common stock to be sold in this offering, and any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable in the public market without restriction or further registration under the Securities Act, unless the shares are held by any of our "affiliates" as such term is defined in Rule 144 of the Securities Act. All remaining shares of common stock held by existing stockholders immediately prior to the consummation of this offering will be "restricted securities" as such term is defined in Rule 144. These restricted securities were issued and sold by us in private transactions and are eligible for public sale only if registered under the Securities Act or if they qualify for an exemption from registration under the Securities Act, including the exemptions provided by Rule 144 or Rule 701, which rules are summarized below. As a result of the contractual 180-day lock-up period described below and the provisions of Rule 144 and 701 of the Securities Act, the restricted securities will be available for sale in the public markets as follows:

Date Available for Sale	Shares Eligible for Sale	Description
Date of Prospectus		Shares sold in the offering and shares saleable under Rule 144 that are not subject to a lock-up
90 Days after Date of Prospectus		Shares saleable under Rules 144 and 701 that are not subject to a lock-up
180 Days after Date of Prospectus		Lock-up released; shares saleable under Rules 144 and 701

Rule 144

In general, under Rule 144, as currently in effect, once we have been subject to the public company reporting requirements of the Exchange Act, for at least 90 days, a person (or persons whose shares are required to be aggregated) who is not deemed to have been one of our "affiliates" for purposes of Rule 144 at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months, including the holding period of any prior owner other than one of our "affiliates," is entitled to sell those shares in the public market (subject to the lock-up agreement referred to below, if applicable) without complying with the manner of sale, volume limitations or notice provisions of Rule 144, but subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior

owner other than "affiliates," then such person is entitled to sell such shares in the public market without complying with any of the requirements of Rule 144 (subject to the lock-up agreement referred to below, if applicable). In general, under Rule 144, as currently in effect, once we have been subject to the public company reporting requirements of the Exchange Act for at least 90 days, our "affiliates," as defined in Rule 144, who have beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than one of our "affiliates," are entitled to sell in the public market, upon expiration of any applicable lock-up agreements and within any three-month period, a number of those shares of our common stock that does not exceed the greater of:

- 1% of the number of common shares then outstanding, which will equal approximately shares of common stock immediately after this offering (calculated assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options or warrants); or
- the average weekly trading volume of our common stock on the during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Such sales under Rule 144 by our "affiliates" or persons selling shares on behalf of our "affiliates" are also subject to certain manner of sale provisions, notice requirements and to the availability of current public information about us. Notwithstanding the availability of Rule 144, the holders of substantially all of our restricted securities have entered into lock-up agreements as referenced above and their restricted securities will become eligible for sale (subject to the above limitations under Rule 144) upon the expiration of the restrictions set forth in those agreements.

Rule 701

In general, under Rule 701 as currently in effect, any of our employees, directors, officers, consultants or advisors who acquired common stock from us in connection with a written compensatory stock or option plan or other written agreement in compliance with Rule 701 under the Securities Act before the effective date of the registration statement of which this prospectus is a part (to the extent such common stock is not subject to a lock-up agreement) is entitled to rely on Rule 701 to resell such shares beginning 90 days after we become subject to the public company reporting requirements of the Exchange Act in reliance on Rule 144, but without compliance with the holding period requirements contained in Rule 144. Accordingly, subject to any applicable lock-up agreements, beginning 90 days after we become subject to the public company reporting requirements of the Exchange Act, under Rule 701 persons who are not our "affiliates," as defined in Rule 144, may resell those shares without complying with the minimum holding period or public information requirements of Rule 144, and persons who are our "affiliates" may resell those shares without compliance with Rule 144's minimum holding period requirements.

Equity incentive plans

Our board of directors and stockholders previously adopted the Existing Plan. In connection with this offering, our board of directors and stockholders intend to adopt the 2017 Plan. For a description of our Existing Plan and 2017 Plan and the number of shares reserved for issuance, number of shares issued, number of shares underlying outstanding stock options and number of shares remaining available for future issuance under the Existing Plan, see "Compensation of our executive officers and directors—Equity incentive plans."

In connection with this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register the total number of shares of our common stock that may be issued under our Existing Plan and our 2017 Plan. That registration statement will become effective upon filing, and shares of our common stock covered by such registration statement are eligible for sale in the public market immediately after the effective date of such registration statement, subject to Rule 144 volume limitations applicable to affiliates, vesting restrictions and the lock-up agreements described below.

Registration rights

Beginning six months after the date of this prospectus, the holders of approximately shares of our common stock will, after the expiration of the lock-up period, be entitled to certain rights with respect to the registration of the offer and sale of those shares under the Securities Act. For a description of these registration rights, please see the section titled "Description of capital stock—Registration rights." If the offer and sale of these shares are registered, they will be freely tradable without restriction under the Securities Act.

Lock-up agreements

In connection with this offering, we, our officers and directors, and certain of our existing security holders have agreed that, for a period of 180 days from the date of this prospectus, we and they will not, without the prior written consent of J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC, dispose of or hedge any shares or any securities convertible into or exchangeable for our common stock, subject to certain exceptions. J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC in their sole discretion may release any of the securities subject to these lock-up agreements at any time. If the restrictions under the lock-up agreements are waived, shares of our common stock may become available for resale into the market, subject to applicable law, which could reduce the market price for our common stock. See "Underwriting."

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following discussion is a summary of the material U.S. federal income tax consequences to non-U.S. holders (as defined below) of the purchase, ownership and disposition of our common stock issued pursuant to this offering. This discussion does not purport to be a complete analysis of all potential tax effects to non-U.S. holders of our common stock. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not included in this discussion, and non-U.S. holders should consult their own tax advisors as to these matters. This discussion is based on the Code, Treasury Regulations promulgated thereunder, judicial decisions and published rulings and administrative pronouncements of the Internal Revenue Service, or the IRS, in effect as of the date of this prospectus. These authorities may change or be subject to differing interpretations. Any such change may be applied retroactively in a manner that could adversely affect a non-U.S. holder of our common stock. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance that the IRS or a court will not take a contrary position regarding the tax consequences of the purchase, ownership and disposition of our common stock.

This discussion is limited to non-U.S. holders that hold our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a non-U.S. holder's particular circumstances, including the impact of the unearned income Medicare contribution tax and the alternative minimum tax rules. In addition, it does not address consequences relevant to non-U.S. holders subject to particular rules, including, without limitation:

- U.S. expatriates and certain former citizens or long-term residents of the United States;
- persons holding our common stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies or other financial institutions;
- real estate investment trusts or regulated investment companies;
- brokers, dealers or traders in securities;
- "controlled foreign corporations," "passive foreign investment companies" or corporations that accumulate earnings to avoid U.S. federal income tax;
- partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes;
- tax-exempt organizations or governmental organizations;
- persons deemed to sell our common stock under the constructive sale provisions of the Code;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation; and
- pension funds.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding our common stock and the partners in such partnerships should consult their own tax advisors regarding the U.S. federal income tax consequences to them.

THIS DISCUSSION IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS TAX ADVICE. INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT

TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Definition of a non-U.S. holder

For purposes of this discussion, a "non-U.S. holder" is any beneficial owner of our common stock that is neither a "U.S. person" nor a partnership for U.S. federal income tax purposes. A U.S. person is any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (i) is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons (within the meaning of Section 7701(a)(30) of the Code), or (ii) has made a valid election under applicable Treasury Regulations to continue to be treated as a U.S. person.

Distributions

As described in the section of this prospectus captioned "Dividend policy," we do not anticipate making distributions to holders of our common stock in the foreseeable future.

If we do, however, make distributions on our common stock, such distributions of cash or property on our common stock (other than certain pro rata distributions of our stock) generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles.

Subject to the discussion below regarding backup withholding and payments made to certain foreign accounts, dividends paid to a non-U.S. holder of our common stock that are not effectively connected with the non-U.S. holder's conduct of a trade or business within the United States will generally be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate as may be specified by an applicable income tax treaty).

Amounts not treated as dividends for U.S. federal income tax purposes will first constitute a return of capital and be applied against and reduce a non-U.S. holder's adjusted tax basis in its common stock, but not below zero. Any excess will be treated as capital gain and will be treated as described below in the section relating to the sale or other taxable disposition of the common stock.

Non-U.S. holders may be entitled to a reduction in or an exemption from withholding on dividends as a result of either (i) qualifying for the benefits of an applicable income tax treaty or (ii) holding our common stock in connection with the conduct of a trade or business within the United States and receiving the dividends in connection with that trade or business. To claim such a reduction in or exemption from withholding, the non-U.S. holder must provide the applicable withholding agent with a properly executed (a) IRS Form W-8BEN or W-8BEN-E (or applicable successor form) claiming an exemption from or reduction of the withholding tax under the benefit of an applicable income tax treaty, (b) IRS Form W-8ECI (or applicable successor form) stating that the dividends are effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States, or (c) a suitable substitute form, as may be applicable. These certifications must be provided to the applicable withholding agent prior to the payment of dividends and must be updated periodically. Non-U.S.

holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate or exemption under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Subject to the discussion below regarding backup withholding and payments made to certain foreign accounts, if dividends paid to a non-U.S. holder are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such dividends are attributable), then, although exempt from withholding of U.S. federal income tax (provided the non-U.S. holder provides appropriate certification, as described above), the non-U.S. holder will be subject to U.S. federal income tax on such dividends on a net income basis at the regular graduated U.S. federal income tax rates. In addition, a non-U.S. holder that is or is treated as a corporation for U.S. federal income tax purposes may be subject to an additional branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on its effectively connected earnings and profits for the taxable year that are attributable to such dividends, as adjusted for certain items. Non-U.S. holders should consult their own tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Sale or other taxable disposition

Subject to the discussion below regarding backup withholding and payments made to certain foreign accounts, a non-U.S. holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other taxable disposition of our common stock unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such gain is attributable);
- the non-U.S. holder is a non-resident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or
- our common stock constitutes a U.S. real property interest within the meaning of Section 897 of the Code by reason of our status as a U.S. real property holding corporation, or USRPHC, for U.S. federal income tax purposes.

Gain described in the first bullet point above will generally be subject to U.S. federal income tax on a net income basis at the regular graduated U.S. federal income tax rates. A non-U.S. holder that is a foreign corporation also may be subject to an additional branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on a portion of its effectively connected earnings and profits for the taxable year that are attributable to such gain, as adjusted for certain items.

A non-U.S. holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on any gain derived from the sale or other taxable disposition, which (even though the individual is not considered a resident of the United States) may be offset by certain U.S. source capital losses of the non-U.S. holder provided the non-U.S. holder timely files U.S. federal income tax returns with respect to such losses.

With respect to the third bullet point above, we believe we are not currently, and do not anticipate that we will become, a USRPHC.

Non-U.S. holders should consult their own tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information reporting and backup withholding

A non-U.S. holder generally will not be subject to backup withholding with respect to payments of dividends on our common stock we make to the non-U.S. holder, provided the applicable withholding agent does

not have actual knowledge or reason to know such holder is a U.S. person and the holder certifies its non-U.S. status by providing a valid IRS Form W-8BEN, W-8BEN-E or W-8ECI, or other applicable certification (or applicable successor form), or otherwise establishes an exemption. However, information returns will be filed with the IRS in connection with any dividends on our common stock paid to the non-U.S. holder, regardless of whether any tax was actually withheld. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the non-U.S. holder resides or is established.

Information reporting and backup withholding may apply to the proceeds of a sale of our common stock within the United States, and information reporting may (although backup withholding will generally not) apply to the proceeds of a sale or other taxable disposition of our common stock outside the United States conducted through certain U.S.-related financial intermediaries, in each case, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. person on IRS Form W-8BEN, W-8BEN-E, W-8ECI or other applicable form or successor form (and the payer does not have actual knowledge or reason to know that the beneficial owner is a U.S. person) or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Additional withholding tax on payments made to foreign accounts

Withholding taxes may be imposed under the provisions of the law generally known as the Foreign Account Tax Compliance Act, or FATCA, on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or gross proceeds from the sale or other disposition of, our common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (i) the foreign financial institution undertakes certain diligence and reporting obligations, (ii) the non-financial foreign entity either certifies it does not have any "substantial U.S. owners" (as defined in the Code) or furnishes identifying information regarding each substantial U.S. owner or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (i) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertakes to identify accounts held by certain "specified U.S. persons" or "U.S.-owned foreign entities" (each as defined in the Code), annually reports certain information about such accounts and withholds 30% on payments to non-compliant foreign financial institutions and certain other account holders. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury Regulations or other guidance, may modify these requirements. Accordingly, the entity through which our common stock is held will affect the determination of whether such withholding is required.

Under the applicable Treasury Regulations and recent guidance from the IRS, withholding under FATCA generally applies to payments of dividends on our common stock, and will apply to payments of gross proceeds from the sale or other disposition of our common stock on or after January 1, 2019, and to certain "passthru" payments made on or after the later of January 1, 2019 and the date final Treasury Regulations are issued defining such passthru payments. The FATCA withholding tax will apply to all withholdable payments without regard to whether the beneficial owner of the payment would otherwise be entitled to an exemption from imposition of withholding tax pursuant to an applicable tax treaty with the United States or U.S. domestic law. We will not pay additional amounts to holders of our common stock in respect of any amounts withheld.

Prospective investors should consult their own tax advisors regarding the potential application of withholding under FATCA to their investment in our common stock.

UNDERWRITING (CONFLICTS OF INTEREST)

We are offering the shares of common stock described in this prospectus through a number of underwriters. J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC are acting as book-running managers of the offering and as representatives of the underwriters. We have entered into an underwriting agreement with the representatives. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the initial public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of shares of common stock listed next to its name in the following table:

Name	Number of Shares
J.P. Morgan Securities LLC	
Goldman Sachs & Co. LLC	
Leerink Partners LLC	
Nomura Securities International, Inc.	
Chardan Capital Markets LLC	
Total	

The underwriters are committed to purchase all the common shares offered by us if they purchase any shares. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

The underwriters propose to offer the common shares directly to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of $ per share. Any such dealers may resell shares to certain other brokers or dealers at a discount of up to $ per share from the initial public offering price. After the initial offering of the shares to the public, the offering price and other selling terms may be changed by the underwriters. Sales of shares made outside of the United States may be made by affiliates of the underwriters. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The underwriters have an option to buy up to additional shares of common stock from us to cover sales of shares by the underwriters that exceed the number of shares specified in the table above. The underwriters have 30 days from the date of this prospectus to exercise this option to purchase additional shares. If any shares are purchased with this option to purchase additional shares, the underwriters will purchase shares in approximately the same proportion as shown in the table above. If any additional shares of common stock are purchased, the underwriters will offer the additional shares on the same terms as those on which the shares are being offered.

The underwriting fee is equal to the public offering price per share of common stock less the amount paid by the underwriters to us per share of common stock. The underwriting fee is $ per share. The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Without option to purchase additional shares exercise	With full option to purchase additional shares exercise
Per share	$	$
Total	$	$

We estimate that the total expenses of this offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be

approximately $. We have agreed to reimburse the underwriters for expenses of up to $ related to clearance of this offering with FINRA.

A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

We have agreed that we will not (i) 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 dispose of, directly or indirectly, or file or confidentially submit with the SEC a registration statement under the Securities Act relating to, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any shares of common stock or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of shares of common stock or such other securities, in cash or otherwise), in each case, without the prior written consent of J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC for a period of 180 days after the date of this prospectus, subject to certain exceptions.

Our directors, executive officers and stockholders representing in the aggregate of our outstanding common stock have entered into lock-up agreements with the underwriters prior to the commencement of this offering pursuant to which each of these persons or entities, with limited exceptions, for a period of 180 days after the date of this prospectus, or the restricted period, may not, without the prior written consent of J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC, (1) 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 our common stock or any securities convertible into or exercisable or exchangeable for our common stock (including without limitation, common stock or such other securities that may be deemed to be beneficially owned by such directors, executive officers and stockholders in accordance with the rules and regulations of the SEC and securities that may be issued upon exercise of a stock option or warrant) or publicly disclose the intention to make any offer, sale, pledge or disposition, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the common stock or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of common stock or such other securities, in cash or otherwise, or (3) make any demand for or exercise any right with respect to the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock, in each case, subject to certain exceptions, including:

(A) transactions relating to shares of common stock or other securities purchased in this offering (provided that the seller is not an officer or director of ours) or in open market transactions during the restricted period,

(B) the exercise, including by “net” exercise, so long as exercised in accordance with clauses (C) and (D) below, of any options or warrants to acquire shares of common stock or the conversion of any convertible security into common stock described in this prospectus, or issued pursuant to an equity plan described in this prospectus, it being understood that any shares of common stock received shall be subject to the restrictions on transfer set forth in the lock-up agreements,

(C) the sale or transfer us of such number of shares of common stock acquired in connection with the exercise of options or warrants on a “net” exercise basis described in the foregoing clause,

(D) the sale or transfer us of such number of shares of common stock necessary to generate only such amount of cash needed for the payment of taxes (including estimated taxes) due as a result of the exercise of such options or warrant described in clause (B),

(E) transfers of shares of common stock as a bona fide gift or gifts or pursuant to a negotiated divorce settlement,

(F) transfers pursuant to a qualified domestic relations order,

(G) distributions or transfers of shares of common stock or other securities to subsidiaries, limited or general partners, members, stockholders or affiliates of, or any investment fund or other entity that controls or manages, the transferor,

(H) transfers of shares of common stock or other securities to any immediate family member, trusts for the direct or indirect benefit of the transferor or the immediate family members of the transferor or any of their successors upon death, or any partnerships or limited liability company, the partners or members of which consist of or are for the direct or indirect benefit of the transferor and/or immediate family members or other dependents of the transferor, (for these purposes, “immediate family” means any relationship by blood, marriage or adoption, not more remote than first cousin),

(I) transfers of shares of common stock or other securities by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the transferor in a transaction not involving a disposition for value,

(J) any forfeiture, sale or other transfer to us of any shares of common stock or other securities in connection with the termination of the transferor’s employment with or services to the company, provided that no public announcement reporting a reduction in the beneficial ownership shall be voluntarily made, and any required announcement, including any announcement under the Exchange Act, shall clearly indicate the reason for such reduction, or

(K) exchange of common or preferred units of the company into shares of common stock in connection with the consummation of the Corporate Conversion, it being understood that any such shares of common stock received upon such exchange shall be subject to the restrictions on transfer set forth in the lock-up agreement;

provided that in the case of any transfer or distribution pursuant to clauses (E), (G), (H) and (I), each donee, distributee or transferee shall execute and deliver to J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Leerink Partners LLC a lock-up letter in the form of this paragraph; and provided, further, that in the case of any transfer or distribution pursuant to clauses (A) through (E) and (G) through (I), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement reporting a reduction in the beneficial ownership shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 or 13F filing made after the expiration of the restricted period and any required Schedule 13G (or 13G/A)).

The lock-up agreements will not apply to the establishment of a trading plan by any director, executive officer or stockholder pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock, provided that such plan does not provide for the transfer of common stock during the restricted period referred to above and no public announcement or filing under the Exchange Act, if any, is required of or is voluntarily made by or on behalf of such director, executive officer or stockholder or us regarding such plan.

The lock-up agreements will not apply to any transfers, sales, tenders or other dispositions of common stock or any security convertible into or exercisable or exchangeable for common stock pursuant to a bona fide third-party tender offer, merger, amalgamation, consolidation or other similar transaction made to or involving all

holders of the common stock or such other securities pursuant to a change of control of our ownership (including, without limitation, the entry into any lock-up, voting or similar agreement pursuant to which such directors, executive officers and stockholders may agree to transfer, sell, tender or otherwise dispose of common stock or other such securities in favor of any such transaction); provided that if such tender offer, merger, amalgamation, consolidation or other similar transaction is not completed, any common stock or any security convertible into or exercisable or exchangeable for common stock subject to this lock-up agreement shall remain subject to the restrictions contained in this lock-up agreement.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

We will apply to have our common stock approved for listing/quotation on the under the symbol " ."

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves making bids for, purchasing and selling shares of common stock in the open market for the purpose of preventing or retarding a decline in the market price of the common stock while this offering is in progress. These stabilizing transactions may include making short sales of the common stock, which involves the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering, and purchasing shares of common stock on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' option to purchase additional shares referred to above, or may be "naked" shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their option to purchase additional shares, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared to the price at which the underwriters may purchase shares through the option to purchase additional shares. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market that could adversely affect investors who purchase in this offering. To the extent that the underwriters create a naked short position, they will purchase shares in the open market to cover the position.

The underwriters have advised us that, pursuant to Regulation M of the Securities Act of 1933, they may also engage in other activities that stabilize, maintain or otherwise affect the price of the common stock, including the imposition of penalty bids. This means that if the representatives of the underwriters purchase common stock in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them.

These activities may have the effect of raising or maintaining the market price of the common stock or preventing or retarding a decline in the market price of the common stock, and, as a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on the , in the over-the-counter market or otherwise.

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In determining the initial public offering price, we and the representatives of the underwriters expect to consider a number of factors, including:

- the information set forth in this prospectus and otherwise available to the representatives;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;

- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for our common shares, or that the shares will trade in the public market at or above the initial public offering price.

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Conflicts of interest

An affiliate of J.P. Morgan Securities LLC, an underwriter in this offering, owns in excess of 10% of our issued and outstanding common stock. Under the Rules of FINRA, J.P. Morgan Securities LLC is deemed to have a conflict of interest with us and accordingly, this offering is being made in compliance with the requirements of Rule 5121 of FINRA. In accordance with this rule, Goldman Sachs & Co. LLC has assumed the responsibilities of acting as a qualified independent underwriter. In its role as qualified independent underwriter, Goldman Sachs & Co. LLC has participated in due diligence and the preparation of this prospectus and the registration statement of which this prospectus is a part. Goldman Sachs & Co. LLC will not receive any additional fees for serving as a qualified independent underwriter in connection with this offering. J.P. Morgan Securities LLC will not confirm sales of the shares to any account over which it exercises discretionary authority without the prior written approval of the customer.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services.

Certain of the underwriters and their affiliates have provided in the past to us and our affiliates and may provide from time to time in the future certain commercial banking, financial advisory, investment banking and other services for us and such affiliates in the ordinary course of their business, for which they have received and may continue to receive customary fees and commissions. In addition, from time to time, certain of the underwriters and their respective affiliates, officers, directors and employees may effect transactions for their own account or the account of customers, and hold on behalf of themselves or their customers, long or short positions in our debt or equity securities or loans, and may do so in the future.

The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of the company’s securities and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in the company’s securities.

Selling restrictions

European Economic Area

In relation to each Member State of the European Economic Area that has implemented the Prospectus Directive (each, a "Relevant Member State"), an offer to the public of our common shares may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of our common shares may be made at any time under the following exemptions under the Prospectus Directive:

(a) to any legal entity that is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the Representatives for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of shares of our common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to our common shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and our common shares to be offered so as to enable an investor to decide to purchase our common shares, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State; and the expression "Prospectus Directive" means Directive 2003/71/EC (as amended), including by Directive 2010/73/EU, and includes any relevant implementing measure in the Relevant Member State.

Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the representatives are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

United Kingdom

This document is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or the Order, or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling with Article 49(2)(a) to (d) of the Order (all such persons

together being referred to as "relevant persons"). The securities are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such securities will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document, nor any other offering or marketing material relating to the shares or this offering, may be publicly distributed or otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing material relating to this offering, the Company, the shares has been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, or FINMA, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Hong Kong

The shares may not be offered or sold by means of any document other than (i) in circumstances that do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances that do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares that are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person that is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the

SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan, or the Financial Instruments and Exchange Law, and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term, as used in this prospectus means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

United Arab Emirates

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority, or DFSA. This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for this prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus, you should consult an authorized financial advisor.

LEGAL MATTERS

Proskauer Rose LLP will pass upon the validity of the shares of common stock offered hereby for us. The underwriters are represented by Davis Polk & Wardwell LLP.

EXPERTS

The financial statements as of December 31, 2015 and 2016 and for each of the two years in the period ended December 31, 2016 included in this prospectus have been so included in reliance on the report (which contains an explanatory paragraph relating to our ability to continue as a going concern as described in Note 1 to the financial statements) of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

Change in our public accounting firm

In September 2016, we dismissed Katz, Nannis + Solomon, P.C., or KN+S, as our independent accountants. The decision to dismiss KN+S as our independent registered public accounting firm was approved by the board of managers of Solid Biosciences, LLC.

KN+S had reported on our consolidated financial statements as of and for the year ended December 31, 2015.

The report of KN+S on our 2015 consolidated financial statements did not contain any adverse opinion or disclaimer of opinion, nor was such report qualified or modified as to uncertainty, audit scope or accounting principles.

During the year ended December 31, 2015 and through the date of dismissal, there were no disagreements between us and KN+S on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreement, if not resolved to the satisfaction of KN+S, would have caused it to make reference to the subject matter of the disagreement in connection with its reports.

None of the reportable events described under Item 304(a)(1)(v) of Regulation S-K occurred during the years ended December 31, 2015 and through the date of dismissal of KN+S.

We engaged PricewaterhouseCoopers LLP, or PwC, as our independent registered public accounting firm on March 6, 2017 to audit our consolidated financial statements as of and for the years ended December 31, 2015 and 2016.

During our year ended December 31, 2015 and in the subsequent interim period through March 31, 2017, other than in the normal course of the audit, neither we nor anyone on our behalf consulted with PwC regarding either: (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, and neither a written report was provided to us or oral advice was provided to us that PwC concluded was an important factor considered by us in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement or reportable event as defined in Regulation S-K, Item 304(a)(1)(iv) and Item 304(a)(1)(v), respectively.

We delivered a copy of this disclosure to KN+S and requested that they furnish us a letter addressed to the SEC stating whether they agree with the above statements. In their letter to the SEC dated July 24, 2017, attached as Exhibit 16.1 to the registration statement of which this prospectus forms a part, KN+S states that they agree with the statements above concerning their firm.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock being offered by this prospectus. This prospectus, which constitutes part of that registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules that are part of the registration statement. Some items included in the registration statement are omitted from the prospectus in accordance with the rules and regulations of the SEC. For further information with respect to us and the common stock offered in this prospectus, we refer you to the registration statement and the accompanying exhibits and schedules filed therewith. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the registration statement.

A copy of the registration statement and the accompanying exhibits and any other document we file may be inspected without charge at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549 and copies of all or any part of the registration statement may be obtained from that office upon the payment of the fees prescribed by the SEC. The public may obtain information on the operation of the public reference facilities in Washington, D.C. by calling the SEC at 1-800-SEC-0330. Our filings with the SEC are available to the public from the SEC's website at www.sec.gov.

Upon the completion of this offering, we will be subject to the information and periodic reporting requirements of the Exchange Act and, in accordance therewith, we will file proxy statements, periodic information and other information with the SEC. All documents filed with the SEC are available for inspection and copying at the public reference room and website of the SEC referred to above. We maintain a website at www.solidbio.com. You may access our reports, proxy statements and other information free of charge at this website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference and is not a part of this prospectus.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members, Unitholders and Board of Managers of
Solid Biosciences, LLC

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of comprehensive loss, of redeemable preferred units and members' deficit and of cash flows present fairly, in all material respects, the financial position of Solid Biosciences, LLC and its subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has incurred recurring losses from operations since inception, has an accumulated deficit, and will require additional financing to fund future operations that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ PricewaterhouseCoopers LLP

Boston, Massachusetts
August 4, 2017

SOLID BIOSCIENCES, LLC
CONSOLIDATED BALANCE SHEETS
(In thousands, except unit and per unit data)

	December 31,		March 31, 2017	
	2015	2016	Actual (unaudited)	Pro forma (unaudited)
Assets				
Current assets:				
Cash and cash equivalents	$ 28,595	$ 7,678	$ 29,266	$
Available-for-sale securities	26,792	29,980	22,686	
Prepaid expenses and other current assets	309	2,314	2,130	
Total current assets	55,696	39,972	54,082	
Property and equipment, net	—	452	549	
Restricted cash	—	165	165	
Deferred offering costs	—	47	232	
Total assets	$ 55,696	$ 40,636	$ 55,028	$
Liabilities, Redeemable Preferred Units and Members' Deficit				
Current liabilities:				
Accounts payable	$ 608	$ 2,984	$ 4,154	
Accrued expenses and other current liabilities	1,312	3,889	3,279	
Redeemable Preferred unit tranche right	12,004	—	—	
Series 1 Senior Preferred unit tranche right	—	—	459	
Total current liabilities	13,924	6,873	7,892	
Total liabilities	13,924	6,873	7,892	
Commitments and Contingencies (Note 13)				
Redeemable Preferred Units, 60,000,000 units authorized at December 31, 2015 and 2016 and no units authorized at March 31, 2017 (unaudited); 13,680,000 and 17,100,000 units issued and outstanding at December 31, 2015 and 2016, respectively, and no units issued and outstanding at March 31, 2017 (unaudited); aggregate liquidation preference of $55,746 and $0 at December 31, 2016 and March 31, 2017 (unaudited), respectively	61,697	71,649	—	
Series 2 Senior Preferred Units, no units authorized at December 31, 2015 and 2016 and 1,973,430 units authorized at March 31, 2017 (unaudited); no units issued and outstanding at December 31, 2015 and 2016 and March 31, 2017 (unaudited)	—	—	—	
Series 1 Senior Preferred Units, no units authorized at December 31, 2015 and 2016 and 2,500,000 units authorized at March 31, 2017 (unaudited); no units issued and outstanding December 31, 2015 and 2016 and 2,500,000 units issued and outstanding at March 31, 2017 (unaudited); aggregate liquidation preference of $25,000 at March 31, 2017 (unaudited)	—	—	25,000	
Junior Preferred Units, no units authorized at December 31, 2015 and 2016 and 4,414,356 units authorized at March 31, 2017 (unaudited); no units issued and outstanding at December 31, 2015 and 2016 and 4,414,356 units issued and outstanding at March 31, 2017 (unaudited); aggregate liquidation preference of $42,500 at March 31, 2017 (unaudited)	—	—	44,177	
Members' deficit:				
Series A, B, C and D Common Units, 20,000,000 units authorized at December 31, 2015 and 2016 and 20,189,509 units authorized at March 31, 2017 (unaudited); 5,015,917 units and 5,123,917 units issued and outstanding at December 31, 2015 and 2016 and 18,649,863 units issued and outstanding at March 31, 2017 (unaudited)	208	558	62,914	
Accumulated other comprehensive income (loss)	(10)	23	—	
Accumulated members' deficit	(67,711)	(84,941)	(84,955)	
Total members' deficit	(67,513)	(84,360)	(22,041)	
Non-controlling interest	47,588	46,474	—	
Total deficit	(19,925)	(37,886)	(22,041)	
Total liabilities, redeemable preferred units and members' deficit	$ 55,696	$ 40,636	$ 55,028	$

The accompanying notes are an integral part of these consolidated financial statements.

SOLID BIOSCIENCES, LLC
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except unit and per unit data)

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Revenue	$ —	$ —	$ —	$ —
Operating expenses:				
Research and development	4,192	20,116	2,923	8,733
General and administrative	2,372	5,460	1,146	5,380
Total operating expenses	6,564	25,576	4,069	14,113
Loss from operations	(6,564)	(25,576)	(4,069)	(14,113)
Other income (expense):				
Revaluation of preferred unit tranche rights	(103)	1,163	992	—
Interest income	3	369	86	62
Other income	—	271	—	176
Total other income (expense), net	(100)	1,803	1,078	238
Net loss	$ (6,664)	$ (23,773)	$ (2,991)	$ (13,875)
Net loss attributable to non-controlling interest	(287)	(2,234)	(311)	(1,060)
Net loss attributable to Solid Biosciences, LLC	$ (6,377)	$ (21,539)	$ (2,680)	$ (12,815)
Decretion (accretion) of preferred units to redemption value	(68)	4,309	1,027	(959)
Redemption of preferred units	—	—	—	15,685
Redemption of redeemable interest from non-controlling interest in Solid GT	—	—	—	(1,925)
Net loss attributable to common unitholders	$ (6,445)	$ (17,230)	$ (1,653)	$ (14)
Net loss per unit attributable to common unitholders, basic and diluted	$ (7.61)	$ (10.14)	$ (0.99)	$ (0.01)
Weighted average common units outstanding, basic and diluted	846,569	1,698,904	1,666,529	3,047,759
Unaudited pro forma net loss per share, basic and diluted				
Unaudited pro forma weighted average shares outstanding, basic and diluted				

The accompanying notes are an integral part of these consolidated financial statements.

SOLID BIOSCIENCES, LLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands)

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Net loss	$(6,664)	$(23,773)	$(2,991)	$(13,875)
Other comprehensive loss:				
Unrealized gain (loss) on available-for-sale securities	(10)	33	90	(23)
Comprehensive loss	(6,674)	(23,740)	(2,901)	(13,898)
Comprehensive loss attributable to non-controlling interest	(287)	(2,234)	(311)	(1,060)
Comprehensive loss attributable to Solid Biosciences, LLC	$(6,387)	$(21,506)	$(2,590)	$(12,838)

The accompanying notes are an integral part of these consolidated financial statements.

SOLID BIOSCIENCES, LLC
CONSOLIDATED STATEMENTS OF REDEEMABLE PREFERRED UNITS AND MEMBERS' DEFICIT
(In thousands except for unit data)

	Redeemable Preferred Units	Amount	Series 1 Senior Preferred Units	Amount	Junior Preferred Units	Amount	Series A, B, C and D Common Units	Amount	Accumulated other comprehensive income (loss)	Accumulated Members' Deficit	Total Members' Deficit	Non-controlling Interest	Total Deficit
Balance at December 31, 2014	6,840,000	$ 30,781	—	—	—	—	4,729,667	$ 68	—	$ (61,266)	$ (61,198)	$ 2,499	$(58,699)
Issuance of preferred units	6,840,000	6,840	—	—	—	—	—	—	—	—	—	—	—
Reclassification of tranche right upon issuance of preferred units	—	24,008	—	—	—	—	—	—	—	—	—	—	—
Accretion in redemption value of preferred units	—	68	—	—	—	—	—	—	—	(68)	(68)	—	(68)
Issuance of Series A common units	—	—	—	—	—	—	305,000	—	—	—	—	—	—
Repurchase of Series A common units	—	—	—	—	—	—	(18,750)	—	—	—	—	—	—
Equity based compensation expense	—	—	—	—	—	—	—	140	—	—	140	624	764
Issuance of non-controlling interest in Solid GT	—	—	—	—	—	—	—	—	—	—	—	44,752	44,752
Unrealized loss on available for sale securities	—	—	—	—	—	—	—	—	$ (10)	—	(10)	—	(10)
Net loss	—	—	—	—	—	—	—	—	—	(6,377)	(6,377)	(287)	(6,664)
Balance at December 31, 2015	13,680,000	61,697	—	—	—	—	5,015,917	208	(10)	(67,711)	(67,513)	47,588	(19,925)
Issuance of preferred units	3,420,000	3,420	—	—	—	—	—	—	—	—	—	—	—
Reclassification of tranche right upon issuance of preferred units	—	10,841	—	—	—	—	—	—	—	—	—	—	—
Decretion in redemption value of preferred units	—	(4,309)	—	—	—	—	—	—	—	4,309	4,309	—	4,309
Issuance of Series A common units	—	—	—	—	—	—	108,000	—	—	—	—	—	—
Equity based compensation expense	—	—	—	—	—	—	—	350	—	—	350	1,120	1,470
Unrealized gain on available for sale securities	—	—	—	—	—	—	—	—	33	—	33	—	33
Net loss	—	—	—	—	—	—	—	—	—	(21,539)	(21,539)	(2,234)	(23,773)
Balance at December 31, 2016	17,100,000	71,649	—	—	—	—	5,123,917	558	23	(84,941)	(84,360)	46,474	(37,886)
Issuance of Series 1 senior preferred units, net of issuance costs of $500 and tranche right of $459	—	—	2,500,000	$ 24,041	—	—	—	—	—	—	—	—	—
Accretion of Series 1 senior preferred units to redemption value	—	—	—	959	—	—	—	—	—	(959)	(959)	—	(959)
Redemption of preferred units	—	(15,685)	—	—	—	—	—	—	—	15,685	15,685	—	15,685
Equity based compensation	—	—	—	—	—	—	—	2,930	—	—	2,930	300	3,230
Net loss	—	—	—	—	—	—	—	—	—	(12,815)	(12,815)	(1,060)	(13,875)
Issuance of Series B common units in exchange for Series A common units	—	—	—	—	—	—	(1,301,520)	—	—	—	—	—	—
Issuance of Series D common units in exchange for Series A common units	—	—	—	—	—	—	(160,954)	—	—	—	—	—	—
Issuance of Series A common units in exchange for redeemable preferred units	(17,100,000)	(55,964)	—	—	—	—	12,219,299	55,964	—	—	55,964	—	55,964
Issuance of junior preferred units in redemption of Class D non-controlling interest in Solid GT	—	—	—	—	4,414,356	$ 44,177	—	—	—	(1,925)	(1,925)	(42,252)	(44,177)
Issuance of Series C common units in exchange for Class B non-controlling interest in Solid GT	—	—	—	—	—	—	1,635,916	2,053	—	—	2,053	(2,053)	—
Issuance of Series D common units in exchange for Class C non-controlling interest in Solid GT	—	—	—	—	—	—	1,083,205	1,409	—	—	1,409	(1,409)	—
Issuance of Series D common units	—	—	—	—	—	—	50,000	—	—	—	—	—	—
Unrealized loss on available for sale securities	—	—	—	—	—	—	—	—	(23)	—	(23)	—	(23)
Balance at March 31, 2017 (unaudited)	—	—	2,500,000	$ 25,000	4,414,356	$ 44,177	18,649,863	$ 62,914	—	$ (84,955)	$ (22,041)	—	$(22,041)

The accompanying notes are an integral part of these consolidated financial statements.

SOLID BIOSCIENCES, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Cash flows from operating activities:				
Net loss	$ (6,664)	$(23,773)	$ (2,991)	$(13,875)
Adjustments to reconcile net loss to net cash used in operating activities:				
Amortization of premium on available for sale securities	5	505	115	107
Equity-based compensation expense	764	1,470	348	3,230
Depreciation expense	—	56	—	51
Loss / (Gain) from revaluation of preferred unit tranche right	103	(1,163)	(992)	—
Changes in operating assets and liabilities:				
Prepaid expenses and other current assets	(309)	(2,005)	(367)	184
Accounts payable	585	2,213	604	832
Accrued expenses and other current liabilities	1,312	2,577	(504)	(725)
Net cash used in operating activities	(4,204)	(20,120)	(3,787)	(10,196)
Cash flows from investing activities:				
Purchases of property and equipment	—	(392)	(23)	(248)
Proceeds from sales and maturities of available for sale securities	—	22,035	6,325	7,210
Purchases of available for sale securities	(26,806)	(25,695)	(18,619)	—
Changes in restricted cash	—	(165)	—	—
Net cash provided by (used in) investing activities	(26,806)	(4,217)	(12,317)	6,962
Cash flows from financing activities:				
Proceeds from issuance of Series 1 Senior preferred units	—	—	—	25,000
Payment of deferred offering costs	—	—	—	(178)
Proceeds from issuance of redeemable preferred units	6,840	3,420	—	—
Proceeds from issuance of non-controlling interest in Solid GT	44,752	—	—	—
Net cash provided by financing activities	51,592	3,420	—	24,822
Net increase (decrease) in cash and cash equivalents	20,582	(20,917)	(16,104)	21,588
Cash and cash equivalents at beginning of period	8,013	28,595	28,595	7,678
Cash and cash equivalents at end of period	$ 28,595	$ 7,678	$ 12,491	$ 29,266
Supplemental disclosure of non-cash investing and financing activities:				
Reclassification of preferred unit tranche liability to preferred units upon settlement	$ 24,008	$ 10,841	—	—
Decretion (accretion) to redemption value for redeemable preferred units	$ (68)	$ 4,309	$ 1,027	$ (959)
Redemption of preferred units	—	—	—	$ 15,685
Redemption of redeemable interest from non-controlling interest in Solid GT	—	—	—	$ (1,925)
Deferred offering costs included in accounts payable	—	$ 47	—	$ 54
Offering costs included in accounts payable	—	—	—	$ 500
Property and equipment included in accounts payable	—	$ 116	$ 8	$ 16
Issuance of Series D common units in exchange for Series A common units	—	—	—	$ 638
Issuance of Series A common units in exchange for Redeemable preferred units	—	—	—	$ 55,964
Issuance of Junior preferred units upon redemption of Class D non-controlling interest in Solid GT	—	—	—	$ 44,177
Issuance of Series C common units in exchange for Class B non-controlling interest in Solid GT	—	—	—	$ 2,053
Issuance of Series D common units in exchange for Class C non-controlling interest in Solid GT	—	—	—	$ 1,409

The accompanying notes are an integral part of these consolidated financial statements.

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

1. Nature of the Business and Basis of Presentation

Solid Biosciences, LLC (the "Company") was organized under the laws of the State of Delaware in March 2013 under the name SOLID Ventures Management, LLC. In October 2013, the Company changed its name to Solid Ventures, LLC and in June 2015, the Company changed its name to Solid Biosciences, LLC.

The Company's mission is to cure Duchenne muscular dystrophy (DMD), a genetic muscle-wasting disease predominantly affecting boys. It is caused by mutations in the dystrophin gene, which result in the absence or near-absence of dystrophin protein. Dystrophin protein works to strengthen muscle fibers and protect them from daily wear and tear. Without functioning dystrophin and certain associated proteins, muscles suffer excessive damage from normal daily activities and are unable to regenerate, leading to the build-up of fibrotic, or scar, and fat tissue. The Company's lead product candidate, SGT-001, is a gene transfer under development to restore functional dystrophin protein expression in patients' muscles. SGT-001 has been granted Rare Pediatric Disease Designation (RPDD) in the United States and Orphan Drug Designations in both the United States and European Union. The Company plans to file an Investigational New Drug application, or IND, and initiate clinical trials for SGT-001 in the United States during the second half of 2017.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on licenses, protection of proprietary technology, dependence on key personnel, compliance with government regulations and the need to obtain additional financing to fund operations. Product candidates currently under development will require significant additional research and development efforts, including extensive pre-clinical studies and clinical trials and regulatory approval, prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel infrastructure and extensive compliance and reporting capabilities.

The Company's product candidates are in development. There can be no assurance that the Company's research and development will be successfully completed, that adequate protection for the Company's intellectual property will be obtained, that any products developed will obtain necessary government regulatory approval or that any approved products will be commercially viable. Even if the Company's product development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from product sales. The Company operates in an environment of rapid change in technology and substantial competition from other pharmaceutical and biotechnology companies. In addition, the Company is dependent upon the services of its employees, partners and consultants.

The accompanying consolidated financial statements have been prepared on a basis that assumes the Company will continue as a going concern and which contemplates the realization of assets and satisfaction of liabilities and commitments in the ordinary course of business. Through December 31, 2016 and March 31, 2017, the Company has funded its operations primarily with proceeds from the sale of redeemable preferred units. The Company has incurred recurring losses from operations since its inception, including a net loss of $23,773 for the year ended December 31, 2016 and $13,875 for the three months ended March 31, 2017. In addition, as of December 31, 2016 and March 31, 2017, the Company had an accumulated members' deficit of $84,941 and $84,955, respectively. The Company expects to continue to generate operating losses for the foreseeable future. The Company expects that its cash, cash equivalents and available-for-sale securities of $51,952 as of March 31, 2017 will be sufficient to fund its operating expenses and capital expenditure requirements through December 31, 2017. The future viability of the Company beyond that point is dependent on its ability to obtain additional

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

1. Nature of the Business and Basis of Presentation—(Continued)

financing to fund future operations. The circumstances described above raise substantial doubt about the Company's ability to continue as a going concern as of December 31, 2016 and March 31, 2017. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The Company can obtain an additional $25,000 in gross proceeds from the holders of the Series 1 Senior Preferred Units (the "Series 1 Senior Preferred Units") through the issuance of 1,973,430 Series 2 Senior Preferred Units (the "Series 2 Senior Preferred Units") at an issuance price of $12.67 in the event that the Company achieves certain pre-clinical milestones or the holders of the Series 1 Senior Preferred Units elect to purchase the Series 2 Senior Preferred Units prior to September 1, 2017.

The Company is also seeking to complete an initial public offering of its common stock. Upon the closing of a qualified public offering on specific terms, the Company's outstanding preferred units and common units will automatically convert into common shares. See Note 10, *Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units* for additional information.

To execute its business plans, the Company will need substantial funding to support its continuing operations and pursue its growth strategy. Until the Company can generate significant revenue from product sales, if ever, it expects to finance its operations through the sale of public or private equity, debt financings or other capital sources, including collaborations with other companies or other strategic transactions. The Company may not be able to obtain financing on acceptable terms, or at all. Even if the Company is able to secure the financing, the terms of any financing may adversely affect the holdings or the rights of the Company's unitholders. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, pre-clinical and eventual clinical testing or commercialization efforts, which could adversely affect its business prospects. Although management continues to pursue these plans, there is no assurance that the Company will be successful in obtaining sufficient financing on terms acceptable to the Company to fund continuing operations, if at all.

The Company had historically owned 100% of the voting units of its wholly owned subsidiary, Solid GT, LLC ("Solid GT") and the results of Solid GT are included in the Company's consolidated financial statements. In November 2015, Solid GT issued voting units to new investors which decreased the Company's voting ownership in Solid GT to 77%. The Company continues to consolidate the results of Solid GT into its financial statements as the Company owned a majority voting interest in Solid GT and directed the activities of Solid GT. However, because the Company controlled but owned less than 100% of Solid GT, the Company has recorded a non-controlling ownership interest at its fair value at inception and recognizes the net loss or profit attributable to non-controlling interests in the consolidated statements of operations based on a profit and loss sharing arrangement between the Company and the non-controlling interests. The Company also presents the change in equity related to equity-based compensation issued to Solid GT employees by Solid GT, in non-controlling interest. See Note 12, *Equity-Based Compensation* for additional information.

On March 29, 2017, the Company merged the operations of Solid GT into the Company and Solid GT ceased to exist as a legal entity. See Note 3, *Merger and Recapitalization*, for additional information.

The proportionate share of the loss attributed to the non-controlling interest amounted to $287 and $2,234 and $311 and $1,060 for the years ended December 31, 2015 and 2016 and the three months ended March 31, 2016 and 2017, respectively.

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

1. Nature of the Business and Basis of Presentation—(Continued)

The carrying value of the non-controlling interest was $47,588 and $46,474 at December 31, 2015 and 2016. There was no non-controlling interest at March 31, 2017.

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The accompanying consolidated financial statements include the accounts of Solid Biosciences, LLC and its wholly owned or controlled subsidiaries. All intercompany accounts and transactions have been eliminated.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of the Company's consolidated financial statements in conformity with GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Significant estimates and assumptions reflected in these consolidated financial statements include, but are not limited to, the recognition of research and development expenses and the valuation of restricted common units and the preferred unit tranche rights. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ from the Company's estimates.

Unaudited Interim Financial Information

The accompanying consolidated balance sheet as of March 31, 2017, the consolidated statements of operations, comprehensive loss and cash flows for the three months ended March 31, 2016 and 2017, and the consolidated statement of redeemable preferred units and members' deficit for the three months ended March 31, 2017 are unaudited. The unaudited interim consolidated financial statements have been prepared on the same basis as the audited annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial position as of March 31, 2017, and the results of its operations and its cash flows for the three months ended March 31, 2016 and 2017. The financial data and other information disclosed in these notes related to the three months ended March 31, 2016 and 2017 are unaudited. The results for the three months ended March 31, 2017 are not necessarily indicative of results to be expected for the year ending December 31, 2017 or any other interim periods, or any future year or period.

Unaudited Pro Forma Information

The accompanying unaudited pro forma consolidated balance sheet as of March 31, 2017 has been prepared to give effect to the Company's conversion to a corporation whereby all outstanding Series 1 Senior Preferred Units, Junior Preferred Units and Series A, B, C and D Common Units are converted into shares of common stock as if the proposed Corporate Conversion had occurred on March 31, 2017.

In the accompanying consolidated statements of operations, unaudited pro forma basic and diluted net loss per unit attributable to common unitholders for the year ended December 31, 2016 and the three months ended

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

2. Summary of Significant Accounting Policies—(Continued)

March 31, 2017 have been prepared to give effect to the Company's conversion to a corporation whereby all outstanding Series 1 Senior Preferred Units, Junior Preferred Units and Series A, B, C and D Common Units are converted into shares of common stock as if the proposed Corporate Conversion had occurred on the later of January 1, 2016 or the issuance date of the preferred and common units.

Cash Equivalents

The Company considers all short-term, highly liquid investments with original maturities of 90 days or less at acquisition date to be cash equivalents.

Restricted Cash

The Company held restricted cash of $100 and $65 in separate restricted bank accounts as a security deposit for the Company's credit card program and for the lease of the Company's facility, respectively, as of December 31, 2016 and March 31, 2017. The Company has classified these deposits as long-term assets on its balance sheets at such dates. There was no restricted cash at December 31, 2015.

Available-for-Sale Securities

Available-for-sale securities consist of investments with original maturities greater than 90 days at acquisition date. The Company has classified its investments with maturities beyond one year as short term, based on their highly liquid nature and because such available-for-sale securities represent the investment of cash that is available for current operations.

The Company classifies all of its investments as available-for-sale securities. The Company's investments are measured and reported at fair value using quoted prices in active markets for similar securities. Unrealized gains and losses on available-for-sale securities are reported as a separate component of members' deficit. The cost of securities sold is determined on a specific identification basis, and realized gains and losses are included in other income (expense) within the consolidated statement of operations. If any adjustment to fair value reflects a decline in the value of the investment that the Company considers to be "other than temporary," the Company reduces the investment to fair value through a charge to the consolidated statement of operations. No such adjustments were necessary during the periods presented.

Concentration of Credit Risk and of Significant Suppliers

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents. Periodically, the Company maintains deposits in accredited financial institutions in excess of federally insured limits. The Company maintains each of its cash balances with high-quality and accredited financial institutions and accordingly, such funds are not exposed to significant credit risk. The Company does not believe that it is subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

The Company is dependent on third-party manufacturers to supply products for research and development activities of its programs, including pre-clinical testing. These programs could be adversely affected by a significant interruption in the supply of such drug substance products.

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

2. Summary of Significant Accounting Policies—(Continued)

Fair Value Measurements

Certain assets and liabilities are carried at fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs (other than Level 1 quoted prices), such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities or other inputs that are observable or can be corroborated by observable market data.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

The Company's cash equivalents, available-for-sale securities and the preferred unit tranche rights are carried at fair value, determined according to the fair value hierarchy described above. See Note 4, *Fair Value of Financial Assets and Liabilities*, for additional information. The carrying values of the Company's accounts payable and accrued expenses and other current liabilities approximate their fair value due to the short-term nature of these liabilities.

Deferred Offering Costs

The Company capitalizes certain legal and other third-party fees that are directly associated with in-process equity financings as deferred offering costs until such financings are consummated. After consummation of the equity financing, these costs are recorded as a reduction of the proceeds generated as a result of the offering. Should the planned equity financing be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expense in the consolidated statements of operations. Deferred offering costs amounted to $47 at December 31, 2016 and $232 at March 31, 2017. There were no deferred offering costs at December 31, 2015.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation expense is recognized using the straight-line method over the useful life of the asset. Laboratory equipment is depreciated over five years. Computer equipment is depreciated over three years. Furniture and office equipment are depreciated over five years. Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the related asset. Expenditures for repairs and maintenance of assets are charged to expense as incurred. Upon retirement or sale, the cost and related accumulated depreciation of assets disposed of are removed from the accounts and any resulting gain or loss is included in loss from operations.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

2. Summary of Significant Accounting Policies—(Continued)

Impairment of Long-Lived Assets

Long-lived assets, comprised of property and equipment, to be held and used are tested for recoverability whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. Factors that the Company considers in deciding when to perform an impairment review include significant underperformance of the business in relation to expectations, significant negative industry or economic trends and significant changes or planned changes in the use of the assets. If an impairment review is performed to evaluate a long-lived asset for recoverability, the Company compares forecasts of undiscounted cash flows expected to result from the use and eventual disposition of the long-lived asset to its carrying value. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of an asset are less than its carrying amount. The impairment loss would be based on the excess of the carrying value of the impaired asset over its fair value, determined based on discounted cash flows. To date, the Company has not recorded any impairment losses or disposals on long-lived assets.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development expenses include salaries, equity-based compensation and benefits of employees, third-party license fees and other operational costs related to the Company's research and development activities, including allocated facility-related expenses and external costs of outside vendors engaged to conduct both pre-clinical studies and clinical trials. Non-refundable pre-payments for goods or services that will be used or rendered for future research and development activities are deferred and capitalized. Such amounts are recognized as expense as the goods or services are delivered or the related services are performed, or until it is no longer expected that the goods will be delivered or the services rendered.

Research Contract Costs and Accruals

The Company has entered into various research and development contracts with research institutions and other companies. These agreements are generally cancelable, and related payments are recorded as research and development expenses as incurred. The Company records accruals for estimated ongoing research costs. When evaluating the adequacy of the accrued liabilities, the Company analyzes progress of the studies, including the phase or completion of events, invoices received and contracted costs. Significant judgments and estimates are made in determining the accrued balances at the end of any reporting period. Actual results could differ from the Company's estimates. The Company's historical accrual estimates have not been materially different from the actual costs.

Patent Costs

All patent-related costs incurred for filing and prosecuting patent applications are expensed as incurred due to the uncertainty about the recovery of the expenditure. Amounts incurred are classified as general and administrative expenses.

Equity-Based Compensation

The Company measures restricted common units granted to employees and directors based on the fair value on the date of grant and recognizes compensation expense of those awards over the requisite service period, which is

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

2. Summary of Significant Accounting Policies—(Continued)

generally the vesting period of the respective award. Forfeitures are accounted for as they occur. Generally, the Company issues restricted common units with only service-based vesting conditions and records the expense for these awards using the straight-line method. The Company has not issued any awards with performance-based vesting conditions.

The Company measures restricted common unit awards granted to consultants and non-employees based on the fair value of the award on the date of grant. Compensation expense is recognized over the period during which services are rendered by such consultants and nonemployees until completed. At the end of each financial reporting period prior to completion of the service, the fair value of unvested awards is remeasured using the then-current fair value of the Company's common units.

The Company classifies equity-based compensation expense in its consolidated statements of operations in the same manner in which the award recipients' payroll costs are classified or in which the award recipients' service payments are classified.

The fair value of each restricted common unit was determined based on a number of objective and subjective factors consistent with the methodologies outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*, including the contemporaneous valuations of the Company's common units, the Company's financial condition and operating results, the material risks related to the Company's business, the Company's stage of development and business strategy and the likelihood of achieving a liquidity event for the holders of the Company's common units such as an initial public offering given prevailing market conditions.

Income Taxes

The Company is treated as a partnership for income tax purposes and is not subject to U.S. federal or state income taxation. As a result, the Company has not recorded any U.S. federal or state income tax benefits for the net losses incurred in each reporting period or for any earned research and development tax credits. To date, the operating losses incurred by the Company have been passed through to its members.

Segment Data

The Company manages its operations as a single segment for the purposes of assessing performance and making operating decisions. The Company's singular focus is on developing treatments through gene therapy and other means for patients with DMD. All of the Company's tangible assets are held in the United States.

Comprehensive Loss

Comprehensive loss includes net loss, as well as other changes in members' deficit that result from transactions and economic events other than those with members. The Company's only element of other comprehensive income (loss) in all periods presented was unrealized gains (losses) from available-for-sale securities.

Net Loss per Unit

The Company applies the two-class method to calculate its basic and diluted net loss per unit attributable to common unitholders, as its preferred units and certain unvested common units are considered participating

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

2. Summary of Significant Accounting Policies—(Continued)

securities. The two-class method determines net income (loss) per unit for each class of common and participating securities according to participation rights in undistributed earnings. The two-class method requires income available to common unitholders for the period to be allocated between common and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed. As holders of the Company's participating securities, which include Redeemable Preferred Units, Series 1 Senior Preferred Units, Junior Preferred Units and certain unvested common units, do not have a contractual obligation to fund the losses of the Company, the net loss is not allocated between common units and participating securities.

The exchange of Series A Common Units to Series B and Series D Common Units as the result of Merger and Recapitalization described in Note 3 is treated similar to a stock split for the purposes of presenting weighted-average units outstanding. The Company's weighted-average number of common units for the periods prior to Merger and Recapitalization, therefore, have been retroactively adjusted to reflect the exchange of vested Series A Common Units into vested Series B and vested Series D Common Units. Accordingly, for the period subsequent to the Merger and Recapitalization, weighted-average units outstanding include newly issued Series A Common Units, vested Series B, vested Series D Common Units and Series C Common Units. Although each series of units has different rights, losses are shared equally among each of the series of common units and therefore, net loss per unit is the same for each series of common units.

The Company's basic and diluted net loss per unit are the same because the Company has generated a net loss in all periods presented and potentially dilutive securities are excluded from diluted net loss per unit because they have an anti-dilutive impact.

Preferred Unit Tranche Rights

Included in the terms of the Redeemable Preferred Unit Purchase Agreement was a Redeemable Preferred Unit Tranche Right granted to the holders of the Redeemable Preferred Units. Included in the terms of the Series 1 Senior Preferred Unit Purchase Agreement was a Series 1 Senior Preferred Unit Tranche Right granted to the holders of the Series 1 Senior Preferred Units.

The Redeemable Preferred Unit Tranche Right and the Series 1 Preferred Unit Tranche Right, together the Tranche Rights, obligate the holders to purchase additional preferred units under certain conditions. The Tranche Rights also provide the holders with the right to purchase these additional units. The Tranche Rights meet the definition of a freestanding financial instrument as the Tranche Rights are legally detachable and separately exercisable from the Redeemable Preferred Units and the Series 1 Senior Preferred Units. The Tranche Rights are initially recorded at fair value and are subsequently re-measured at fair value each reporting period. Changes in the fair market value are recognized as a component of other income (expense), net, in the consolidated statements of operations.

Funding from Charitable Organizations

The Company has received funding from charitable organizations to perform research and development services to identify therapies for people with DMD. The amounts received are recognized as services are performed and research expenses are incurred. These are included in other income in the consolidated statements of operations

SOLID BIOSCIENCES, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Information as of March 31, 2017 and for the three months ended March 31, 2016 and 2017 is unaudited)
(Amounts in thousands, except unit and per unit data)

2. Summary of Significant Accounting Policies—(Continued)

as the arrangement between the Company and the charitable organizations are not part of the Company's on-going, major or central operations. Any amount received in advance of services performed is recorded in accrued expenses and other current liabilities in the consolidated balance sheets if the services are expected to be performed within the next twelve months.

The Company recognized other income of $271 and $176 for the year ended December 31, 2016, and three months ended March 31, 2017, respectively, which is included in the consolidated statements of operations. There was no other income recorded for the year ended December 31, 2015 and the three months ended March 31, 2016.

Contingencies

Loss contingency provisions are recorded if the potential loss from any claim, asserted or unasserted, or legal proceeding, is considered probable and the amount can be reasonably estimated or a range of loss can be determined. These accruals represent the Company's best estimate of probable loss. Disclosure also is provided when it is reasonably possible that a loss will be incurred or when it is reasonably possible that the amount of a loss will exceed the recorded provision. The Company reviews the status of each significant matter and assesses its potential financial exposure. Significant judgment is required in both the determination of probability and the determination as to whether an exposure is reasonably estimable. Because of uncertainties related to these matters, accruals are based only on the best information available at the time. As additional information becomes available, the Company reassesses the potential liability related to pending claims and may change its estimates. These changes in the estimates of the potential liabilities could have a material impact on the Company's consolidated results of operations and financial position.

Recently Adopted Accounting Pronouncements

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* ("ASU 2016-09"). ASU 2016-09 includes multiple provisions intended to simplify various aspects of the accounting for share-based payments, including the income tax consequences, classification of awards as either equity or liabilities, an option to recognize gross share compensation expense with actual forfeitures recognized as they occur, as well as certain classifications on the statement of cash flows. The Company elected to early adopt the standard on January 1, 2016. The adoption of ASU 2016-09 had no material impact on the Company's financial position, results of operations or cash flows. The Company elected to account for forfeitures as they occur rather than apply an estimated forfeiture rate to share-based compensation expense.

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). ASU 2014-15 amends Accounting Standards Codification ("ASC") 205-40, *Presentation of Financial Statements—Going Concern*, by providing guidance on determining when and how reporting entities must disclose going-concern uncertainties in their financial statements, including requiring management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date of issuance of the entity's financial statements and providing certain disclosures if there is substantial doubt about the entity's ability to continue as a going concern. The standard is effective for public companies for annual periods ending after December 15, 2016 and interim periods within annual periods

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2. Summary of Significant Accounting Policies—(Continued)

beginning after December 15, 2016. The Company has adopted this standard for the year ended December 31, 2016 and its adoption had no impact on the Company's financial position, results of operations or cash flows.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which supersedes the revenue recognition requirements in ASC 605-25, *Multiple-Element Arrangements* and most industry-specific guidance. The new standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The update also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. This new guidance will be effective for annual reporting periods (including interim reporting periods within those years) beginning on January 1, 2018. Early adoption in 2017 is permitted. Companies have the option of applying this new guidance retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying this update recognized at the date of initial application. The Company elected to early adopt the standard on January 1, 2017. The Company does not have any revenue generating arrangements and the adoption of this standard had no impact on the Company's financial position, results of operations or cash flows.

Recently Issued Accounting Pronouncements

In May 2017, the FASB issued ASU 2017-09, *Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting* ("ASU 2017-09"). ASC 2017-09 provides guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting in Topic 718. The guidance is effective for annual periods beginning after December 15, 2017, with early adoption permitted, including adoption in any interim period for which financial statements have not yet been issued. The Company is currently evaluating the potential effects of adopting the provisions of ASU 2017-09.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows*, which requires that amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 is effective for fiscal years beginning after December 15, 2018 and should be applied using a retrospective transition method to each period presented. Early adoption is permitted. The Company is in the process of evaluating the impact of ASU 2016-17 on its financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* ("ASU 2016-15"). ASU 2016-15 reduces diversity in practice by providing guidance on the classification of certain cash receipts and payments in the statement of cash flows. ASU 2016-15 clarifies that when cash receipts and cash payments have aspects of more than one class of cash flows and cannot be separated, classification will depend on the predominant source or use. ASU 2016-15 is effective on a retrospective basis for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2017, with early adoption permitted. The Company is currently evaluating the potential effect of ASU 2016-15 on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02'"), which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract

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2. Summary of Significant Accounting Policies—(Continued)

(i.e., lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. ASU 2016-02 (ASC Topic 842) supersedes the previous leases standard, ASC 840, *Leases*. The standard is effective for public entities for annual periods beginning after December 15, 2018 and for interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact that the adoption of ASU 2016-02 will have on its consolidated financial statements.

3. Merger and Recapitalization

On March 29, 2017, the Company completed a series of transactions, which included the issuance of Series 1 Senior Preferred Units pursuant to the Senior Preferred Unit Purchase Agreement (the "Senior Preferred Unit Purchase Agreement") and the merger of Solid GT into the Company pursuant to the merger agreement between the Company and Solid GT (the "Merger Agreement"), collectively referred to as the "Merger and Recapitalization." As part of the Merger and Recapitalization, the Company (a) issued 2,500,000 Series 1 Senior Preferred Units to new investors at $10.00 per unit resulting in gross proceeds to the Company of $25,000, (b) merged operations of Solid GT into the Company, effected through the exchange of Solid GT units held by non-controlling interests of the Company into new classes of the Company units, and (c) exchanged existing Redeemable Preferred Units and Series A Common Units of the Company into new units. The details of each component of the Merger and Recapitalization are as follows:

(a) Issuance of Series 1 Senior Preferred Units

Pursuant to the Senior Preferred Unit Purchase Agreement, the Company issued 2,500,000 Series 1 Senior Preferred Units to new investors at $10.00 per unit resulting in gross proceeds to the Company of $25,000.
See Note 10, *Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units*, for additional information.

(b) Merger of Solid GT into the Company

Prior to the Merger and Recapitalization, the Company issued Class B Non-Voting and Class D Voting Units of Solid GT to holders which represent non-controlling interests of the Company. On March 29, 2017, in connection with the Merger and Recapitalization, the non-controlling interests were eliminated as follows:

- 50,000 Class B Non-Voting Units of Solid GT ("Solid GT Class B Units") were exchanged for 1,635,916 Series C Common Units of the Company; and
- 134,920 Class D Voting Units of Solid GT ("Solid GT Class D Units") were exchanged for 4,414,356 Junior Preferred Units of the Company

In addition, the Class C Non-Voting Units of Solid GT ("Solid GT Class C Restricted Units") were exchanged for Series D Common Units of the Company. The Solid GT Class C Restricted Units were held by employees and consultants of Solid GT. See Note 12, *Equity-Based Compensation*, for additional information.

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3. Merger and Recapitalization—(Continued)

Since there was no change in control in connection with the Solid GT merger, the exchange of Solid GT Class B Units, Class C Restricted Units and Class D Units was accounted for as an equity transaction. In addition, because Solid GT Class D Units represented preferred units with preference over the other classes of Solid GT Units, the difference between the carrying value of the Solid GT Class D Units and the fair value of Junior Preferred Units was recorded as a deemed dividend in members' deficit, which impacts net loss attributable to common unitholders. See Note 15, *Net Loss Per Unit*, for additional information.

(c) Exchange of the Company's existing Redeemable Preferred Units and Series A Common Units

In connection with the Merger and Recapitalization, the Company exchanged its existing Redeemable Preferred Units and Series A Common Units as follows:

- 17,100,000 Redeemable Preferred Units of the Company were exchanged for 12,219,299 Series A Common Units of the Company. See Note 10, *Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units*, for additional information.
- 4,560,000 Series A Common Units of the Company were exchanged for 3,258,480 Series B Common Units of the Company. See Note 11, *Members Deficit*, for additional information.
- 563,917 Series A Common Units of the Company were exchanged for 402,963 Series D Common Units of the Company. See Note 11, *Members Deficit*, for additional information.

The table below displays the pre-merger and post-merger capitalization structure of the Company:

Pre-Merger and Recapitalization			Post-Merger and Recapitalization		
Entity	Class	Issued	Entity	Class	Issued
Company	Redeemable Preferred	17,100,000	**Company**	Series A Common	12,219,299
Company	Series A Common (Founders)	4,560,000	**Company**	Series B Common	3,258,480
Company	Series A Common (Others)	563,917	**Company**	Series D Common	402,963
Solid GT	Class A Voting	450,000		Ceased to exist	
Solid GT	Class B Non-Voting	50,000	**Company**	Series C Common	1,635,916
Solid GT	Class C Non-Voting	33,107	**Company**	Series D Common	1,083,205
Solid GT	Class D Voting	134,920	**Company**	Junior Preferred	4,414,356
Company (Total)	Common Units (Series A)	5,123,917	**Company (Total)**	Common Units (Series A, B, C and D)	18,599,863

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4. Fair Value of Financial Assets and Liabilities

The following tables present information about the Company's assets and liabilities that are measured at fair value on a recurring basis and indicate the level of the fair value hierarchy utilized to determine such fair values:

	Fair Value Measurements as of December 31, 2015 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Available for sale securities	$ —	$ 26,792	$—	$ 26,792
Liabilities:				
Redeemable Preferred Unit tranche liability	$ —	$—	$ 12,004	$ 12,004

	Fair Value Measurements as of December 31, 2016 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Available for sale securities	$ —	$ 29,980	$ —	$ 29,980

	Fair Value Measurements as of March 31, 2017 Using:			
	Level 1	Level 2	Level 3	Total
		(unaudited)		
Assets:				
Available for sale securities	$ —	$ 22,686	$ —	$ 22,686
Liabilities:				
Series 1 Senior Preferred Unit tranche liability	$ —	$—	$ 459	$ 459

As of December 31, 2015 and 2016 and March 31, 2017, the fair values of the Company's available-for-sale securities, which consisted of US government agency securities and corporate bond securities were determined using Level 2 inputs. During the years ended December 31, 2015 and 2016 and the three months ended March 31, 2016 and 2017, there were no transfers between Level 1, Level 2 and Level 3. A reconciliation of the liabilities measured at fair value using Level 3 significant unobservable inputs is included in Note 9, *Preferred Unit Tranche Right*s.

The fair value of the Company's cash, restricted cash, accounts payable, and accrued expenses and other current liabilities approximate their carrying value due to their short-term maturities.

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5. Available-for-Sale Securities

As of December 31, 2015 and 2016 and March 31, 2017, the fair value of available-for-sale securities by type of security was as follows:

	December 31, 2015			
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
Investments:				
US government agency securities	$ 22,273	$ 2	$ (7)	$22,268
Corporate bond securities	4,529	—	(5)	4,524
	$ 26,802	$ 2	$ (12)	$26,792

	December 31, 2016			
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
Investments:				
US government agency securities	$ 11,579	$ 11	$ —	$11,590
Corporate bond securities	18,378	21	(9)	18,390
	$ 29,957	$ 32	$ (9)	$29,980

	March 31, 2017 (unaudited)			
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
Investments:				
US government agency securities	$ 7,869	$ —	$ —	$ 7,869
Corporate bond securities	14,817	—	—	14,817
	$ 22,686	$ —	$ —	$22,686

The estimated fair value and amortized cost of the Company's available-for-sale securities by contractual maturity are summarized as follows:

	December 31, 2015		December 31, 2016	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due in one year or less	$ 10,044	$10,047	$ 28,732	$28,757
Due after one year through two years	16,758	16,745	1,225	1,223
Total available-for-sale securities	$ 26,802	$26,792	$ 29,957	$29,980

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5. Available-for-Sale Securities—(Continued)

The estimated fair value and amortized cost of the Company's available-for-sale securities by contractual maturity are summarized as follows:

	March 31, 2017	
	Amortized Cost	Fair Value
	(unaudited)	
Due in one year or less	$ 22,686	$22,686
Total available-for-sale securities	$ 22,686	$22,686

The average maturity of the Company's available-for-sale securities as of December 31, 2015 and 2016 and March 31, 2017 was approximately one year, 0.5 years and 0.3 years, respectively.

6. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

	December 31,		
	2015	2016	March 31, 2017 (unaudited)
Prepaid research and development expenses	$221	$2,079	$ 1,665
Prepaid expenses and other assets	88	235	465
	$309	$2,314	$ 2,130

7. Property and Equipment

Property and equipment consists of the following:

	December 31,		
	2015	2016	March 31, 2017 (unaudited)
Furniture and fixtures	$—	$ 61	$ 61
Laboratory equipment	—	195	450
Leasehold improvements	—	68	68
Computer equipment	—	68	77
Construction in process	—	116	—
	—	508	656
Less accumulated depreciation	—	56	107
	$—	$452	$ 549

Depreciation expense was $56 for the year ended December 31, 2016 and $51 for the three months ended March 31, 2017. There was no depreciation for the year ended December 31, 2015 and the three months ended March 31, 2016.

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8. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

	December 31, 2015	December 31, 2016	March 31, 2017 (unaudited)
Accrued research and development	$ 892	$ 1,953	$ 1,736
Accrued compensation	260	1,167	401
Deferred funding from charitable organizations	—	345	547
Accrued other	160	424	595
	$ 1,312	$ 3,889	$ 3,279

9. Preferred Unit Tranche Rights

Included in the terms of the Redeemable Preferred Unit Purchase Agreement and the Series 1 Senior Preferred Unit Agreement were Tranche Rights which obligate the investors to purchase additional preferred units under certain conditions. The Tranche Rights also provide the investors with the right to purchase these additional units. The Company concluded that the Tranche Rights met the definition of a freestanding financial instrument as the Tranche Rights were legally detachable and separately exercisable from the Redeemable Preferred Units and the Series 1 Senior Preferred Units. Therefore, the Company allocated the net proceeds to each Tranche Right and the Redeemable Preferred Units or the Series 1 Senior Preferred Units based on the fair value at the date of issuance with the remaining proceeds being allocated to the Redeemable Preferred Units or Series 1 Senior Preferred Units.

For the year ended December 31, 2015 and through the final settlement date in October 2016, the Company estimated the fair value of the Redeemable Preferred Unit Tranche Right based on the probability of closing the tranches and the estimated future value of the Redeemable Preferred Units. The Redeemable Preferred Unit Tranche Right was recorded as a liability as the purchase price of the additional Redeemable Preferred Units is less than the estimated fair value of the Redeemable Preferred Units at the expected settlement date. Upon settlement, the Redeemable Preferred Unit Tranche Right is reclassified to Redeemable Preferred Units. In October 2016, the Redeemable Preferred Unit Tranche Right was settled and no Redeemable Preferred Unit Tranche Right was outstanding subsequent to October 2016.

The estimated fair value of the Series 1 Senior Preferred Unit Tranche Right was determined using a probability-weighted present value model that considered the probability of closing the tranche through achievement of the preclinical milestones, estimated to be 50%, and the estimated future value of Series 1 Senior Preferred Units at closing. The Company converted future values to present value using a discount rate appropriate for probability adjusted cash flows. The estimates are based, in part, on subjective assumptions. Changes to these assumptions can have a significant impact on the fair value of the Series 1 Senior Preferred Unit Tranche Right. The Series 1 Senior Preferred Unit Tranche Right is outstanding as of March 31, 2017.

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9. Preferred Unit Tranche Rights—(Continued)

A roll-forward of the tranche right is as follows:

	Redeemable Preferred Unit Tranche Right	Series 1 Senior Preferred Unit Tranche Right
Balance at December 31, 2014	$ 35,909	$ —
Change in fair value	103	—
Reclassification to preferred units	(24,008)	—
Balance at December 31, 2015	12,004	—
Change in fair value	(1,163)	—
Reclassification to preferred units	(10,841)	—
Balance at December 31, 2016	—	—
Issuance	—	459
Balance at March 31, 2017 (unaudited)	$—	$ 459

10. Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units

Redeemable Preferred Units

The Company has issued redeemable preferred units (“Redeemable Preferred Units”). The Redeemable Preferred Units are classified outside of members’ deficit because the units contain redemption features that are not solely within the control of the Company.

In December 2013, the Company issued 3,420,000 Redeemable Preferred Units at an issuance price of $1.00 per unit for proceeds of $3,420.

In December 2014, the Company issued 3,420,000 Redeemable Preferred Units at an issuance price of $1.00 per unit for proceeds of $3,420.

In October 2015, the Company issued 6,840,000 Redeemable Preferred Units at an issuance price of $1.00 per unit for proceeds of $6,840.

In November and December 2016, the Company issued an aggregate of 3,420,000 Redeemable Preferred Units at $1.00 per unit for proceeds of $3,420.

On March 29, 2017, the Redeemable Preferred Units were exchanged to Series A Common Units. See Note 3, *Merger and Recapitalization*, for additional information. The Redeemable Preferred Units, which are carried at fair value due to their fair value redemption feature, were remeasured for a final time to their redemption value on March 29, 2017 and then were reclassified to members’ deficit.

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10. Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units—(Continued)

Redeemable Preferred Units consisted of the following:

	Authorized	Issued and Outstanding	Carrying Value	Liquidation Preference
At December 31, 2015	60,000,000	13,680,000	$61,697	$ 61,697
At December 31, 2016	60,000,000	17,100,000	$71,649	$ 55,746
At March 31, 2017 (unaudited)	—	—	—	—

The holders of the Redeemable Preferred Units had the following rights and preferences:

Tranche Right

The Redeemable Preferred Unit Tranche Right obligates the holders to purchase, and provides the holders with the right to purchase, additional Redeemable Preferred Units, under certain circumstances. The Redeemable Preferred unitholders purchased these additional units in 2015 and 2016. In October 2016, the Redeemable Preferred Unit Tranche Right was settled with the closing of the Redeemable Preferred Unit financing. See Note 9, *Preferred Unit Tranche Rights*, for additional information.

Redemption

The Redeemable Preferred Units were redeemable on or after December 27, 2022 at the option of the Redeemable Preferred unitholder. The Redeemable Preferred Units were redeemable at the fair market value on the redemption date.

Conversion

The Redeemable Preferred Units had no conversion rights.

Voting Rights

The holders of Redeemable Preferred Units are entitled to vote as a single class with the holders of the Series A Common Units on certain matters, including the election of managers, with each Redeemable Preferred Unit and Series A Common Unit carrying one vote per unit.

Distributions

The Company's Board of Managers has authority to determine the amount, if any, of proceeds available for distribution to the unitholders. Prior to the conversion of the Redeemable Preferred Units on March 29, 2017, such proceeds were to be distributed in accordance with the following order of priority:

- First, to the holders of Redeemable Preferred Units, pro rata in proportion to the remaining amount to be distributed to each such holder, until each such holder has received distributions in an amount equal to the cumulative capital contributions since inception in respect of the Redeemable Preferred Units.

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10. Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units—(Continued)

- Thereafter, to all Redeemable Preferred Unitholders, Series A Common Units held by the Company's founders, Series A Common Units issued to non-founders between December 27, 2013 and December 26, 2014, and vested Series A Restricted Common Unitholders issued subsequent to December 26, 2014 pro rata in proportion to their percentage interest at the time of distribution.

No distributions were made in 2015 or 2016 or during the three months ended March 31, 2017.

Liquidation

In the event of any liquidation, dissolution, or winding-up of the Company, the assets of the Company will be distributed in accordance with the same order of priority as distributions.

Series 1 Senior Preferred Units

On March 29, 2017, the Company issued 2,500,000 Series 1 Senior Preferred Units at an issuance price of $10.00 per unit for proceeds of $25,000. See Note 3, *Merger and Recapitalization*, for additional information.

Series 1 Senior Preferred Units consist of the following:

	Authorized	Issued and Outstanding	Carrying Value	Liquidation Preference	Common Units Issuable Upon Conversion
At March 31, 2017 (unaudited)	2,500,000	2,500,000	$25,000	$ 25,000	2,500,000

Junior Preferred Units

On March 29, 2017, 134,920 Solid GT Class D Units were exchanged for 4,414,356 Junior Preferred Units of the Company. See Note 3, *Merger and Recapitalization*, for additional information.

Junior Preferred Units consisted of the following:

	Authorized	Issued and Outstanding	Carrying Value	Liquidation Preference
At March 31, 2017 (unaudited)	4,414,356	4,414,356	$44,177	$ 42,500

The holders of the Series 1 Senior Preferred Units and Junior Preferred Units have the following rights and preferences:

Tranche Right

The holders of Series 1 Senior Preferred Units are obligated to purchase 1,973,430 Series 2 Senior Preferred Units at $12.67 per unit for gross proceeds of $25,000 in the event the Company achieves certain pre-clinical milestones. In addition, the holders of a majority of the Series 1 Senior Preferred Units have the right to require

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10. Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units—(Continued)

the holders of the Series 1 Senior Preferred Units to purchase the Series 2 Senior Preferred Units at any time prior to September 1, 2017. The Series 1 Tranche Right is subject to certain transfer rights. See Note 9, *Preferred Unit Tranche Rights*, for additional information.

The holders of the Junior Preferred Units do not have any tranche rights.

Redemption

The Series 1 Senior Preferred Units are redeemable on or after March 29, 2022 at the option of the holder at a redemption price equal to the original purchase price of $10.00 per unit plus any declared but unpaid distributions. The Company has presented Series 1 Senior Preferred Units outside of permanent equity since the redemption of Series 1 Senior Preferred Units is outside the control of the Company.

The consent of the Junior Preferred unitholders along with Series 1 Senior Preferred unitholders can effect a deemed liquidation event. Therefore, the Company has presented the Junior Preferred Units outside of permanent equity.

Voting Rights

The holders of the Series 1 Senior Preferred Units and Junior Preferred Units are entitled to vote together, and not as separate classes, with each Series 1 Senior Preferred Unit, Junior Preferred Unit, Series A Common Unit and Series B Common Unit carrying one vote per unit.

Subject to maintaining certain ownership levels, the Series 1 Senior Preferred unitholders as a class are entitled to elect one of the eight board members while such units are outstanding. The Junior Preferred unitholders as a class are entitled to elect two of the eight board members while such units are outstanding.

Dividends

The holders of Series 1 Senior Preferred Units are entitled to an 8% annual dividend based on the Series 1 Senior Preferred Unit issuance price of $10.00 per unit, when and if declared by the Board of Managers. No dividends were declared or paid to Series 1 Senior Preferred unitholders.

The holders of the Junior Preferred Units are entitled to an 8% annual dividend based on the Junior Preferred Unit issuance price of $9.63 per unit, when and if declared by the Board of Managers. No dividends were declared or paid to Junior Preferred unitholders.

Distributions

The Company’s Board of Managers has authority to determine the amount, if any, of proceeds available for distribution. Such proceeds are to be distributed in accordance with the following order of priority:

- First, the Series 1 Senior Preferred and the Junior Preferred unitholders are entitled to an amount distributed, on a pro rata basis, equal to the Series 1 Senior Preferred Unit price of $10.00 per unit and any declared but unpaid Series 1 Senior Preferred dividends and the Junior Preferred Unit price of $9.63 per unit and any declared but unpaid Junior Preferred dividends, respectively.

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10. Redeemable Preferred Units, Series 1 Senior Preferred Units and Junior Preferred Units—(Continued)

- Second, the Series A, B, C and D Common unitholders are entitled to an amount distributed, on a pro rata basis, subject to certain limitations, until the cumulative amount distributed with respect to one Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Junior Preferred Unit.
- Third, the Junior Preferred unitholders and the Series A, B, C and vested D Common unitholders are entitled to an amount distributed on a pro rata basis, subject to certain limitations, until the cumulative amount distributed with respect to one Junior Preferred Unit, Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Series 1 Senior Preferred Unit.
- Fourth, the Junior Preferred and the Series A, B, C and vested D Common unitholders are entitled to participate on a pro rata basis in cumulative distributions, subject to certain limitations, in the remaining proceeds available for distribution.

In the event that the Company issues Series 2 Senior Preferred Units, the Series 2 Senior Preferred unitholders are entitled to cumulative amounts distributed equal to the Series 2 Senior Preferred Unit price of $12.67 per unit and any declared but unpaid Series 2 Senior Preferred cumulative dividends, prior to and with priority over any distributions to any other unitholders. In addition, upon the issuance of the Senior Series 2 Preferred units, the holders of the Junior Preferred Units will no longer share pro rata in the order of distributions with the Senior Series 1 Preferred unitholders and will be subordinate to distributions made to Series 1 Senior Preferred unitholders.

No distributions were made during the three months ended March 31, 2017.

Liquidation

In the event of any liquidation, dissolution, or winding-up of the Company, the assets of the Company will be distributed in accordance with the same order of priority that applies to distributions.

Conversion

The holders of the Series 1 Senior Preferred Units have the right to convert their units into Series C Common units on a one-to-one basis prior to March 29, 2022.

Upon the closing of a qualified public offering on specific terms, or upon the request of the holders of a majority of each of the outstanding Series 1 Senior Preferred Units and Junior Preferred Units, the Company’s outstanding preferred units and common units will automatically convert into common shares.

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11. Members' Deficit

Series A, B, C and D Common Units

Series A, B, C and D Common Units consisted of the following:

	December 31, 2015		
	Authorized	Issued and Outstanding	Carrying Value
Series A Common Units	20,000,000	5,015,917	$ 208

	December 31, 2016		
	Authorized	Issued and Outstanding	Carrying Value
Series A Common Units	20,000,000	5,123,917	$ 558

	March 31, 2017 (unaudited)		
	Authorized	Issued and Outstanding	Carrying Value
Series A Common Units	12,219,299	12,219,299	$ 55,964
Series B Common Units	3,258,480	3,258,480	2,710
Series C Common Units	1,635,916	1,635,916	2,053
Series D Common Units	3,075,814	1,536,168	2,187
	20,189,509	18,649,863	$ 62,914

Series A Common Units

Founders Series A Common Units

On December 27, 2013, the Company issued 4,560,000 restricted Series A Common Units to its founders with time-based vesting conditions. Unvested units of Series A Common Units may not be sold or transferred by the holder. These restrictions lapse according to the time-based vesting conditions of each award. At December 31, 2015 and 2016, 2,280,000 and 3,420,000 restricted Series A Common Units were vested. The aggregated intrinsic value of the restricted Series A Common Units that vested during the year ended December 31, 2016 was $3,306. There were no restricted Series A Common Units that vested during the three months ended March 31, 2017.

On March 29, 2017, in connection with the Merger and Recapitalization, the 4,560,000 founders' restricted Series A Common Units were exchanged for 3,258,480 restricted Series B Common units. All restricted Series B Common Units will continue to vest pursuant to the original vesting terms under the restricted Series A Common Units agreements and the Company will continue to recognize compensation expense over the related service period.

In addition, in connection with the exchange of the founders' restricted Series A Common Units into restricted Series B Common Units, the Company recognized $2,710 of equity based compensation expense for vested

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11. Members' Deficit—(Continued)

units, which represents the incremental fair value of the units before and after the Merger and Recapitalization. The Company will record additional compensation expense in the amount of $904 over the remaining vesting period of the Series B Common units.

Non-Founder Series A Common Units

In March and November 2014, the Company issued 169,667 restricted Series A Common Units at a per unit value of $2.59 to certain employees and consultants.

In September and November 2015, the Company issued 305,000 restricted Series A Common Units at a per unit values between $2.39 and of $2.65 to certain employees.

In May and September 2016, the Company issued 60,000 restricted Series A Common Units at a per unit values between $2.03 and $2.14 to certain employees.

In December 2016, the Company issued 48,000 restricted Series A Common Units at a per unit value of $2.25 to certain employees.

On March 29, 2017, in connection with the Merger and Recapitalization, 563,917 non-founder restricted Series A Common Units were exchanged for 402,963 restricted Series D Common Units. All restricted Series D Common Units will continue to vest pursuant to their original vesting period, which was generally four years, under the restricted Series A Common Units agreement, and the Company will continue to recognize compensation expense over the related service period.

In addition, in connection with the exchange of the non-founders' restricted Series A Common Units into restricted Series D Common Units, the Company recognized $140 of equity-based compensation expense for vested units, which represents the incremental fair value of the units before and after the Merger and Recapitalization. The Company will record additional compensation expense in the amount of $115 over the remaining vesting period of the Series D Common units.

The holders of the Series A, B, C and D Common Units are entitled to the following rights and priorities:

Voting Rights

Holders of Series A and B Common Units have the right to one vote per unit held by such member. The Series A Common unitholders as a class are entitled to elect two of the eight board members while such units are outstanding. The Series B Common unitholders as a class are entitled to elect three of the eight board members while such units are outstanding

Holders of Series C and D Common Units do not have the right to vote for the election of board members.

Redemption

The Series A, B, C and D Common Units are not redeemable.

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11. Members' Deficit—(Continued)

Distributions and Liquidation Preference

The holders of the Series A, B, C and D Common Units are entitled to participate in distributions after preferential distributions are made to the Series 1 Senior Preferred and Junior Preferred unitholders as follows:

- The Series A, B, C and D Common unitholders are entitled to participate in distributions on a pro rata basis, subject to certain limitations, until the cumulative amount distributed with respect to one Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Junior Preferred Unit.
- The Junior Preferred unitholders and the Series A, B, C and D Common unitholders are entitled to participate in distributions on a pro rata basis, subject to certain limitations, until the cumulative amount distributed with respect to one Junior Preferred Unit, Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Series 1 Senior Preferred Unit.
- All unitholders are entitled to participate on a pro rata basis in cumulative distributions, subject to certain limitations, in the remaining proceeds available for distribution.

No distributions were made to the Series A, B, C or D Common unitholders during the years ended December 31, 2015 and 2016 and during the three months ended March 31, 2017.

12. Equity-Based Compensation

The Company adopted the Solid Ventures, LLC Equity Incentive Plan (the "Plan") on January 1, 2015, which provided for the issuances of up to 1,140,000 Series A Common Units under the Plan. The Company has granted Series A Common Units with time-based vesting conditions. Unvested Series A Common Units may not be sold or transferred by the holder. These restrictions lapse according to the time-based vesting conditions of each award. As of December 31, 2016, 576,083 units were available for future grants under the Plan.

On March 29, 2017, the Company amended the Solid Ventures, LLC Equity Incentive Plan and changed the name of the Plan to the Solid Biosciences, LLC Amended and Restated Equity Incentive Plan (the "Amended Plan") and increased the number of Series D Common Units available for issuance under the Amended Plan from 1,140,000 to 2,971,949 units.

As of March 31, 2017, 1,423,511 Series D Common Units were available for future grants under the Amended Plan.

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12. Equity-Based Compensation—(Continued)

The following table summarizes the Company's restricted Series A Common Unit activity since December 31, 2015:

	Units	Weighted-Average Grant Date Fair Value
Unvested restricted Series A Common Units at December 31, 2015	413,500	$ 2.53
Issued	108,000	2.17
Vested	(115,987)	2.53
Unvested restricted Series A Common Units at December 31, 2016	405,513	2.43
Vested	(44,377)	2.49
Unvested restricted Series A Common Units at March 29, 2017 (unaudited)	361,136	2.43
Exchange of unvested restricted Series A Common Units to restricted Series D Common Units	258,060	3.39
Issuance of unvested restricted Series D Common units	50,000	3.08
Unvested restricted Series D Common Units at March 31, 2017 (unaudited)	308,060	$ 3.34

The aggregate intrinsic value of restricted Series A Common Units that vested during the year ended December 31, 2016 was $16. The aggregate intrinsic value of restricted Series D Common units that vested during the three months ended March 31, 2017 was $66.

At December 31, 2016, there was $864 of unrecognized equity-based compensation related to unvested Series A Common Units, which is expected to be recognized over a weighted average period of 2.8 years. At March 31, 2017, there was $4,382 of unrecognized equity-based compensation related to Series D Common Units, which is expected to be recognized over a weighted average period of 2.3 years.

The Company's Board of Managers approved the issuance of up to 135,781 Series D Common Units to employees upon the achievement of certain events. If those events occur, the Series D Common Units will be issued and vest in accordance with their time-based vesting conditions, which is generally four years.

The Solid GT LLC Agreement provides for the issuance of up to 55,555 Class C Restricted Common Units. The Company has granted Class C Restricted Common Units with time-based vesting conditions. Unvested Class C Restricted Common Units may not be sold or transferred by the holder. These restrictions lapse according to the time-based vesting conditions of each award. As of December 31, 2016, 22,073 units were available for future grants.

On March 29, 2017, the Solid GT LLC Equity Incentive Plan was terminated and all Class C Restricted Common Units were exchanged for Series D Common Units of the Company with no change in vesting conditions.

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12. Equity-Based Compensation—(Continued)

The following table summarizes the Solid GT Class C Restricted Common Unit activity since December 31, 2015:

	Units	Weighted-Average Grant Date Fair Value
Unvested Class C Restricted Units at December 31, 2015	17,245	$ 92.86
Issued	12,830	110.30
Vested	(9,081)	86.01
Forfeited	(1,597)	97.24
Unvested Class C Restricted Units at December 31, 2016	19,397	107.24
Vested	(3,764)	100.20
Unvested Class C Restricted Units at March 29, 2017 (unaudited)	15,633	$ 108.94
Exchange of Unvested Class C Restricted Units into Series D Common Units of the Company at March 29, 2017 (unaudited)	511,485	$ 3.34
Unvested Restricted Series D Common Units at March 31, 2017 (unaudited)	511,485	$ 3.34

The aggregate intrinsic value of Solid GT Class C Common Units that vested during the years ended December 31, 2016 was $335. The aggregate intrinsic value of restricted Class C Restricted Common Units that vested during the three months ended March 31, 2017 was $58.

At December 31, 2016, there was $2,853 of unrecognized equity-based compensation, which is expected to be recognized over a weighted average period of 2.6 years.

The Company recorded equity-based compensation expense related to the Company's restricted Series A Common Units, restricted Series D Common Units and Solid GT Class C Common Units, in the following expense categories of its consolidated statements of operations:

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Research and development expenses	$749	$1,262	$ 295	$ 393
General and administrative expenses	15	208	53	2,837
	$764	$1,470	$ 348	$ 3,230

13. Commitments and Contingencies

Operating Lease

The Company leases office and laboratory space under an operating lease agreement. The lease expires in January 2018 with no extension periods.

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13. Commitments and Contingencies—(Continued)

During the years ended December 31, 2015 and 2016 and the three months ended March 31, 2016 and 2017, the Company recognized $108, $270, $60 and $95, respectively, of rental expense related to office and laboratory space.

Future minimum lease payments for this operating lease as of December 31, 2016 were as follows:

Year Ending December 31,	
2017	$ 288
2018	25
Total	$ 313

Letter of Credit

The Company has an outstanding letter of credit in the amount of $65 at December 31, 2016, which was required as a condition of the Company's office and laboratory lease.

Indemnification Agreements

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its Board of Managers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as managers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. To date, the Company has not incurred any material costs as a result of such indemnification arrangements.

The Company does not believe that the outcome of any claims under indemnification arrangements will have a material effect on its financial position, results of operations or cash flows, and it has not accrued any liabilities related to such obligations in its consolidated financial statements as of December 31, 2015 and 2016 and March 31, 2017.

Contingencies

In the first quarter of 2017, the Company terminated the development, manufacturing and testing agreement (the "Agreement") it entered into in January 2016 with a third-party. The Company and the third-party are in dispute regarding the remaining amounts owned by the Company to the third-party under the Agreement. The range of possible loss is estimated to be between $600 and $1,500, and an estimated liability of $600 has been established for this matter in the accompanying consolidated balance sheet as of March 31, 2017.

14. License Agreements

University of Washington License Agreement

In 2015, the Company entered into a license agreement with the University of Washington, acting through UW CoMotion, under which the Company obtained an exclusive, royalty-bearing, sublicensable, worldwide license

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14. License Agreements—(Continued)

under a patent application owned by the University of Washington relating to novel micro-dystrophins and all patents claiming priority to such patent to develop, manufacture, and commercialize products for use in the treatment of DMD and related disease indications caused by a lack of functional dystrophin. The Company has the right to grant sublicenses to third parties contingent upon written approval by the University of Washington prior to executing such sublicense, which approval may not be unreasonably withheld.

In consideration for the rights granted by the agreement, the Company paid a one-time, non-refundable license fee, which was recorded as a research and development expense in 2015. The Company is required to reimburse the University of Washington for costs incurred in applying for, prosecuting and maintaining patents and pay up to an aggregate of approximately $1 million upon the achievement of certain milestones. There were no milestones achieved as of December 31, 2015 and 2016 and March 31, 2017. The Company must also pay royalties of a low single digit percentage of future sales by us and our sublicensees of products developed under the licensed patent rights. In addition, the Company must pay an annual maintenance fee until certain milestones are achieved, at which time a minimum annual royalty requirement will replace such maintenance fee and will apply to the Company and its sublicensees.

The license agreement remains in effect until the expiration of the last-to-expire patent licensed under the agreement. The Company may terminate the agreement at any time upon providing sixty days' written notice to the University of Washington. The University of Washington may terminate the agreement upon the Company's uncured, material breach of the agreement or if the Company enters into an insolvency-related event.

The Company recorded research and development expense in the amount of $25 for the year ended December 31, 2015. There was no research and development expense for the year ended December 31, 2016, and for the three months ended March 31, 2016 and 2017 under the agreement.

The University of Missouri License Agreement

In 2015, the Company entered into a license agreement with the Curators of the University of Missouri, or the University of Missouri, a public corporation of Missouri, under which the Company obtained an exclusive, royalty-bearing, sublicensable, worldwide license under certain patent and patent applications owned by the University of Missouri relating to a novel synthetic microdystrophin gene to make, sell and distribute products for use in the treatment of DMD and related disease indications resulting from a lack of functional dystrophin.

In consideration for the rights granted by the agreement, the Company paid a one-time, non-refundable license fee, which was recorded as a research and development expense in 2015. The Company is required to reimburse the University of Missouri for costs incurred in applying for, prosecuting and maintaining the licensed patents and pay up to an aggregate of approximately $1 million upon the achievement of certain milestones for each product developed based on the licensed patents. There were no milestones achieved as of December 31, 2015 and 2016 and March 31, 2017. The Company must pay a royalty of a low single digit percentage of future sales or by its sublicensees of products developed using the licensed patents. In addition, the Company must pay an annual maintenance fee until certain milestones are achieved, after which time a minimum annual royalty will replace such maintenance fee.

Under the agreement, the Company granted the University of Missouri a non-exclusive, royalty-free, irrevocable, paid-up license, with the right to grant sublicenses to non-profit, academic, educational or governmental

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14. License Agreements—(Continued)

institutions, to practice and use improvements made by the Company using the licensed patent rights, solely for non-commercial research purposes.

The license agreement remains in effect until the expiration of the last-to-expire patent or the abandonment of the last to be abandoned patent application licensed under the agreement. The University of Missouri may terminate the agreement, or render the license granted thereunder non-exclusive, in individual countries if the Company's sublicensees fail to achieve certain milestones. The Company may terminate the license agreement at any time upon providing six months' written notice to the University of Missouri and paying a termination fee. Each of the University of Missouri and the Company may also terminate the agreement for an uncured default or breach of the agreement by the other party. The Company's ability to cure such breach only applies to the first two notices of such breach provided by the University of Missouri, and thereafter, the University of Missouri may terminate the agreement for the Company's default or breach of the agreement upon thirty days' written notice without an opportunity to cure such default or breach.

The Company recorded research and development expense in the amount of $40 for the year ended December 31, 2015. There was no research and development expense for the year ended December 31, 2016 and the three months ended March 31, 2016 and 2017 under the agreement.

The University of Michigan License Agreement

In 2016, the Company entered into a license agreement with the Regents of the University of Michigan, or the University of Michigan, a constitutional corporation of Michigan, under which the Company obtained an exclusive, royalty-bearing, sublicensable, worldwide license to make, sell and distribute products under certain patents owned by the University of Michigan related to microdystrophin and utrophin spectrin-like nucleic acid sequences for any use that, but for this agreement, would comprise an infringement of a valid claim included in the licensed patent rights.

In consideration for the rights granted by the agreement, we paid a one-time license fee and a separate fee to cover past patent prosecution costs, which we recorded as a research and development expense in 2016. We are required to reimburse the University of Michigan for costs incurred in applying for, prosecuting and maintaining patents, and pay up to an aggregate of approximately $1 million upon the achievement of certain milestones. There were no milestones achieved as of December 31, 2016 and March 31, 2017. The Company must also pay a royalty on future sales by us or our sublicensees of products developed using the licensed rights, with a minimum annual royalty after certain milestones are achieved. In addition, the Company must pay an annual maintenance fee in any year in which the minimum annual royalty is not reached.

Under the agreement, the University of Michigan reserves for itself and its affiliates the right to use the licensed rights for non-commercial research, public service, internal and educational purposes and the right to grant the same limited non-commercial rights to other non-profit research institutions.

The license agreement remains in effect until the expiration of the last-to-expire patent licensed under the agreement. The University of Michigan may terminate the agreement upon the Company's uncured material breach of the agreement, including failure to make required payments under the agreement or to achieve certain milestones, or if the Company becomes insolvent or bankrupt. The Company may terminate the license agreement at any time upon providing sixty days' written notice to the University of Michigan.

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14. License Agreements—(Continued)

The Company recorded and research and development expense in the amount of $145, $145 and $0 for the year ended December 31, 2016 and the three months ended March 31, 2016 and 2017, respectively, under the agreement.

Harvard College License Agreement

In 2016, the Company entered into a license agreement with the President and Fellows of Harvard College, or Harvard College, under which the Company obtained a non-exclusive, royalty-bearing, sublicensable, worldwide license to use certain intellectual property owned by Harvard College to develop, manufacture, and commercialize products for use in the treatment of DMD.

In consideration for the rights granted by the agreement, the Company paid a one-time, non-refundable license fee, which was recorded as a research and development expense in 2016. The Company is required to pay an annual license maintenance fee until certain milestones are achieved, after which time the annual maintenance fee will increase annually. Such annual maintenance fee will further increase if the Company grants certain rights to a sublicensee or strategic partner with whom the Company collaborates on the development and commercialization of licensed products. The annual maintenance fee is creditable against royalty payments. The Company also must pay a milestone payment within thirty days after achieving certain milestones. There were no milestones achieved as of December 31, 2016 and March 31, 2017. The Company must pay a royalty on future sales by us or our sublicensees of products developed using the licensed technology.

The license agreement remains in effect for an initial term of fifteen years, with automatic three-year renewal periods thereafter unless one of the parties provides notice of non-renewal. The Company may terminate the license agreement at any time upon providing sixty days' written notice to Harvard College. Harvard College may terminate the agreement in the event the Company becomes bankrupt or insolvent. Both Harvard College and the Company may also terminate the agreement for an uncured material breach of the agreement by the other party.

The Company recorded research and development expense in the amount of $45 and $0 for the year ended December 31, 2016 and the three months ended March 31, 2017, respectively, under the agreement.

Other License Agreements

In 2016, the Company entered into a license agreement with a biotechnology company, or the Licensor. In consideration for obtaining a non-exclusive, royalty-free, worldwide license to use certain technologies and associated know-how to develop product candidates, the Company paid a one-time, non-refundable license fee. This fee was recorded as a research and development expense in 2016. The license agreement will remain effective in perpetuity unless earlier terminated. The Licensor has the right to terminate the agreement upon our material, uncured breach of the agreement or in the event that it determines that continued performance of the agreement may violate any laws. The Company is obligated to diligently pursue regulatory approval necessary for the development, manufacture and sale of the licensed products. The Company has the right to terminate the agreement at any time upon providing thirty days' written notice to the Licensor.

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15. Net Loss per Unit

Basic and diluted net loss per common unit were calculated as follows:

The numerator for basic and diluted net loss per unit is as follows:

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Net loss	$ (6,664)	$ (23,773)	$(2,991)	$(13,875)
Net loss attributable to non-controlling interest	(287)	(2,234)	(311)	(1,060)
Net loss attributable to Solid Biosciences, LLC	$ (6,377)	$ (21,539)	$(2,680)	$(12,815)
Decretion (accretion) of preferred units to redemption value	(68)	4,309	1,027	(959)
Redemption of preferred units	—	—	—	15,685
Redemption of redeemable interest from non-controlling interest in Solid GT	—	—	—	(1,925)
Net loss attributable to common unitholders	$ (6,445)	$ (17,230)	$(1,653)	$ (14)

The denominator is as follows:

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Weighted average common units outstanding, basic and diluted	846,569	1,698,904	1,666,529	3,047,759

Net loss per unit attributable to common unitholders, basic and diluted is as follows:

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Net loss per unit attributable to common unitholders, basic and diluted	$ (7.61)	$ (10.14)	$ (0.99)	$ (0.01)

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15. Net Loss per Unit—(Continued)

The following potential common units, presented based on amounts outstanding at each period end, were excluded from the calculation of diluted net loss per share attributable to common unitholders for the periods indicated because including them would have had an anti-dilutive effect:

	Year Ended December 31,		Three Months Ended March 31,	
	2015	2016	2016	2017
			(unaudited)	
Series A common units	1,924,718	1,104,391	1,904,233	—
Series B common units	—	—	—	814,620
Series D common units	—	—	—	819,578
	1,924,718	1,104,391	1,904,233	1,634,198

16. Retirement Plan

The Company has a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. The plan covers substantially all employees who meet minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pretax basis. Company contributions to the plan may be made at the discretion of the Company's board of managers. The Company made no contributions to the plan during the years ended December 31, 2015 and 2016 or the three months ended March 31, 2017.

17. Subsequent Events

For its consolidated financial statements as of December 31, 2016 and for the year then ended, the Company evaluated subsequent events through August 4, 2017, the date on which those financial statements were available to be issued.

On May 31, 2017, the Company granted 394,336 restricted Series D Common units to employees and consultants, with restrictions which generally lapse over four years.

Until , 2017 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligations of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable in connection with the sale of common stock being registered. All amounts shown are estimates, except the Securities and Exchange Commission registration fee, the Financial Industry Regulatory Authority filing fee and the Exchange listing fee.

Securities and Exchange Commission registration fee	$	*
Financial Industry Regulatory Authority filing fee		*
Exchange listing fee		*
Legal fees and expenses		*
Accountants' fees and expenses		*
Printing expenses		*
Transfer agent and registrar fees and expenses		*
Miscellaneous		*
Total	$	*

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

We are incorporated under the laws of the state of Delaware. Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was an officer, director, employee or agent of such corporation, or is or was serving at the request of such person as an officer, director, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, or are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses that such officer or director has actually and reasonably incurred. Our charter and bylaws provide for the indemnification of our directors and officers to the fullest extent permitted under the Delaware General Corporation Law.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;

- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any act related to unlawful stock repurchases, redemptions or other distributions or payment of dividends; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not affect the availability of equitable remedies such as injunctive relief or rescission. Our charter also authorizes us to indemnify our officers, directors and other agents to the fullest extent permitted under Delaware law.

As permitted by Section 145 of the Delaware General Corporation Law, our bylaws provide that:

- we may indemnify our directors, officers and employees to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions;
- we may advance expenses to our directors, officers and employees in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions; and
- the rights provided in our bylaws are not exclusive.

Section 174 of the Delaware General Corporation Law provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved, or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the Delaware General Corporation Law, we have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by our board of directors. Under the terms of our indemnification agreements, we are required to indemnify each of our directors and officers, to the fullest extent permitted by the laws of the state of Delaware, if the basis of the indemnitee's involvement was by reason of the fact that the indemnitee is or was a director, or officer, of the company or any of its subsidiaries or was serving at the company's request in an official capacity for another entity. We must indemnify our officers and directors against (1) attorneys' fees and (2) all other costs of any type or nature whatsoever, including any and all expenses and obligations paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal) or preparing to defend, be a witness or participate in any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative, or establishing or enforcing a right to indemnification under the indemnification agreement. The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder. These indemnification provisions and the indemnification agreements may be sufficiently broad to permit indemnification of our officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act.

In addition, we have purchased a policy of directors' and officers' liability insurance that insures our directors and officers against the cost of defense, settlement or payment of a judgment in some circumstances.

The form of Underwriting Agreement, to be filed as Exhibit 1.1 hereto, provides for indemnification by the underwriters of us and our officers who sign this Registration Statement and directors for specified liabilities, including matters arising under the Securities Act.

Item 15. Recent Sales of Unregistered Securities.

During the three-year period preceding the date of filing of this registration statement, we have issued securities in the transactions described below without registration under the Securities Act.

Solid Biosciences, LLC

In the three years preceding the filing of this registration statement, Solid Biosciences, LLC issued the following securities that were not registered under the Securities Act (since January 1, 2014):

- We have granted 582,667 Series A Common Units to employees and consultants in consideration of services, of which 18,750 units were forfeited.
- We have granted 424,116 Series D Common Units to employees and consultants in consideration of services.
- We have issued and sold to investors an aggregate of 2,500,000 Series 1 Senior Preferred Units, for aggregate consideration of $25 million.

Pursuant to the Agreement and Plan of Merger by and between Solid Biosciences, LLC and Solid GT, LLC, dated as of March 29, 2017, units of Solid Biosciences LLC and units of Solid GT, LLC were exchanged for new series of units of Solid Biosciences LLC.

Solid GT, LLC

In the three years preceding the filing of this registration statement, Solid GT, LLC, a subsidiary of Solid Biosciences, LLC, issued the following securities that were not registered under the Securities Act (since January 1, 2014):

- We have granted 35,279 Class C Non-Voting Units to employees and consultants in consideration of services, of which 1,797 units were forfeited.
- We have sold to an investor 50,000 Class B Non-Voting Units, for aggregate consideration of $5 million.
- We have sold to investors an aggregate of 134,920 Class D Voting Units, for aggregate consideration of approximately $42,500,000.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering, and the Registrant believes each transaction was exempt from the registration requirements of the Securities Act in reliance upon Section 4(2) of the Securities Act or Regulation D promulgated under the Securities Act. Furthermore, the Registrant affixed appropriate legends to the share certificates and instruments issued in each foregoing transaction setting forth that the securities had not been registered and the applicable restrictions on transfer.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits. See the Exhibit Index attached to this Registration Statement, which is incorporated by reference herein.

(b) Financial Statement Schedules. None.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant

has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective; and

(2) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cambridge, in the State of Massachusetts, on this day of , 2017.

SOLID BIOSCIENCES, LLC

By: _____
Ilan Ganot
Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ilan Ganot and Jennifer Ziolkowski his or her true and lawful attorneys-in-fact and agents, with full power to act separately and full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
_____ Ilan Ganot	Chief Executive Officer and Director (Principal Executive Officer)	, 2017
_____ Jennifer Ziolkowski	Chief Financial Officer (Principal Financial and Accounting Officer)	, 2017
_____ Andrey Zarur, Ph.D.	Chairman of the Board of Directors	, 2017
_____ Matthew Arnold	Director	, 2017
_____ Robert Huffines	Director	, 2017
_____ Rajeev Shah	Director	, 2017
_____ Adam Stone	Director	, 2017
_____ Lynne Sullivan	Director	, 2017

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EXHIBIT INDEX

Exhibit number	Description
1.1*	Form of Underwriting Agreement
2.1	Agreement and Plan of Merger, dated March 29, 2017, by and between Solid Biosciences, LLC and Solid GT, LLC
2.2*	Form of Plan of Conversion
2.3*	Form of Agreement and Plan of Merger
2.4*	Form of Certificate of Conversion of Solid Biosciences, LLC
3.1	Third Amended and Restated Limited Liability Company Agreement, dated March 29, 2017
3.2*	Form of Certificate of Incorporation of Solid Biosciences Inc. (to be effective upon completion of the Registrant's conversion from a limited liability company to a corporation)
3.3*	Form of Bylaws of Solid Biosciences Inc. (to be effective upon completion of the Registrant's conversion from a limited liability company to a corporation)
4.1*	Form of Common Stock Certificate
5.1*	Opinion of Proskauer Rose LLP
10.1†	Employment Agreement, dated as of December 27, 2013, by and between Solid Ventures, LLC and Ilan Ganot
10.2†	Offer Letter, dated as of November 17, 2015, by and between Solid GT, LLC and Jorge A. Quiroz, M.D.
10.3†	Offer Letter, dated as of November 6, 2015, by and between Solid Biosciences, LLC and Alvaro Amorrortu
10.4*†	Advisory Agreement, dated as of December 28, 2013, by and between Solid Ventures, LLC and Andrey Zarur
10.5†	Solid Biosciences, LLC Amended and Restated Equity Incentive Plan
10.6*†	Solid Biosciences Inc. 2017 Omnibus Incentive Plan
10.7*†	Form of Award Agreements under the Solid Biosciences Inc. 2017 Omnibus Incentive Plan
10.8*	Form of Indemnification Agreement for Directors and Officers
10.9	Amended and Restated Registration Rights Agreement dated March 29, 2017 by and among Solid Biosciences, LLC and certain investors
10.10**	License Agreement, dated as of October 16, 2015, by and between Solid GT, LLC and the University of Washington
10.11**	License Agreement, dated as of March 10, 2016, by and between Solid GT, LLC and the Regents of the University of Michigan
10.12**	License Agreement, dated as of October 15, 2015, by and between Solid GT, LLC and The Curators of the University of Missouri
10.13**	License Agreement, dated as of November 20, 2016, by and between Solid Biosciences, LLC and Licensor
10.14**	License Agreement, dated as of June 23, 2016, by and between Solid GT, LLC and the President and Fellows of Harvard College
16.1	Letter from Katz, Nannis + Solomon, P.C., dated as of July 24, 2017, regarding change in certifying accountant

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Exhibit number	Description
21.1*	Subsidiaries of Solid Biosciences Inc.
23.1*	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
23.2*	Consent of Proskauer Rose LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included on signature page)

* To be filed by amendment.
† Indicates management contract or compensatory plan.
** Registrant has omitted and filed separately with the SEC portions of the exhibit pursuant to a confidential treatment request under Rule 406 promulgated under the Securities Act.

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

SOLID BIOSCIENCES, LLC

AND

SOLID GT, LLC

Dated as of March 29, 2017

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"**)** is made and entered into as of March 29, 2017, by and between Solid Biosciences, LLC, a Delaware limited liability company ("**Bio**"), and Solid GT, LLC, a Delaware limited liability company ("**GT**"). Each of the parties referred to above may be referred to herein as a "**Party**" and collectively as the "**Parties**." Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth on the Schedule of Defined Terms attached hereto, the terms, provisions and contents of which are hereby incorporated by reference herein and made part hereof.

RECITALS

WHEREAS, upon the terms and subject to the conditions set forth herein, Bio and GT desire to merge their respective businesses through a merger of GT with and into Bio; and

WHEREAS, the board of managers and the members of each of Bio and GT have approved this Agreement and the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in accordance with the Delaware Limited Liability Company Act (the "**Act**").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

MERGER; MERGER CONSIDERATION

Section 1. 1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of the Act, at the Effective Time, GT shall be merged with and into Bio (the "**Merger**") and the separate existence of GT shall cease. Following the Effective Time, Bio shall continue as the surviving company in the Merger (the "**Surviving Company**").

Section 1. 2 Closing; Effective Time.

(a) The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Proskauer Rose LLP, One International Place, Boston, MA 02110 at 10:00 a.m. (Eastern time) on the date of this Agreement, or at such other time or on such other date as the Parties may mutually agree. The date on which the Closing occurs is referred to herein as the "**Closing Date**."

(b) Contemporaneously with or as promptly as practicable after the Closing, the parties hereto shall cause a certificate of merger (the "**Certificate of Merger**"), conforming to the requirements of the Act, to be executed and filed with the Secretary of State of the State of

Delaware. The Merger shall become effective as of the time that the Certificate of Merger is filed with the Secretary of State of the State of Delaware or at such later date or time as may be agreed by the Parties in writing and specified in the Certificate of Merger in accordance with the Act (the effective time of the Merger being referred to herein as the "**Effective Time**").

Section 1. 3 Operating Agreement; Managers and Officers. At the Effective Time: (a) the certificate of formation of Bio shall continue as the certificate of formation of the Surviving Company, until thereafter changed or amended as provided therein or by applicable Law;

(b) the operating agreement of Bio shall be amended and restated as of the Effective Time substantially in the form attached as Exhibit A, and, as so amended, shall be the operating agreement of the Surviving Company (the "**A&R Bio Operating Agreement**") until thereafter changed or amended as provided therein or by applicable Law, and the Surviving Company Units and the holders thereof, including by operation of the Merger, shall be subject to the terms of the A&R Bio Operating Agreement; and

(c) the managers and officers of the Surviving Company as of the Effective Time shall be as set forth in the A&R Bio Operating Agreement, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be, in accordance with the terms of the A&R Bio Operating Agreement.

Section 1. 4 Effect of the Merger. The Merger shall have the effects set forth in the applicable provisions of the Act and as set forth in this Agreement.

(a) At the Effective Time, as a result of the Merger, each issued and outstanding Preferred Unit of Bio shall be converted into 0.7145789 Series A Common Units of the Surviving Company.

(b) At the Effective Time, as a result of the Merger, each issued and outstanding Series A Common Unit of Bio held by the Founders immediately prior to the Effective Time shall be converted into 0.7145789 Series B Common Units of the Surviving Company.

(c) At the Effective Time, as a result of the Merger, each issued and outstanding Series A Common Unit of Bio held by Persons other than the Founders immediately prior to the Effective Time shall be converted into 0.7145786 Series D Common Units of the Surviving Company.

(d) At the Effective Time, as a result of the Merger, each issued and outstanding Class A Voting Unit of GT shall be extinguished and shall cease to exist.

(e) At the Effective Time, as a result of the Merger, each issued and outstanding Class B Non-Voting Unit of GT shall be converted into 32.7183200 Series C Common Units of the Surviving Company.

(f) At the Effective Time, as a result of the Merger, each issued and outstanding Class C Non-Voting Unit of GT shall be converted into 32.7183080 Series D Common Units of the Surviving Company.

(g) At the Effective Time, as a result of the Merger, each issued and outstanding Class D Voting Unit of GT shall be converted into 32.7183220 Junior Preferred Units of the Surviving Company.

(h) From and after the Effective Time, all Bio Units and all GT Units issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and the holders thereof shall cease to have any rights with respect thereto, except the right to receive the Surviving Company Units as set forth in this Section 1.4.

(i) No fractional Units will be issued in connection with the Merger, and no certificates or scrip for any such fractional Units will be issued in connection with the Merger. Any Person who would otherwise be entitled to receive a fraction of a Unit in the Merger (after aggregating all fractional Units issuable to such Person in the Merger) will, in lieu of such fraction of a Unit, be paid in cash the dollar amount (rounded to the nearest whole cent), without interest, determined by multiplying such fraction by $10.00.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF BIO

Bio hereby represents and warrants to GT, with respect to the matters specified in this Article II:

Section 2. 1 Organization and Qualification. Bio is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Delaware. Bio is duly qualified to conduct its business under the Laws of the jurisdictions in which it does so except for any jurisdiction where the failure to be qualified would not, individually or in the aggregate, have a material adverse effect on Bio.

Section 2. 2 Authorization and Enforceability. Bio has the requisite limited liability company power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and each of the foregoing has been duly authorized by all necessary limited liability company action with respect to the Bio. This Agreement and the transactions contemplated hereby have been approved by the requisite holders of Bio Units and there is no other vote required by the holders of Bio Units or any other equity securities of Bio to approve this Agreement. This Agreement has been duly executed and delivered by Bio, and this Agreement, assuming the due authorization, execution and delivery by GT, will constitute, upon such execution and delivery hereof, the legal, valid and binding obligation of Bio, enforceable in accordance with its terms and conditions, except as such enforceability may be limited by the General Enforceability Exceptions.

Section 2. 3 No Violation. Neither the execution and delivery of this Agreement by Bio, nor the performance by Bio of its obligations hereunder, or the consummation of the transactions contemplated hereby (a) conflict with, violate or constitute a default under the Organizational Documents of Bio, (b) result in a material breach or default (with or without the giving of notice, the lapse of time or both) under, give rise to any right of termination, cancellation or acceleration of any rights or payment or increase or loss of any benefits under any of the terms, conditions or provisions of any material Contract to which Bio is a party or material license or material permit held by Bio, (c) result in the creation or imposition of any Lien upon any of the material properties or assets of Bio, or (d) conflict with or violate in any material respect any Laws applicable to Bio or by which any of its properties are bound, except, in each case, as would not, individually or in the aggregate, have a material adverse effect on Bio.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GT

GT hereby represents and warrants to Bio, with respect to the matters specified in this Article III:

Section 3. 1 Organization and Qualification. GT is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Delaware. GT is duly qualified to conduct its business under the Laws of the jurisdictions in which it does so except for any jurisdiction where the failure to be qualified would not, individually or in the aggregate, have a material adverse effect on GT.

Section 3. 2 Authorization and Enforceability. GT has the requisite limited liability company power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and each of the foregoing has been duly authorized by all necessary limited liability company action with respect to the GT. This Agreement and the transactions contemplated hereby have been approved by the requisite holders of GT Units and there is no other vote required by the holders of GT Units or any other equity securities of GT to approve this Agreement. This Agreement has been duly executed and delivered by GT, and this Agreement, assuming the due authorization, execution and delivery by Bio, will constitute, upon such execution and delivery hereof, the legal, valid and binding obligation of GT, enforceable in accordance with its terms and conditions, except as such enforceability may be limited by the General Enforceability Exceptions.

Section 3. 3 No Violation. Neither the execution and delivery of this Agreement by GT, nor the performance by GT of its obligations hereunder, or the consummation of the transactions contemplated hereby (a) conflict with, violate or constitute a default under the Organizational Documents of GT, (b) result in a material breach or default (with or without the giving of notice, the lapse of time or both) under, give rise to any right of termination, cancellation or acceleration of any rights or payment or increase or loss of any benefits under any of the terms, conditions or provisions of any material Contract to which GT is a party or material license or material permit held by GT, (c) result in the creation or imposition of any Lien upon any of the material properties or assets of GT, or (d) conflict with or violate in any material respect any Laws applicable to GT or by which any of its properties are bound, except, in each case, as would not, individually or in the aggregate, have a material adverse effect on GT.

ARTICLE IV

MISCELLANEOUS

Section 4. 1 **Notices, Consents, Etc**. Any notices, consents or other communications required to be sent or given hereunder by either of the Parties shall in every case be in writing and shall be deemed properly served if and when (a) delivered by hand, (b) transmitted by E-mail, or (c) delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, to the Parties at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to GT (prior to the Closing):

Solid GT, LLC
161 First Street, 3rd Floor
Cambridge, MA 02142
Attention: Ilan Ganot
E-mail:

with a copy to (which shall not constitute notice):

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attention: Daniel P. Finkelman
E-mail:

If to Bio or the Surviving Company:

Solid Biosciences, LLC
161 First Street, 3rd Floor
Cambridge, MA 02142
Attention: Ilan Ganot
E-mail:

with a copy to (which shall not constitute notice):

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attention: Daniel P. Finkelman
E-mail:

The date of service of such notice, consent or other communication shall be (i) the date such notice, consent or other communication is delivered by hand or by E-mail, (ii) one Business Day following the delivery by express overnight delivery service, or (iii) three (3) days after the date of mailing if sent by certified or registered mail.

Section 4. 2 **Severability**. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

Section 4. 3 **Successors; Assignment**. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by Bio without the prior written consent of the GT, and will not be assignable or delegable by GT without the prior written consent of the Bio.

Section 4. 4 **Counterparts; Facsimile Signatures**. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 4. 5 **Governing Law**. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

Section 4. 6 **Table of Contents and Headings**. The table of contents and section headings of this Agreement are included for reference purposes only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

Section 4. 7 **Entire Agreement**. This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated hereby, supersedes all prior discussions, understandings, agreements and representations and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any Party in connection with the negotiation of the terms hereof. This Agreement may be modified only by subsequent instruments signed by the Parties hereto.

Section 4. 8 **Interpretive Matters**. Unless the context otherwise requires, (a) all references to Articles, Sections, Schedules or Exhibits shall mean and refer to Articles, Sections, Schedules or Exhibits in this Agreement, (b) words in the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, feminine or neuter gender shall include the masculine, feminine and neuter, (c) the term “including” shall mean “including without limitation” (*i.e.*, by way of example and not by way of limitation), (d) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations, and, in the case of statutes, all rules and regulations promulgated thereunder, (e) references to “hereof”, “herein”, “hereby” and similar terms shall

refer to this entire Agreement (including the Schedules and Exhibits hereto), (f) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person and (g) whenever this Agreement refers to a number of days, such number shall refer to calendar days, unless such reference is specifically to "Business Days."

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOLID BIOSCIENCES, LLC

By: /s/ Ilan Ganot
Name: Ilan Ganot
Title: Chief Executive Officer

SOLID GT, LLC

By: /s/ Ilan Ganot
Name: Ilan Ganot
Title: Chief Executive Officer

Schedule of Defined Terms

"**A&R Bio Operating Agreement**" has the meaning set forth in Section 1.3(b).

"**Act**" has the meaning set forth in the recitals.

"**Agreement**" has the meaning set forth in the preamble.

"**Bio**" has the meaning set forth in the preamble.

"**Bio Units**" means Units as such term is defined in the Existing Bio LLC Agreement.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which banks in Cambridge, Massachusetts are authorized or obligated by Law or executive order to close.

"**Certificate of Merger**" has the meaning set forth in Section 1.2(b).

"**Class A Voting Unit of GT**" means a Class A Voting Unit as such term is defined in the Existing GT LLC Agreement.

"**Class B Non-Voting Unit of GT**" means a Class B Non-Voting Unit as such term is defined in the Existing GT LLC Agreement.

"**Class C Non-Voting Unit of GT**" means a Class C Non-Voting Unit as such term is defined in the Existing GT LLC Agreement.

"**Class D Voting Unit of GT**" means a Class D Voting Unit as such term is defined in the Existing GT LLC Agreement.

"**Closing**" has the meaning set forth in Section 1.2(a).

"**Closing Date**" has the meaning set forth in Section 1.2(a).

"**Contract**" means any agreement, note, mortgage, indenture, lease, deed of trust, license, plan, instrument or other contract.

"**Effective Time**" has the meaning set forth in Section 1.2(b).

"**Existing Bio LLC Agreement**" means that certain Second Amended and Restated Limited Liability Company Agreement of Bio (f/k/a Solid Ventures, LLC), dated as of December 27, 2013.

"**Existing GT LLC Agreement**" means that certain Second Amended and Restated Limited Liability Company Agreement of GT, dated as of November 2, 2015.

"**Founders**" means Ilan Ganot, Gilad Hayeem and Andrey Zarur.

"**General Enforceability Exceptions**" means those exceptions to enforceability due to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding at Law or in equity).

"**Governmental Authority**" means the United States or any state, provincial, local or foreign government, or any subdivision, agency or authority of any thereof.

"**GT**" has the meaning set forth in the preamble.

"**GT Units**" means Units as such term is defined in the Existing GT LLC Agreement.

"**Junior Preferred Unit of the Surviving Company**" means a Junior Preferred Unit as such term is defined in the A&R Bio Operating Agreement.

"**Law**" means each provision of any federal, state or local law, statute, ordinance, order, binding directive, code, rule or regulation, promulgated or issued by any Governmental Authority, and common law.

"**Lien**" means any mortgage, pledge, hypothecation, right of others, claim, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, lien, right of first refusal, preemptive right, subscription right or any similar right, charge or other restrictions or limitations of any nature whatsoever, other than restrictions on the offer and sale of securities under federal and state securities Laws.

"**Merger**" has the meaning set forth in Section 1.1.

"**Organizational Documents**" means (a) with respect to any entity, any charter or similar document adopted or filed in connection with the creation, formation or organization of such entity (including limited liability company operating agreements); and (b) any amendment to any of the foregoing.

"**Party**" or "**Parties**" has the meaning set forth in the preamble.

"**Person**" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or government (whether federal, state, county, city or otherwise, including any instrumentality, division, agency or department thereof).

"**Preferred Unit of Bio**" means a Preferred Unit as such term is defined in the Existing Bio LLC Agreement.

"**Series A Common Unit of Bio**" means a Series A Common Unit as such term is defined in the Existing Bio LLC Agreement.

"**Series A Common Unit of the Surviving Company**" means a Series A Common Unit as such term is defined in the A&R Bio Operating Agreement.

"**Series B Common Unit of the Surviving Company**" means a Series B Common Unit as such term is defined in the A&R Bio Operating Agreement.

"**Series C Common Unit of the Surviving Company**" means a Series C Common Unit as such term is defined in the A&R Bio Operating Agreement.

"**Series D Common Unit of the Surviving Company**" means a Series D Common Unit as such term is defined in the A&R Bio Operating Agreement.

"**Surviving Company**" has the meaning set forth in Section 1.1.

"**Surviving Company Units**" means Units as such term is defined in the A&R Bio Operating Agreement.

EXHIBIT A

A&R Bio Operating Agreement

(Please see attached.)

Exhibit 3.1

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOLID BIOSCIENCES, LLC

A DELAWARE LIMITED LIABILITY COMPANY

THE LIMITED LIABILITY COMPANY UNITS ISSUED IN ACCORDANCE WITH AND REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, THE DELAWARE SECURITIES ACT OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON THE INAPPLICABILITY OF SUCH LAWS UNDER THE CIRCUMSTANCES AND/OR EXEMPTIONS UNDER THOSE ACTS. THESE UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER: (A) THIS LIMITED LIABILITY COMPANY AGREEMENT; AND (B) THE SECURITIES ACT OF 1933 AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

DATED AS OF MARCH 29, 2017

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THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOLID BIOSCIENCES, LLC

This THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Solid Biosciences, LLC, a Delaware limited liability company (the "**Company**") is entered into, and shall be effective, as of March 29, 2017, by and among: (i) the Company and (ii) the Persons party hereto that are identified as Members on Schedule A attached hereto (such Persons, their respective successors and any additional Persons hereinafter admitted to the Company as members being hereinafter referred to individually as a "**Member**" and collectively as the "**Members**"), and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "**Act**").

WHEREAS, Ilan Ganot ("**Ganot**") entered into that certain Limited Liability Company Agreement of SOLID Ventures Management, LLC, dated March 15, 2013 (the "**Initial Agreement**");

WHEREAS, Ganot, Gilad Hayeem ("**Hayeem**") and Andrey Zarur ("**Zarur**", and collectively, with Ganot and Hayeem, the "**Founders**") entered into that certain Amended and Restated Limited Liability Company Agreement of SOLID Ventures Management, LLC, dated May 1, 2013 (the "**A&R Agreement**"), which amended and restated the Initial Agreement;

WHEREAS, on October 22, 2013, the name of the Company was changed from "SOLID Ventures Management, LLC" to "Solid Ventures, LLC";

WHEREAS, the Company and the Members at such time, entered into that certain Second Amended and Restated Limited Liability Company Agreement of Solid Ventures, LLC, dated December 27, 2013 (the "**2nd A&R Agreement**"), which amended and restated the A&R Agreement;

WHEREAS, on June 22, 2015, the name of the Company was changed from "Solid Ventures, LLC" to "Solid Biosciences, LLC";

WHEREAS, on the date of this Agreement, Solid GT, LLC, a Delaware limited liability company ("**Solid GT**"), was merged with and into the Company, with the Company surviving the merger (the "**GT Merger**");

WHEREAS, pursuant to the GT Merger, (i) the Preferred Units of the Company (as defined in the 2nd A&R Agreement) have been converted into Series A Common Units, as defined herein, (ii) the Series A Common Units of the Company (as defined in the 2nd A&R Agreement) held by the Founders have been converted into Series B Common Units, as defined herein, (iii) the Series A Common Units of the Company (as defined in the 2nd A&R Agreement) held by Persons other than the Founders have been converted into Series D Common Units, as defined herein, (iv) the Class A Voting

Units of Solid GT (as defined in that certain Second Amended and Restated Limited Liability Company Agreement of Solid GT, dated November 2, 2015 (the "**GT LLC Agreement**")), have been extinguished, (v) the Class B Non-Voting Units of Solid GT (as defined in the GT LLC Agreement) have been converted into Series C Common Units, as defined herein, (vi) the Class C Non-Voting Units of Solid GT (as defined in the GT LLC Agreement) have been converted into Series D Common Units, as defined herein, and (vii) the Class D Voting Units of Solid GT (as defined in the GT LLC Agreement) have been converted into Junior Preferred Units, as defined herein; in each case, as reflected on the list of Members maintained by the Company (the "**List of Members**");

WHEREAS, on the date of this Agreement, the Members listed as owning Series 1 Senior Preferred Units on the List of Members desire to acquire Series 1 Senior Preferred Units pursuant to the terms of that certain Senior Preferred Unit Purchase Agreement, dated as of the date hereof (the "**Senior Preferred Purchase Agreement**");

WHEREAS, pursuant to the Senior Preferred Purchase Agreement, certain Members party thereto desire, subject to satisfaction of the conditions set forth therein, to purchase Series 2 Senior Preferred Units at the "Additional Closing", as defined therein; and

WHEREAS, the Company and the Members desire to amend and restate the 2nd A&R Agreement on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that the 2nd A&R LLC Agreement is hereby amended and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**2nd A&R Agreement**" has the meaning set forth in the recitals to this Agreement.

"**A&R Agreement**" has the meaning set forth in the recitals to this Agreement.

"**Act**" has the meaning set forth in the preamble to this Agreement.

"**Additional Closing Event**" means the occurrence of the Additional Closing, as defined in the Senior Preferred Purchase Agreement, in accordance with the Senior Preferred Purchase Agreement.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(*d*)(4), 1.704-1(b)(2)(ii)(*d*)(5) and 1.704-1(b)(2)(ii)(*d*)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(*d*) and shall be interpreted consistently therewith.

"**Affiliate**" means (a) with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person, or (b) any spouse, child, grandchild, parent, grandparent or sibling of a Person or a trust or other entity for their benefit. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Applicable Federal Rate**" means the interest rate specified for debt instruments of equivalent terms pursuant to Code Section 1274(d)(1).

"**Bain Blocker**" has the meaning set forth in Section 11.3(a).

"**Bain Fund**" means Bain Capital Life Sciences Fund, L.P and BCIP Life Sciences Associates, LP.

"**Bain Members**" means BCLS SB Splitter, LP, and any of its Affiliates that hold Units.

"**Biogen Member**" means Biogen New Ventures Inc. and any of its Affiliates that hold Units.

"**Board of Managers**" or "**Board**" means the board of managers of the Company.

"**Business Day**" means any day of the year on which national banking institutions in Boston, Massachusetts are open to the public for conducting business and are not required or authorized to close.

"**Capital Account**" has the meaning set forth in Section 3.3.

"**Capital Contributions**" means with respect to any Member, the sum of the amount of cash and the fair market value (on the date contributed) of any property (other than money) or services contributed to the Company by such Member (or its predecessors in interest) with respect to the Units held by such Member.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Company Minimum Gain**" has the same meaning as "partnership minimum gain" set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"**Company Subsidiary**" means any business entity of which the Company and/or any of its other subsidiaries directly or indirectly owns at such time more than 50% of the outstanding voting equity interests of such entity.

"**Confidential Information**" means any information with respect to (a) the Company or any Company Subsidiary of a proprietary or competitively sensitive nature, and (b) any third party which the Company or any Company Subsidiary is required to keep confidential, including in each case methods of operation, customer lists, products, prices, fees, costs, financial information, technology, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters. Confidential Information does not include, however, and there shall be no obligation hereunder with respect to, information that (a) is generally available to the public on the date of this Agreement, (b) becomes generally available to the public other than as a result of a disclosure not otherwise permissible hereunder, (c) is acquired by the Members or their directors, officers, employees, managers, partners or Affiliates from a source other than the Company or in their capacity as employees of the Company or a Company Subsidiary, or (d) is independently developed by the Members or their directors, officers, employees, managers, partners or Affiliates without use of Confidential Information.

"**Conversion Corporation**" has the meaning set forth in Section 11.1(a).

"**Corporate Transaction**" has the meaning set forth in Section 11.3(a).

"**Co-Sale Members**" has the meaning set forth in Section 5.3.

"**Co-Sale Notice**" has the meaning set forth in Section 5.3(a).

"**Co-Sale Terms**" has the meaning set forth in Section 5.3(a).

"**Covered Transaction**" has the meaning set forth in Section 11.3(a).

"**Deemed Liquidation Event**" means one or more of the following: (a) a merger or consolidation involving the Company, other than one that results in the Holders immediately prior to such transaction holding (either directly or indirectly or together with all of their Affiliates) a majority, by voting power, of the outstanding equity interests of the surviving or acquiring entity, (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related

transactions, by the Company or any Company Subsidiary of all or substantially all the assets of the Company and its Company Subsidiaries taken as a whole (including, without limitation, the sale, assignment, license or encumbrance of material technology or intellectual property of the Company), or the sale or disposition (whether by merger, consolidation or otherwise) of one or more Company Subsidiaries if substantially all of the assets of the Company and the Company Subsidiaries taken as a whole are held by such Company Subsidiary or Company Subsidiaries, or (c) the closing of the Transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a Person or group of affiliated Persons (other than an underwriter of Company's securities), of the Company's securities if a Person or group of affiliated Persons that did not hold fifty percent or more of the outstanding securities of the Company prior to such Closing would hold fifty percent or more of the outstanding securities of the Company (or the surviving or acquiring entity) after such closing.

"**Depreciation**" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to an asset for such fiscal year, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such fiscal year and which difference is being eliminated by use of the "remedial method" as defined by Regulations Section 1.704-3(d), Depreciation for such fiscal year shall be the amount of book basis recovered for such fiscal year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, that, if the adjusted tax basis for U.S. federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

"**Election Notice**" has the meaning set forth in Section 5.3(a).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**First Refusal Notice**" has the meaning set forth in Section 5.2(a).

"**Foresite Blocker**" has the meaning set forth in Section 11.3(a).

"**Foresite Fund**" has the meaning set forth in Section 11.3(a).

"**Founders**" has the meaning set forth in the recitals to this Agreement.

"**Ganot**" has the meaning set forth in the recitals to this Agreement.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) the Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset as determined by the Board of Managers at the time of contribution;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board of Managers, as of the following times: (i) the acquisition of any additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; (iii) the grant of Units pursuant to any equity incentive plan adopted by the Board (other than a de minimis interest); and (iv) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Board of Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board of Managers; and

(d) the Gross Asset Values of the Company's assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (d) of the definition of Net Income and Net Loss or Section 7.3(f), provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent the Board of Managers determines that an adjustment pursuant to subparagraph (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clause (a), (b), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income or Net Loss.

"**GT LLC Agreement**" has the meaning set forth in the recitals to this Agreement.

"**GT Merger**" has the meaning set forth in the recitals to this Agreement.

"**Hayeem**" has the meaning set forth in the recitals to this Agreement.

"**Holder**" means any Member that is a holder of Units and any successor Member that is a holder of Units as a result of a Transfer permitted hereunder.

"**Immediate Purchase**" has the meaning set forth in Section 5.5(g).

"**Immediate Purchaser**" has the meaning set forth in Section 5.5(g).

"**Indemnified Person**" has the meaning set forth in Section 12.1.

"**Initial Incorporated Provisions**" has the meaning set forth in Section 3.6(a).

"**Initial Public Offering**" means an underwritten public offering, approved by the Board of Managers or similar body of any successor to the Company, pursuant to an effective registration statement filed under the Securities Act covering the offer and sale of securities for the account of the Company or a Company Subsidiary, or such entity's successor or parent entity.

"**Initial Agreement**" has the meaning set forth in the recitals to this Agreement.

"**Inside Offer**" has the meaning set forth in Section 5.2(a).

"**Janus Members**" means Janus Global Life Sciences Fund and Janus Capital Funds PLC on behalf of its series Janus Global Life Sciences Fund and any of their respective Affiliates that hold Units, it being acknowledged and agreed that for purposes of determining (i) the Major Investors and (ii) the two largest Holders of Junior Preferred Units in Section 6.1(b)(ii), the Janus Members shall collectively be deemed a single Member with their respective Units aggregated in number.

"**Junior Preferred Dividend Amount**" means the sum of all dividends (if any) declared by the Board on each Junior Preferred Unit at the rate of eight percent (8%) per annum of the Junior Preferred Original Issue Price. For the avoidance of doubt, the Board has no obligation to declare any dividend on the Junior Preferred Units.

"**Junior Preferred Manager**" has the meaning set forth in Section 6.1(b)(ii).

"**Junior Preferred Member**" has the meaning set forth in Section 3.4(a).

"**Junior Preferred Original Issue Price**" means $9.628 per Junior Preferred Unit (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events).

"**Junior Preferred Unit**" has the meaning set forth in Section 3.4(a).

"**Junior Preferred Unreturned Capital**" means, with respect to a Junior Preferred Unit, an amount equal to the Junior Preferred Original Issue Price less the aggregate amounts distributed with respect to such Junior Preferred Unit, prior to the Additional Closing Event, pursuant to Section 8.1(a)(i) and, following the Additional Closing Event, pursuant to Section 8.1(a)(v).

"**Leerink Members**" means Leerink Holdings LLC and Leerink Swann Co-Investment Fund, LLC and any of their respective Affiliates that hold Units.

"**List of Members**" has the meaning set forth in the recitals to this Agreement.

"**Major Investor**" means (i) the RA Members, (ii) the Bain Members, (iii) the Leerink Members and (iv) each Senior Preferred Member, each Junior Preferred Member and each Series A Common Member who, in each case, together with its Affiliates, has invested in the aggregate at least $2,975,000 in the Company, Solid GT and the Company Subsidiaries on a primary or secondary basis, and is not a competitor of the Company. Solely during the period between the date of this Agreement and the day preceding the earlier of the date on which the Additional Closing occurs or can no longer occur pursuant to its terms), the amount to be invested by a Member at the Additional Closing (assuming the Additional Closing were to occur) shall be deemed to have been "invested" for purposes of the preceding sentence. If the Additional Closing does not occur (and can no longer occur pursuant to its terms), the amount that would have been invested by a Member at the Additional Closing (assuming the Additional Closing did occur in accordance with its terms) shall be deemed to have been "invested" for purposes of this definition.

"**Manager**" means each individual appointed to the Board in the manner provided in this Agreement, in their capacities as managers of the Company. A Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"**Member**" has the meaning set forth in the preamble.

"**Member Nonrecourse Debt**" has the same meaning as the term "partner nonrecourse debt" set forth in Regulations Section 1.704-2(b)(4).

"**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"**Net Income**" and "**Net Loss**" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such fiscal year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph shall be added to such income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-(1)(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph, shall be subtracted from such taxable income or loss;

(c) If the Gross Asset Value of any Company asset is adjusted pursuant to subdivisions (b) or (c) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of Depreciation herein;

(f) To the extent an adjustment to the adjusted tax basis of any asset of the Company pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss; and

(g) Any items which are specially allocated pursuant to the provisions of Section 7.3 shall not be taken into account in computing Net Income or Net Loss.

"**New Securities**" has the meaning set forth in Section 5.5(c).

"**Nonrecourse Deductions**" has the meaning set forth in Regulations Section 1.704-2(b)(1) and 1.704-2(c).

"**Nonrecourse Liability**" has the meaning set forth in Regulations Section 1.752-1(a)(2).

"**Observer**" has the meaning set forth in Section 6.1(k)(i).

"**Offered Units**" has the meaning set forth in Section 5.2(a).

"**Offeree**" has the meaning set forth in Section 5.2(a).

"**Offeror**" has the meaning set forth in Section 5.2(a).

"**Officers**" has the meaning set forth in Section 6.2(a).

"**Party**" means a Person party to this Agreement or who subsequently joins this Agreement by entering into a joinder hereto.

"**Perceptive Members**" means Perceptive Life Sciences Master Fund Ltd and Titan Perc LLC, and any of their respective Affiliates that hold Units, it being acknowledged and agreed that for purposes of determining (i) the Major Investors and (ii) the two largest Holders of Junior Preferred Units in Section 6.1(b)(ii), the Perceptive Members shall collectively be deemed a single Member with their respective Units aggregated in number.

"**Person**" means a natural person, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity, association or group.

"**Preemptive Rights Members**" has the meaning set forth in Section 5.5(a).

"**Proceeding**" has the meaning set forth in Section 12.1.

"**QIPO**" has the meaning set forth in Section 11.1(a).

"**RA Members**" means RA Capital Healthcare Fund, L.P. and Blackwell Partners LLC – Series A, and any of their respective Affiliates that hold Units.

"**Redemption Date**" has the meaning set forth in Section 3.8(a).

"**Redemption Price**" has the meaning set forth in Section 3.8(a).

"**Regulations**" means the Income Tax Regulations promulgated under the Code, as amended from time to time.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Selling Member**" has the meaning set forth in Section 5.3.

"**Senior Preferred Blended Issue Price**" means $11.177 per Senior Preferred Unit (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events).

"**Senior Preferred Manager(s)**" has the meaning set forth in Section 6.1(b)(i).

"**Senior Preferred Member**" means a Series 1 Senior Preferred Member or a Series 2 Senior Preferred Member.

"**Senior Preferred Purchase Agreement**" has the meaning set forth in the recitals.

"**Senior Preferred Unit**" means a Series 1 Senior Preferred Unit or a Series 2 Senior Preferred Unit.

"**Series 1 Senior Preferred Dividend Amount**" means the sum of all dividends (if any) declared by the Board on each Series 1 Senior Preferred Unit at the rate of eight percent (8%) per annum of the Series 1 Senior Preferred Original Issue Price. For the avoidance of doubt, the Board has no obligation to declare any dividend on the Series 1 Senior Preferred Units.

"**Series 1 Senior Preferred Member**" has the meaning set forth in Section 3.4(a).

"**Series 1 Senior Preferred Original Issue Price**" means $10.00 per Series 1 Senior Preferred Unit (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events).

"**Series 1 Senior Preferred Unit**" has the meaning set forth in Section 3.4(a).

"**Series 1 Senior Preferred Unreturned Capital**" means, with respect to a Series 1 Senior Preferred Unit, an amount equal to the Series 1 Senior Preferred Original Issue Price less the aggregate amounts distributed with respect to such Series 1 Senior Preferred Unit, prior to the Additional Closing Event, pursuant to Section 8.1(a)(i) and, following the Additional Closing Event, pursuant to Section 8.1(a)(iii) and Section 8.1(a)(iv).

"**Series 2 Senior Preferred Dividend Amount**" means the sum of all dividends (if any) declared by the Board on each Series 2 Senior Preferred Unit at the rate of eight percent (8%) per annum of the Series 2 Senior Preferred Original Issue Price. For the avoidance of doubt, the Board has no obligation to declare any dividend on the Series 2 Senior Preferred Units.

"**Series 2 Senior Preferred Member**" has the meaning set forth in Section 3.4(a).

"**Series 2 Senior Preferred Original Issue Price**" means $12.668 per Series 2 Senior Preferred Unit (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events).

"**Series 2 Senior Preferred Unit**" has the meaning set forth in Section 3.4(a).

"**Series 2 Senior Preferred Unreturned Capital**" means, with respect to a Series 2 Senior Preferred Unit, an amount equal to the Series 2 Senior Preferred Original Issue Price less the aggregate amounts distributed with respect to such Series 2 Senior Preferred Unit pursuant to Section 8.1(a)(i) and Section 8.1(a)(ii).

"**Series A Common Member**" has the meaning set forth in Section 3.4(a).

"**Series A Common Unit**" has the meaning set forth in Section 3.4(a).

"**Series A Managers**" has the meaning set forth in Section 6.1(b)(iii).

"**Series B Common Member**" has the meaning set forth in Section 3.4(a).

"**Series B Common Unit**" has the meaning set forth in Section 3.4(a).

"**Series B Managers**" has the meaning set forth in Section 6.1(b)(iv).

"**Series C Common Member**" has the meaning set forth in Section 3.4(a).

"**Series C Common Unit**" has the meaning set forth in Section 3.4(a).

"**Series D Common Member**" has the meaning set forth in Section 3.4(a).

"**Series D Common Unit**" has the meaning set forth in Section 3.4(a).

"**Solid GT**" has the meaning set forth in the recitals to this Agreement.

"**Specified Units**" has the meaning set forth in Section 5.3.

"**Successor Corporation**" has the meaning set forth in Section 11.3(a).

"**Tax Liability Deficiency**" has the meaning set forth in Section 8.3.

"**Tax Matters Member**" has the meaning set forth in Section 7.6(a).

"**Third Party Purchaser**" has the meaning set forth in Section 5.2(a).

"**Transfer**" means, with respect to any Units, (a) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Units or any participation, rights or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing and (b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer of such Units or any participation, rights or interest therein, or any agreement or commitment to do any of the foregoing.

"**Units**" means limited liability company interests of the Members in the Company, represented by the Series 1 Senior Preferred Units, the Series 2 Senior Preferred Units, the Junior Preferred Units, the Series A Common Units, the Series B Common Units, the Series C Common Units, the Series D Common Units, and any other class or series of interest in the Company subsequently issued in accordance with this Agreement.

"**Voting Majority**" has the meaning set forth in Section 4.2.

"**Voting Members**" has the meaning set forth in Section 4.2.

"**Winding Up Year**" means the fiscal year in which an event described in Section 10.1 occurs, and each succeeding fiscal year, provided that if an event described in Section 10.1 occurs after the last day of a fiscal year but before the due date of the Company's federal income tax return (determined without regard to extensions) for such fiscal year, the fiscal year preceding the fiscal year in which an event described in Section 10.1 occurs shall be a Winding Up Year.

"**Zarur**" has the meaning set forth in the recitals to this Agreement.

Section 1.2. Other Definitional Provisions. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(c) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa, unless the context otherwise requires.

(d) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(e) Herein. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(f) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(g) Joint Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

ORGANIZATION, PURPOSE AND POWERS

Section 2.1. Name. The name of the Company is Solid Biosciences, LLC.

Section 2.2. Certificate of Formation. The Company was formed under the Act by the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware on March 4, 2013, under the name SOLID Ventures Management, LLC.

Section 2.3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in the business of research into Duchenne Muscular Dystrophy, drug development and treatments in connection therewith, including gene therapy, and any business related thereto or useful in connection therewith as may be determined in good faith by the Board from time to time in accordance with this Agreement.

Section 2.4. Powers. Subject to the terms of this Agreement, the Company shall have the authority and power to engage in all lawful business, activities and purposes permitted under the Act.

Section 2.5. Principal Office. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, such place or places as may hereafter be determined by the Board.

Section 2.6. Registered Office. The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle.

Section 2.7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.8. Qualification in Other Jurisdictions. The Company shall register or qualify under its own name or under an assumed or fictitious name pursuant to a foreign limited liability company statute or similar laws in any jurisdictions in which the Company owns property or transacts business if such registration or qualification is necessary to protect the limited liability of the Members or to permit the Company lawfully to own property or transact business in such jurisdiction. Any Officer is authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to register or qualify as provided in the foregoing sentence.

Section 2.9. Term. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company on March 4, 2013, in accordance with the Act and shall continue until dissolution of the Company in accordance with Article X of this Agreement.

Section 2.10. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of the Members, Managers, Officers, employees or agents of the Company (including a Person having more than one such capacity) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of acting in such capacity.

Section 2.11. No Right to Withdraw. Except as set forth in Article V with respect to Transfers of Units or as a result of a redemption of Units pursuant to Section 3.8, no Member shall have any right to resign or withdraw from the Company.

ARTICLE III

CAPITALIZATION AND CAPITAL CONTRIBUTIONS

Section 3.1. Capital Contributions and Units. The Members and their respective Capital Contributions and Units shall be set forth on the List of Members.

Section 3.2. Additional Contributions. No Member is required, under any circumstances, to make any additional Capital Contributions to the Company. The provisions of this Agreement, including this Section 3.2, are intended to benefit the Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement), and the Members shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 3.3. Capital Accounts. With respect to each Member, a capital account shall be maintained on the books of the Company in accordance with Regulations Section 1.704-1(b)(2)(iv) (a "**Capital Account**"). Each Capital Account shall be adjusted to reflect such Member's share of allocations and distributions as provided in Articles VII, VIII and X of this Agreement, and any additional Capital Contributions to the Company or withdrawals of capital from the Company, including, in such adjustments, the consequences of liabilities assumed, or which are secured by property contributed or distributed, and taking into account Code Section 752(c) and any other applicable provision of the Code and related Regulations. Such Capital Account maintenance provisions, together with the other provisions of this Agreement, are intended to and shall further be interpreted and adjusted to comply with the Regulations under Code Section 704(b), and in particular with Regulations Section 1.704-1(b), as determined in good faith by the Board of Managers. Members will have no obligation to restore any negative balance in their respective Capital Accounts at any time during the term of the Company or upon dissolution and liquidation. Except as otherwise provided in the Regulations, a transferee of all or a portion of a Member's Units shall succeed to the Capital Account of the transferor to the extent allocable to the transferred Units.

Section 3.4. Units.

(a) Units Generally. Each Member's limited liability company interests in the Company shall be represented by Units. Subject to Section 3.5, the total number of Units that the Company shall have authority to issue is 29,077,295 Units, classified as: (i) 2,500,000 Series 1 Senior Preferred Units (the "**Series 1 Senior Preferred Units**" and the Holders thereof, the "**Series 1 Senior Preferred Members**"); (ii) 1,973,430 Series 2 Senior Preferred Units (the "**Series 2 Senior Preferred Units**" and the Holders thereof, the "**Series 2 Senior Preferred Members**"); (iii) 4,414,356 Junior Preferred Units (the "**Junior Preferred Units**" and the Holders thereof, the "**Junior Preferred Members**"); (iv) 12,219,299 Series A Common Units (the "**Series A Common Units**" and the Holders thereof, the "**Series A Common Members**"); (v) 3,258,480 Series B Common Units (the "**Series B Common Units**" and the Holders thereof, the "**Series B Common Members**"); (vi) 1,635,916 Series C Common Units (the "**Series C Common Units**" and the Holders thereof, the "**Series C Common Members**") and (vii) 3,075,814 Series D Common Units (the "**Series D Common Units**" and the Holders thereof, the "**Series D Common Members**"). The number of Units issued to each Member as of the date of this Agreement is set forth opposite its name on the List of Members. Unless otherwise determined by the Board, the Units do not need to be certificated.

(b) Profits Interests. Series D Common Units may be designated as "profits interests," as determined by the Board, and be made subject to limitations on distributions as set forth in Section 8.1(c).

(c) Vesting. Series D Common Units issued on or after the date hereof shall vest, as applicable, pursuant to the terms of the agreement issuing such Units to the holder thereof. Series B Common Units and Series D Common Units resulting from the conversion of either the Series A Common Units of the Company (as defined in the 2nd A&R Agreement) or the Class C Non-Voting Units of Solid GT (as defined in the GT LLC Agreement) as part of the GT Merger shall remain subject to and shall continue to vest in accordance with the agreement issuing such Series A Common Units of the Company (as defined in the 2nd A&R Agreement) or such Class C Non-Voting Units of Solid GT (as defined in the GT LLC Agreement) to the holder thereof, as the case may be.

(d) Series 2 Senior Preferred Units. On the date hereof, zero (0) Series 2 Senior Preferred Units are issued and outstanding and there exist no Series 2 Senior Preferred Members. Notwithstanding anything to the contrary contained in this Agreement, no Series 2 Senior Preferred Units may be issued by the Company except pursuant to the Senior Preferred Purchase Agreement and only upon the Additional Closing Event as contemplated therein.

Section 3.5. Additional Investments. Subject to the terms of this Agreement, including, but not limited to, Section 5.5, prior to the Additional Closing Event, Section 6.1(j)(iii), and, following the Additional Closing Event, Section 6.1(j)(i)(3), the Board may, at any time: (a) increase the total number of Units that the Company shall have authority to issue; (b) issue additional Units and admit additional Members; and (c) amend this Agreement to create new classes of Units or reflect any rights of such additional Members. Notwithstanding the foregoing, the Company shall not have the authority to issue any additional Units at a price per Unit below the Series 2 Senior Preferred Original Issue Price on or prior to the earlier of: (i) the Additional Closing Event and (ii) September 1, 2017, other than (1) Series 2 Senior Preferred Units issued in connection with the Additional Closing Event and (2) Series D Common Units issued to officers, employees, consultants and other service providers to the Company that are within the restrictions set forth in Section 5.5(c)(ii).

Section3.6. Incorporation of Terms.

(a) As of the date hereof, each of the provisions set forth in Exhibit A hereto, and each of the terms thereof, which, for the avoidance of doubt, include provisions labeled "Section 3.7", "Section 3.8", "Section 3.9", "Article IV" (and the provisions included thereunder), "Article V" (and the provisions included thereunder), "Article VI" (and the provisions included thereunder), "Article VII" (and the provisions included thereunder), "Article VIII" (and the provisions included thereunder), "Article IX" (and the provisions included thereunder), "Article X" (and the provisions included thereunder), "Article XI" (and the provisions included thereunder), "Article XII" (and the provisions included thereunder) and "Article XIII" (and the provisions included thereunder) (collectively, the "**Initial Incorporated Provisions**") are hereby incorporated into this Agreement.

(b) Immediately upon the Additional Closing Event, without further action of any Person (and, for the avoidance of doubt, without the need of any consent, waiver or similar approval of any Person), all of the Initial Incorporated Provisions are hereby amended and restated in their entirety and replaced with each of the provisions set forth in Exhibit B hereto, and each of the terms thereof, which, for the avoidance of doubt, include the provisions labeled "Section 3.7", "Section 3.8", "Section 3.9", "Article IV" (and the provisions included thereunder), "Article V" (and the provisions included thereunder), "Article VI" (and the provisions included thereunder), "Article VII" (and the provisions included thereunder), "Article VIII" (and the provisions included thereunder), "Article IX" (and the provisions included thereunder), "Article X" (and the provisions included thereunder), "Article XI" (and the provisions included thereunder), "Article XII" (and the provisions included thereunder) and "Article XIII" (and the provisions included thereunder).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Third Amended and Restated Limited Liability Company Agreement as of the date first written above.

COMPANY:

SOLID BIOSCIENCES, LLC

By: /s/ Ilan Ganot
Ilan Ganot
Chief Executive Officer

BOARD OF MANAGERS:

/s/ Rajeev Shah
Rajeev Shah

/s/ Adam Stone
Adam Stone

/s/ Lynne Sullivan
Lynne Sullivan

/s/ Matthew Arnold
Matthew Arnold

/s/ Robert Huffines
Robert Huffines

/s/ Ilan Ganot
Ilan Ganot

/s/ Gilad Hayeem
Gilad Hayeem

/s/ Andrey Zarur
Andrey Zarur

[MEMBER SIGNATURE PAGES OMITTED]

EXHIBIT A

Initial Incorporated Provisions

Section 3.7. Weighted-Average Anti-dilution Protection.

(a) For the Series 1 Senior Preferred Units. If the Company issues Units that constitute New Securities at a purchase price per such Unit less than the amount by which the Series 1 Senior Preferred Original Issue Price exceeds cumulative distributions in respect of a Series 1 Senior Preferred Unit pursuant to this Agreement, solely for the purposes of Section 8.1(a)(iv) the number of Series 1 Senior Preferred Units outstanding and held by the Series 1 Senior Preferred Members shall automatically be deemed to have been adjusted to the number obtained by multiplying the number of such Series 1 Senior Preferred Units by a fraction (which shall in no event be less than one): (i) the numerator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units issued in connection with such issuance; and (ii) the denominator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units that would have been issued in the new issuance if the aggregate amount of consideration received for Units in such issuance were used to purchase Units at a price equal to the amount by which the Series 1 Senior Preferred Original Issue Price exceeds cumulative distributions in respect of a Series 1 Senior Preferred Unit pursuant to this Agreement; provided, however, unless the Holders of a majority of the outstanding Series 1 Senior Preferred Units elect otherwise, the deemed adjustment set forth in this Section 3.7 shall not be made with respect to the Series 1 Senior Preferred Units held by any Series 1 Senior Preferred Member who fails to, or has previously failed to, exercise in full its preemptive rights with respect to an issuance of Units that constitute New Securities that would cause a deemed adjustment set forth in this Section 3.7. If such issuance of New Securities was without consideration, then the Company shall be deemed to have received an aggregate of $.0001 of consideration for all such New Securities.

(b) For the Junior Preferred Units. If the Company issues Units that constitute New Securities at a purchase price per such Unit less than the amount by which the Junior Preferred Original Issue Price exceeds cumulative distributions in respect of a Junior Preferred Unit pursuant to this Agreement, solely for the purposes of Section 8.1(a)(iv) the number of Junior Preferred Units outstanding and held by the Junior Preferred Members shall automatically be deemed to have been adjusted to the number obtained by multiplying the number of such Junior Preferred Units by a fraction (which shall in no event be less than one): (i) the numerator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units issued in connection with such issuance; and (ii) the denominator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units that would have been issued in the new issuance if the aggregate amount of consideration received for Units in such issuance were used to purchase Units at a price equal to the amount by which the Junior Preferred Original Issue Price exceeds cumulative distributions in respect of a Junior Preferred Unit pursuant to this Agreement; provided, however, unless the Holders of a majority of the outstanding Junior Preferred Units elect otherwise, the deemed adjustment set forth in this Section 3.7 shall not be made with respect to the Junior Preferred Units held by any Junior Preferred Member who fails to, or has

previously failed to, exercise in full its preemptive rights with respect to an issuance of Units that constitute New Securities that would cause a deemed adjustment set forth in this Section 3.7. If such issuance of New Securities was without consideration, then the Company shall be deemed to have received an aggregate of $.0001 of consideration for all such New Securities.

Section 3.8. Redemption.

(a) Redemption. To the extent permitted by the Act and applicable law, unless waived by the Holders of at least 66% of the then outstanding Series 1 Senior Preferred Units, on the fifth annual anniversary of the date of this Agreement (the "**Redemption Date**"), the Company shall redeem all of the Series 1 Senior Preferred Units then outstanding, out of funds legally available therefor, at a price per Series 1 Senior Preferred Unit equal to the positive amount (if any) of: (i) the Series 1 Senior Preferred Original Issue Price, plus (ii) the amount of any declared but unpaid dividends on such Series 1 Senior Preferred Unit as of the Redemption Date, minus (iii) the amount of all previous distributions on such Series 1 Senior Preferred Unit that are not made in accordance with Section 8.3 (the "**Redemption Price**"). Notwithstanding the foregoing, any Holder of Series 1 Senior Preferred Units may, by providing written notice to the Company prior to the Redemption Date, in lieu of having such Units redeemed pursuant to the foregoing and receiving any payment in connection therewith, convert all of such Holder's Series 1 Senior Preferred Units into Series C Common Units, on a 1:1 basis effective immediately prior to such redemption.

(b) Insufficient Funds. If the funds of the Company legally available to be used for redeeming the Series 1 Senior Preferred Units on the Redemption Date are insufficient to redeem all outstanding Series 1 Senior Preferred Units, the Company shall (i) take any action necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem all outstanding Series 1 Senior Preferred Units, including, without limitation, incurring any indebtedness necessary to make such redemption, and (ii) in any event, use any and all funds that are legally available to redeem Series 1 Senior Preferred Units from Series 1 Senior Preferred Members ratably based on the respective number of Series 1 Senior Preferred Units held by the Series 1 Senior Preferred Members. At any time thereafter when additional funds of the Company are legally available to redeem the tendered Series 1 Senior Preferred Units, the Company shall immediately use such funds to redeem the balance of the Series 1 Senior Preferred Units that the Company became obligated to redeem on the Redemption Date (but which it has not yet redeemed).

(c) Continuing Rights. From and after the Redemption Date, and upon the payment in full of the Redemption Price by the Company, the Series 1 Senior Preferred Members shall have no further rights or privileges with respect to their Series 1 Senior Preferred Units that were redeemed.

(d) No Approval Required. No redemption under this Section 3.8 shall be subject to any consent or approval of the Board or the Members, and the Company and the Series 1 Senior Preferred Members shall take such further actions that are reasonably necessary to effectuate the redemption contemplated by this Section 3.8.

Section 3.9. Certain Payments. Under the Act, a member of a limited liability company may, under certain circumstances, be required to return amounts previously distributed to such member. It is the intent of the Members that no distribution to any Member pursuant to Section 3.8, Article VIII or Article X shall be deemed to constitute money or other property paid or distributed in violation of the Act, and the Members agree that each such distribution shall constitute a compromise of the Members within the meaning of Section 18-502(b) of the Act, and, to the fullest extent permitted by law, the Member receiving such distribution shall not be required to return to any Person any such money or property, except as otherwise expressly set forth herein. If, however, any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the other Members, and, when funded, shall constitute a Capital Contribution to the Company by such Member.

ARTICLE IV

MEMBERS; VOTING

Section 4.1. Members. The name, mailing address and e-mail address of each Member is set forth on the List of Members, and shall be revised from time to time in accordance with this Agreement to reflect the addition, substitution, withdrawal, resignation or change of address of any Member as permitted under the terms of this Agreement.

Section 4.2. Consent. Unless otherwise expressly provided herein, the consent of the Members for purposes of this Agreement may be obtained: (a) at any meeting of the Series 1 Senior Preferred Members, the Junior Preferred Members, the Series A Common Members and the Series B Common Members (collectively, the "**Voting Members**"); provided, that, Holders of a majority in number of the outstanding Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units and Series B Common Units, together as a single class (a "**Voting Majority**"), are present at such meeting and that a Voting Majority votes in favor of the matter being voted upon, or (b) by the written consent of a Voting Majority.

Section 4.3. Meetings. Any matter requiring the approval or consent of the Voting Members pursuant to this Agreement may be considered at a meeting of the Voting Members held not less than five (5) nor more than sixty (60) days after notification thereof shall have been given by the Board to the Voting Members. Such notification may be given by the Board, in its discretion, at any time. Any such notification shall state briefly the purpose, time and place of the meeting. All such meetings shall be held within or outside the state of the Company's principal place of business at such reasonable place as the Board shall designate and during normal business hours. To the fullest extent permitted by applicable law, any meeting may be held by conference telephone or similar communication equipment so long as all Voting Members participating in the meeting can hear one another, and all Voting Members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. Any Voting Member may waive notice of a meeting by executing a written waiver. A Voting Member may act in person or by written proxy at any meeting of the Voting Members.

Section 4.4. Admission of Additional Members. Subject to the terms of this Agreement, one or more additional or substitute Members of the Company may be admitted to the Company by vote or with the written consent of the Board. Any such additional or substitute Member shall be admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement. If a Member Transfers all of its interest in the Company pursuant to the terms of this Agreement, such admission shall be deemed effective immediately prior to such Transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

Section 4.5. Voting Rights. Only Voting Members shall be entitled to participate as Members in the governance of the Company. Each Voting Member shall have the right to one vote per full Series 1 Senior Preferred Unit, Junior Preferred Unit, Series A Common Unit or Series B Common Unit held by it. Except as otherwise expressly provided herein, the Voting Members shall vote together and not as separate classes. Except as otherwise expressly provided herein, Series C Common Members and Series D Common Members shall have no voting or consent or other rights or powers under this Agreement or the Act with respect to their Series C Common Units and Series D Common Units, other than the right to receive distributions as specifically enumerated in this Agreement.

Section 4.6. No Management or Dissent Rights. Except as set forth herein or otherwise required by law, no Member shall have any right to take part in the management or operation of the Company other than through the Managers appointed by the Members having the right to designate Managers to the Board. No Member shall, without the prior written approval of the Board, take any action on behalf of or in the name of the Company, or enter into any commitment or obligation binding upon the Company, except for actions expressly authorized by the terms of this Agreement. Members shall not be entitled to any dissenters rights or to seek appraisal with respect to any transaction, including the merger or consolidation of the Company with any Person. For the avoidance of doubt, no Member shall have any “contractual appraisal rights” as such term is used in Section 18-210 of the Act.

Section 4.7. Bankruptcy of a Member. The occurrence of any event set forth in Section 18-304 of the Act with respect to a Member shall not cause a dissolution of the Company, but the rights of such Member to receive distributions shall, on the happening of such an event, devolve on its successor, administrator or other legal representative for the purpose of settling its estate or administering its property, and the Company shall continue as a limited liability company. The successor or estate of any bankrupt Member described in the preceding sentence shall be liable for all the obligations of such Member.

ARTICLE V

TRANSFER OF COMPANY INTERESTS

Section 5.1. Prohibited Transfers. No Member may Transfer all or any part of its Units or any interest therein if such Transfer: (i) would subject the Company to the reporting requirements of the Exchange Act, (ii) is prohibited by the Securities Act, (iii) would be to a competitor of the Company, as determined by the Board in its sole discretion; provided, for purposes

of clarity, none of the Biogen Member, the Perceptive Members, Jennison Global Healthcare Master Fund, Ltd., the Janus Members, the RA Members, FC Fund III Solid Holdings, Inc. and the Bain Members, nor any of their respective Affiliates, shall be deemed a competitor of the Company, or (iv) would cause the Company to lose its status as a partnership for federal income tax purposes or cause the Company to be classified as a "publicly traded partnership" within the meaning of Code Section 7704 and the Regulations promulgated thereunder. No Series B Common Member or Series D Common Member may Transfer any of its unvested Series B Common Units or Series D Common Units, respectively. Notwithstanding anything to the contrary in this Agreement, no Transfer to any Person who is not already a Member shall be effective, and no such Transfer will be recognized by the Company, unless and until such Transfer has been evidenced by a written agreement, in form and substance satisfactory to the Company, that has been executed by the transferor, the transferee and the Company, pursuant to which the transferee shall agree to be bound by the terms, conditions and obligations of this Agreement and such Units shall continue to be subject to the provisions set forth in this Agreement.

Section 5.2. Right of First Refusal.

(a) Inside Offer. Subject to the terms of Section 5.1, if any Series D Common Member holding Series D Common Units representing greater than one percent (1%) of the outstanding Units of the Company (the "**Offeror**") desires to Transfer any or all of its Series D Common Units (the "**Offered Units**"), the Offeror shall deliver to the Company, the Series 1 Senior Preferred Members and the Junior Preferred Members (the "**Offerees**") a written notice of the proposed transaction (hereinafter referred to as a "**First Refusal Notice**") to Transfer the Offered Units, which shall set forth the name and address of the proposed purchaser (the "**Third Party Purchaser**") and the material terms and conditions of the proposed transaction, including the purchase price and the number of Offered Units. The First Refusal Notice shall be accompanied by a written offer (hereinafter referred to as the "**Inside Offer**") irrevocable for twenty (20) Business Days from the date it is given, to sell to the Offerees, for a price determined in accordance with Section 5.2(c), the Offered Units, on the same terms and conditions as are contained in the First Refusal Notice. Upon such occurrence, the Company shall be entitled to purchase any of the Offered Units that it chooses, which decision shall be made by a vote of the Board. If the Company does not purchase all of the Offered Units, each Offeree holding Senior Preferred Units shall be entitled to purchase its pro rata share of the Offered Units not purchased by the Company. The pro rata share of each such Offeree shall be equal to the product obtained by multiplying the Offered Units that are not to be purchased by the Company by a fraction, the numerator of which is the number of Senior Preferred Units held by such Offeree at the time of sale and the denominator of which is the number of Senior Preferred Units held by all such Offerees at such time. If the Company and the Senior Preferred Members do not purchase all of the Offered Units, each Offeree holding Junior Preferred Units shall be entitled to purchase its pro rata share of the Offered Units not purchased by the Company and Senior Preferred Members. The pro rata share of each such Offeree shall be equal to the product obtained by multiplying the Offered Units that are not to be purchased by the Company and Senior Preferred Members by a fraction, the numerator of which is the number of Junior Preferred Units held by such Offeree at the time of sale and the denominator of which is the number of Junior Preferred Units held by all such Offerees at such time. If one or more Offerees accept the Inside Offer as to any Offered

Units, such Offerees shall purchase and pay for such Offered Units in accordance with the terms of the Inside Offer. If any Offeree other than the Company does not accept its pro rata share of Offered Units, the other Offerees other than the Company that have accepted the Inside Offer in a timely fashion shall have the right of over-allotment with respect thereto.

(b) Right of First Refusal Procedure. If any of the Offered Units offered by the Offeror are not purchased pursuant to the Inside Offer, or payment therefor is not made in accordance with Sections 5.2(d) and Section 5.2(e), the Offeror may Transfer such Offered Units to the Third Party Purchaser on the same terms and conditions set forth in the First Refusal Notice, during the sixty (60) day period immediately following expiration of the Inside Offer; provided that such Third Party Purchaser shall receive and hold such Offered Units subject to the provisions of this Agreement. All Offered Units Transferred pursuant to this Section 5.2 (other than Offered Units purchased by the Company) shall remain subject to the terms of this Agreement. Any Offered Units not purchased pursuant to the Inside Offer or by the Third Party Purchaser within such sixty (60) day period may not be Transferred without again offering them to the Offerees in accordance with this Section 5.2.

(c) Purchase Price. The purchase price to the Offerees for Offered Units shall be an amount equal to: (i) 100% of the cash purchase price plus (ii) 100% of the fair market value (as reasonably determined in good faith by the Board) of any non-cash consideration identified in the First Refusal Notice.

(d) Terms of Payment. If the Offerees exercise their right to purchase Offered Units pursuant to the terms of this Section 5.2, the Offerees shall purchase such Offered Units on substantially the same terms and with the same method of payment as are specified in the First Refusal Notice; provided, however, that if the method of payment set forth in the First Refusal Notice consists of property other than cash, then the Offerees shall be entitled to pay the purchase price in a sum of cash equivalent to the fair market value (as reasonably determined in good faith by the Board) of such other property.

(e) Closing. The closing date of the purchase of Offered Units subscribed for by the Offerees pursuant to this Section 5.2 shall be as specified in the written acceptance from the subscribing Offerees to the Offeror, which date shall not be fewer than five (5) or more than thirty (30) days after the giving of such notice by the Offerees. At such closing, the Offeror shall deliver to the subscribing Offerees appropriate documents representing ownership of the Offered Units being sold, duly endorsed for Transfer and accompanied by all requisite transfer taxes, if any, and such Offered Units shall be free and clear of any liens, claims, options, charges or encumbrances (other than restrictions under this Agreement or applicable securities laws), and the Offeror shall so represent and warrant, and shall further represent and warrant that the Offeror is the sole record and beneficial owner of such Offered Units. The Offerees purchasing Offered Units shall deliver at the closing payment of the purchase price as described in Section 5.2(c). At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate to effect the sale of such Offered Units, including counterpart signature pages to this Agreement to reflect a party’s status as a Member.

Section 5.3. Right of Co-Sale. Subject to the terms of Section 5.1 and Section 5.2, if any Series D Common Member holding Series D Common Units representing greater than one percent (1%) of the outstanding Units of the Company (a "**Selling Member**") proposes to sell all or any of its Series D Common Units (the "**Specified Units**") to a Third Party Purchaser (excluding, for the avoidance of doubt, the Company), the Series 1 Senior Preferred Members and Junior Preferred Members (the "**Co-Sale Members**"), regardless of whether a Co-Sale Member exercised its right of first refusal (if any) as an Offeree pursuant to Section 5.2, shall have the right to Transfer Series 1 Senior Preferred Units and Junior Preferred Units of the Co-Sale Member to the Third Party Purchaser, as a condition to such Transfer by such Selling Member, in the amounts and on the terms and conditions as follows:

(a) Option to Participate. The Selling Member shall deliver to the Company and the Co-Sale Members a written notice of the proposed transaction (hereinafter referred to as a "**Co-Sale Notice**") to Transfer the Specified Units which shall set forth the name and address of the Third Party Purchaser and the material terms and conditions of the proposed transactions, including the purchase price and the number of Specified Units (the "**Co-Sale Terms**"). Co-Sale Members may elect to participate in the contemplated sale by delivering a written notice (an "**Election Notice**") to the Selling Member within twenty (20) Business Days after the giving of a Co-Sale Notice relating to such Transfer and the Co-Sale Members may elect to Transfer in the contemplated transaction up to that number of Series 1 Senior Preferred Units and Junior Preferred Units owned by the Co-Sale Members as is determined in accordance with Section 5.3(c).

(b) Price per Unit. Each Co-Sale Member shall have the right to Transfer Series 1 Senior Preferred Units and Junior Preferred Units to the Third Party Purchaser pursuant to the Co-Sale Notice for an amount per Series 1 Senior Preferred Unit or Junior Preferred Unit, respectively, that equals the amount per Series 1 Senior Preferred Unit or Junior Preferred Unit, respectively, that such Co-Sale Member would be entitled to receive, if, immediately prior to such sale, the Company sold all of its assets subject to all of its liabilities for an amount equal to the implied aggregate equity valuation of the Company as reasonably determined by the Board based on the price per Specified Unit that the Third Party Purchaser proposed to pay to the Selling Member, and distributed such amount to the Members pursuant to Section 8.1 and otherwise on the same terms and conditions as involved in such proposed sale to the Third Party Purchaser by the Selling Member.

(c) Number of Units. Each Co-Sale Member shall have the right to Transfer pursuant to the Co-Sale Notice an amount of Series 1 Senior Preferred Units and Junior Preferred Units equal to: (i) the number of Specified Units, multiplied by (ii) the result of: (A) the number of Series 1 Senior Preferred Units and Junior Preferred Units held by such Co-Sale Member, divided by (B) the total number of Series D Common Units (other than unvested Series D Common Units) issued and outstanding and held by the Selling Member plus the total number of all Series 1 Senior Preferred Units and Junior Preferred Units issued and outstanding and held by all Co-Sale Members participating in such sale pursuant to this Section 5.3. To the extent that any Co-Sale Member exercises such right of participation in accordance with the terms and conditions of this Agreement, the number of Specified Units which the Selling Member may Transfer shall be correspondingly reduced.

(d) Transfer Restrictions Binding on Third Party Purchaser. If any Units are sold pursuant to this Section 5.3 to any Third Party Purchaser who is not a party to this Agreement, such purchaser shall agree to be bound by the terms, conditions and obligations of this Agreement as a precondition to the purchase of such Units and such Units shall continue to be subject to the provisions set forth in this Agreement.

(e) Representations and Warranties; Other Obligations. In connection with a Transfer pursuant to this Section 5.3, each participating Co-Sale Member shall be required (i) to make representations and warranties in such form as the Selling Member or the Third Party Purchaser may reasonably request, regarding the Series 1 Senior Preferred Units and Junior Preferred Units that it proposes to Transfer, including, such Co-Sale Member's ownership of and authority to Transfer such Series 1 Senior Preferred Units and Junior Preferred Units, the absence of any liens or other encumbrances on such Series 1 Senior Preferred Units and Junior Preferred Units (other than restrictions under this Agreement or applicable securities laws), and the compliance of such Transfer with federal and state securities laws and all other applicable laws and regulations; and (ii) to bear its proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations. In connection with a Transfer pursuant to this Section 5.3, no participating Co-Sale Member or any of its Affiliates shall be required to agree to any noncompetition, customer nonsolicitation or similar restrictive covenants.

(f) No Waiver of Subsequent Rights. The exercise or non-exercise of the rights of any Co-Sale Member under this Section 5.3 shall not affect its rights to participate in subsequent Transfers by a Selling Member that meet the conditions specified in this Section 5.3.

(g) Consummation of Sale. The Selling Member shall have no liability to any Co-Sale Member if any Transfer proposed to be made pursuant to this Section 5.3 is not consummated.

Section 5.4. Indemnities. If Members are required to provide any representations, warranties or indemnities in connection with the Transfer of their Units in a transaction described in this Article V (other than representations, warranties and indemnities concerning each such Member's valid ownership of its Units free of all liens and encumbrances (other than restrictions under this Agreement or applicable securities laws), and each such Member's authority, power and right to enter into and consummate such sale or Transfer without violating any other agreement), then each such Member shall not be liable for more than the amount of proceeds actually received by such Member for any liability for misrepresentation, breach of warranty or indemnity and such liability shall be satisfied first out of any funds escrowed for such purpose.

Section 5.5. Preemptive Rights.

(a) The Company hereby grants to each Major Investor, Series B Common Member and Series C Common Member (the "**Preemptive Rights Members**"), the right to purchase up to that number of New Securities (as defined below) equal to the number of New Securities which the Company, from time to time, proposes to sell or issue, following the date of this Agreement, multiplied by a fraction, the numerator of which is the sum of (i) the number of Units held by such Preemptive Rights Member at the time of issuance of the New Securities, plus (ii) the number of Series 2 Senior

Preferred Units that such Preemptive Rights Member would be entitled to purchase at the Additional Closing in accordance with Section 2.3(a) of the Senior Preferred Purchase Agreement, and the denominator of which is the sum of (i) the number of Units held by all Members (excluding unvested Units) at the time of issuance of the New Securities, plus (ii) the total number of Series 2 Senior Preferred Units to be sold at the Additional Closing.

(b) Definition of New Securities. "**New Securities**" means (1) any Units or other equity securities of the Company whether now authorized or not, or (2) any rights, options or warrants to purchase Units or other equity securities and any indebtedness or class of Units of the Company which is convertible or exchangeable into Units or other equity securities (or which is convertible or exchangeable into a security which is, in turn, convertible or exchangeable into Units or other equity securities) of the Company; provided, however, that the term New Securities does not include:

(i) Units issued upon any subdivision or combination of all Units;

(ii) Series D Common Units issued to officers, employees, consultants and other service providers to the Company; provided, that the aggregate number of such Units issued after the date of this Agreement that are outstanding as of such time shall not exceed the sum of (A) 1,350,000 (including for this purpose all of such Units that are unvested) and (B) the number of such Units outstanding on the date of this Agreement that are forfeited to the Company for no consideration and thereafter made available for issuance (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events);

(iii) the issuance of any Units upon the exercise or conversion of any rights, options or warrants to purchase Units; or

(iv) Series 2 Senior Preferred Units issued upon an Additional Closing Event.

(c) Notice from the Company. If New Securities are to be issued which trigger the rights set forth in Section 5.5(a), the Company shall give each Preemptive Rights Member written notice of such proposal, describing the type of New Securities and the price and the terms upon which the Company proposes to issue the same. For a period of twenty-five (25) days following the giving of such notice by the Company, the Company shall be deemed to have irrevocably offered to sell to each Preemptive Rights Member the number of New Securities calculated in accordance with Section 5.5(a) for the price and upon the terms specified in the notice. Each Preemptive Rights Member may exercise its preemptive rights hereunder by giving written notice to the Company and stating therein the quantity of New Securities to be purchased.

(d) Sale by the Company. If any Preemptive Rights Member fails to exercise in full its preemptive right within said twenty-five (25) day period, each Preemptive Rights Member that has exercised in full its preemptive right within such period shall have the right of over-allotment with respect thereto. If, after the foregoing, preemptive rights have not been exercised with respect to all proposed New Securities, the Company shall have sixty (60) days thereafter to sell the New Securities with respect to which the preemptive right was not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Company's notice given pursuant to Section 5.5(d).

(e) Closing. The closing for any such issuance shall take place as proposed by the Company with respect to the New Securities to be issued, at which closing the Company shall revise the List of Members to reflect the respective names of the purchasing Members against receipt of payment therefor.

(f) Immediate Purchase. Upon the written consent of the Holders of a majority of the outstanding Series 1 Senior Preferred Units and Junior Preferred Units, voting together as a single class, nothing in this Section 5.5 shall be deemed to prevent the Company from issuing New Securities, for cash, to any Preemptive Rights Member (an "**Immediate Purchaser**") without first complying with the provisions of this Section 5.5, provided, that in connection with such purchase (an "**Immediate Purchase**"): (i) the Board has determined in good faith that an immediate cash investment is in the best interests of the Company; and (ii) within twenty (20) Business Days following the consummation of any Immediate Purchase, the Immediate Purchaser and the Company shall notify each of the other Preemptive Rights Members of the existence and terms of the Immediate Purchase and afford such Preemptive Rights Members their respective rights under this Section 5.5 with respect to their purchase of a pro rata share (based upon relative ownership of Units) of the New Securities issued to the Immediate Purchaser at the same purchase price paid by the Immediate Purchaser.

(g) Waiver. By its execution of this Agreement, each Member hereby irrevocably waives its preemptive rights pursuant to the 2nd A&R LLC Agreement and/or the GT LLC Agreement in connection with the issuance and sale of the Series 1 Senior Preferred Units on the date of this Agreement.

ARTICLE VI

MANAGEMENT AND OPERATION OF THE COMPANY

Section 6.1. Board.

(a) Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Board, and, except with respect to certain consent or approval requirements required by the Act or provided in this Agreement, no Member, by virtue of having the status of a Member, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as described in the preceding sentence, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board in accordance with this Agreement and (ii) the Managers shall exercise such powers in compliance with this Agreement and ensure that all required organizational formalities are observed with respect to the Company. Under the direction of the Board, the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers, who shall be agents of the Company. In addition to the powers that now or hereafter may be granted under the Act and to all other powers granted under any other provision of this Agreement, the Board shall have full power and authority to do all things on such terms as it may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company, subject to the provisions of the Act and this Agreement.

(b) Number, Appointment. The Board shall initially consist of eight (8) Managers. Appointments made pursuant to this Section 6.1 shall be evidenced by an instrument in writing signed by the appointing Member(s) and delivered to the Company. A Manager is not required to hold Units in order to serve as a Manager. Each Manager shall hold office until his successor is appointed and qualified or until his earlier resignation, removal or death. The Managers of the Company shall be designated and elected as follows:

(i) For so long as the RA Members and the Bain Members own at least 50% of the Series 1 Senior Preferred Units collectively issued to them as of the date of this Agreement (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), by vote of the Holders of a majority of the outstanding Series 1 Senior Preferred Units held by the RA Members and the Bain Members, the RA Members and the Bain Members shall collectively be entitled to designate and appoint one (1) Manager (the "**Senior Preferred Manager**"). Upon the reasonable request of the Senior Preferred Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(ii) For so long as any Junior Preferred Units are outstanding, the two largest Holders of Junior Preferred Units shall each be entitled to designate and appoint one (1) Manager (together, the "**Junior Preferred Managers**"), provided that for so long as the Perceptive Members own at least 50% of the Junior Preferred Units issued to them as of the date of this Agreement (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), the Perceptive Members shall together be entitled to designate and appoint one Junior Preferred Manager, which Manager shall initially be Adam Stone, and provided that for so long as the Biogen Member owns at least 50% of the Junior Preferred Units issued to it as of the date of this Agreement (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), the Biogen Member shall be entitled to designate and appoint one Junior Preferred Manager, which Manager shall initially be Lynne Sullivan. Upon the reasonable request of a Junior Preferred Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(iii) For so long as any Series A Common Units are outstanding, the Series A Common Members, by vote of the Holders of a majority of the outstanding Series A Common Units, shall collectively be entitled to designate and appoint two (2) Managers (together, the "**Series A Managers**"), which Managers shall initially consist of Matthew Arnold and Robert Huffines. Upon the reasonable request of a Series A Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(iv) For so long as any Series B Common Units are outstanding, the Series B Common Members, by vote of the Holders of a majority of the outstanding Series B Common Units, shall collectively be entitled to designed and appoint three (3) Managers (collectively, the "**Series B Managers**"), which Managers shall initially consist of Ilan Ganot, Gilad Hayeem and Andrey Zarur. Upon the reasonable request of a Series B Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(c) Resignation; Removal. Managers may resign at any time. Managers may be removed at any time for any reason or no reason upon the written direction of the Member(s) that are permitted to appoint such Manager(s) pursuant to this Section 6.1, effective upon the delivery of such written direction by the removing Member(s) or Managers to the Company.

(d) Regular Meetings. The Board shall hold regular meetings at such times and places as may be reasonably fixed by the Managers.

(e) Special Meetings. Special meetings of the Board shall be held whenever called by at least two (2) Managers. Unless otherwise agreed to by all of the Managers present at a special meeting, the business to be transacted at any special meeting shall be limited to that stated in the notice of the meeting. Notice of any special meeting shall be given to each Manager at his business or residence in writing, or by telephone communication or electronic transmission (provided, with respect to electronic transmission, that the Manager has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. A meeting may be held at any time without notice if all Managers waive notice of the meeting in writing, either before or after such meeting.

(f) Telephonic Meetings. Managers may participate in a meeting of the Board by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(g) Quorum; Consent of Managers. Unless otherwise expressly provided herein, at any meeting of the Board, a quorum shall be present if a majority of all Managers then in office are present. When a quorum is present at any meeting of the Board, the vote of a majority of the Managers present shall be the act of the Board. Consent of the Board may also be obtained by majority written consent of the Managers, provided that the Senior Preferred Manager and at least one of the Junior Preferred Managers are included in such majority. Each Manager shall have one (1) vote on each matter presented to the Board for action on its part.

(h) Board Committees. The Board shall have the right, by vote or consent, to establish any committees that it deems necessary or convenient from time to time. Each non-Officer Manager shall be entitled in such person's discretion to be a member of any Board committee.

(i) Special Board Matters. The Company shall not, without the approval of the Board, which approval must include the affirmative vote of at least one of the Senior Preferred Manager and Junior Preferred Managers (for the avoidance of doubt, one affirmative vote in total from the Senior Preferred Manager and Junior Preferred Managers, taken in the aggregate):

(i) make any loan or advance to, or purchase any stock or other securities of, any Company Subsidiary or other corporation, partnership or other entity unless it is wholly-owned by the Company, in an amount greater than $1,000,000;

(ii) make any loan or advance to any natural person, including, any employee or Manager of the Company, except advances and similar expenditures in the ordinary course of business or under the terms of an employee unit or option plan approved by the Board;

(iii) guarantee any indebtedness except for trade accounts of any Company Subsidiary arising in the ordinary course of business;

(iv) make any investment inconsistent with any investment policy approved by the Board;

(v) enter into or be a party to any transaction with any Manager or Officer or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such Person except for transactions made in the ordinary course of business and pursuant to reasonable requirements of the Company's business;

(vi) hire, fire or change the compensation of the Chairman, Chief Executive Officer, President, Chief Scientist, Chief Medical Officer or any other corporate level Officer, including approving any equity incentive grants;

(vii) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(viii) sell, assign, license, pledge or encumber material technology or intellectual property, including sales, assignments, licenses, pledges or encumbrances involving a Company Subsidiary, other than non-exclusive licenses granted in the ordinary course of business; or

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company or to the Company of assets greater than $2,000,000, whether in one transaction or a series of related transactions.

(j) Matters Reserved for Consent of Certain Members. For so long as any Series 1 Senior Preferred Units or Junior Preferred Units are outstanding, the Company shall not, and the Board shall not have the authority to cause the Company to, without the consent of the Holders of a majority of the outstanding Series 1 Senior Preferred Units and Junior Preferred Units, voting together as a single class, either directly or by amendment, merger, consolidation or otherwise:

(i) liquidate, dissolve or wind-up the affairs of the Company, or effect any Deemed Liquidation Event, except pursuant to Section 10.1(c);

(ii) amend, alter or repeal any provision of this Agreement in a manner adverse to the rights, preferences or privileges of the Series 1 Senior Preferred Units and/or Junior Preferred Units, which, for purposes of clarity, shall be deemed to include, but not be limited to, any amendment, alteration or repeal of Section 3.2, Section 3.3, Section 3.5, Section 3.7, Section 4.5, Section 5.2, Section 5.3, Section 5.5, Section 6.1(a), Section 6.1(b), Section 6.1(i), Section 6.1(j), Article VII, Article VIII, Article X and the terms defined in Section 1.1 and used in such; provided such consent shall not be required for an amendment or alteration of this Agreement that solely creates any security having a right to receive distributions junior to the rights of the Series 1 Senior Preferred Units and Junior Preferred Units set forth in Section 8.1(a)(i);

(iii) create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior or pari passu to the rights of the Series 1 Senior Preferred Units and/or Junior Preferred Units set forth in Section 8.1(a)(i), or increase the authorized number of Series 1 Senior Preferred Units and/or Junior Preferred Units;

(iv) purchase or redeem or pay any distribution on any Units (other than distributions pursuant to Section 3.8, Section 8.3 or Article X or the redemption of Series D Common Units from former officers, employees, consultants or other service providers in connection with the cessation of their services, at cost); or

(v) create or authorize the creation of any debt security if the Company's aggregate indebtedness for borrowed money would exceed $2 million (other than equipment leases), unless such debt security has received the prior approval of the Board, including the approval of at least one of the Senior Preferred Manager and Junior Preferred Managers.

For the avoidance of doubt, the issuance of Series 2 Senior Preferred Units upon an Additional Closing Event in accordance with the Senior Preferred Purchase Agreement shall not require any consent pursuant to this Section 6.1(j).

(k) Board Observers.

(i) Series 1 Senior Preferred. From the date hereof through September 1, 2017, if the RA Members and the Bain Members own at least 50% of the Series 1 Senior Preferred Units collectively issued to them as of the date of this Agreement (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), by vote of the Holders of a majority of the outstanding Series 1 Senior Preferred Units held by the RA Members and the Bain Members, the RA Members and the Bain Members shall collectively be entitled to designate one representative (an "**Observer**"), to attend, and to receive notice of, all meetings of the Board or any committee thereof as a non-voting observer, and to receive all materials provided generally to Managers at the same time as such materials are provided to such Managers; provided, that, the Board or committee thereof shall have the right to exclude such Observer (or fail to provide such materials) if the absence of the

Observer in such meeting, or the failure to provide such materials is deemed necessary by the Board or committee, in its reasonable discretion, to preserve attorney-client privilege in connection with any matter being discussed in such meeting or contained in such materials.

(ii) Junior Preferred. If, at any time that the Perceptive Members or Biogen Member has the right to designate and appoint a Junior Preferred Manager pursuant to this Section 6.1, but such Member waives such right, such Member shall be entitled to designate an Observer, to attend, and to receive notice of, all meetings of the Board or any committee thereof as a non-voting observer, and to receive all materials provided generally to Managers at the same time as such materials are provided to such Managers; provided, that, the Board or committee thereof shall have the right to exclude such Observer (or fail to provide such materials) if the absence of the Observer in such meeting, or the failure to provide such materials is deemed necessary by the Board or committee, in its reasonable discretion, to preserve attorney-client privilege in connection with any matter being discussed in such meeting or contained in such materials.

Section 6.2. Officers.

(a) Appointment of Officers. The Board may, subject to the terms of this Agreement, appoint individuals as officers ("**Officers**") of the Company, which may include a Chairman (who shall initially be Zarur), Chief Executive Officer (who shall initially be Ganot), President (who shall initially be Hayeem), Chief Financial Officer, Chief Operating Officer (who shall initially be Alvaro Amorrortu), one or more Vice-Presidents (who shall initially include Jorge A. Quiroz), Secretary, Treasurer, one or more Assistant Secretaries (who shall initially include Jonathan Budd), one or more Assistant Treasurers (who shall initially include Jonathan Budd), and such other Officers as the Board deems advisable. No Officer need be a Member or a Manager. An individual can be appointed to more than one office.

(b) Duties of Officers Generally. Under the direction of and, at all times, subject to the authority of the Board, the Officers shall, subject to the terms of this Agreement and the Act, have full and complete discretion to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as such Officers deem necessary or appropriate to accomplish the foregoing.

(c) Authority of Officers. Subject to Section 6.2(b), any Officer of the Company shall have the right, power and authority to transact business in the name of the Company or to execute agreements on behalf of the Company, with respect to those agreements which are commonly signed by such equivalent officers of a corporation organized under the laws of the State of Delaware. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any Officer to the effect that such Officer is acting on behalf of the Company.

(d) Removal, Resignation and Filling of Vacancy of Officers. Subject to the terms of this Agreement, the Board may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Board, and such resignation shall

take effect at the date of receipt of that notice or any later time specified in that notice; provided, however, that unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such Officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(e) Compensation of Officers. Subject to the terms of this Agreement, the Officers shall be entitled to receive compensation from the Company as determined by the Board.

ARTICLE VII

ALLOCATIONS AND OTHER TAX MATTERS

Section 7.1. General Application. The rules set forth below in this Article VII shall apply for the purposes of determining each Member's general allocable share of the items of income, gain, loss or expense of the Company comprising Net Income or Net Loss for each fiscal year, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect the aforementioned general and special allocations. For each fiscal year, the special allocations in Section 7.3 shall be made immediately prior to the general allocations of Section 7.2.

Section 7.2. General Allocations.

(a) Allocations for a Fiscal Year and a Winding Up Year. The items of income, expense, gain and loss of the Company comprising Net Income or Net Loss of the Company for a fiscal year (including any Winding Up Year), shall be allocated among the Persons who were Members during such fiscal year in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year to equal the excess (which may be negative) of:

(i) the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year: (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, taking into account any adjustments thereto for such fiscal year; (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability, to the Gross Asset Value of the assets securing such liability); and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full pursuant to Section 8.1(a), over

(ii) the sum of: (A) the amount, if any, which such Member is obligated to contribute to the capital of the Company; (B) such Member's share of the Company Minimum Gain determined pursuant to Regulations Section 1.704-2(g); and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 7.2(a)(i).

(b) Loss Limitation. Notwithstanding anything to the contrary in this Section 7.2, the amount of items of expense and loss of the Company allocated pursuant to this Section 7.2 to any Member shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. All such items in excess of the limitation set forth in this Section 7.2(b) shall be allocated first, to Members who would not have an Adjusted Capital Account Deficit, pro rata, in proportion to their Capital Account balances, adjusted as provided in clauses (a) and (b) of the definition of Adjusted Capital Account Deficit, until no Member would be entitled to any further allocation, and thereafter, to all Members, pro rata, in proportion to their Units held.

Section 7.3. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a fiscal year in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Article VII, each Member shall receive such special allocations of items of Company income and gain as are required in order to conform to Regulations Section 1.704-2.

(b) Qualified Income Offset. Subject to Section 7.3(a), but notwithstanding any other provision of this Article VII, items of income and gain shall be specially allocated to the Members in a manner that complies with the "qualified income offset" requirement of Regulations Section 1.704-1(b)(2)(ii)(d)(3).

(c) Deficit Capital Accounts Generally. If a Member has a deficit Capital Account balance at the end of any fiscal year which is in excess of the sum of: (i) the amount such Member is then obligated to restore pursuant to this Agreement; and (ii) the amount such Member is then deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), respectively, such Member shall be specially allocated items of income and gain of the Company in an amount of such excess as quickly as possible, provided that any allocation under this Section 7.3(c) shall be made only if and to the extent that a Member would have a deficit Capital Account balance in excess of such sum after all allocations provided for in this Article VII have been tentatively made as if this Section 7.3(c) were not in this Agreement.

(d) Deductions Attributable to Member Nonrecourse Debt. Any item of loss or expense of the Company that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Regulations Section 1.752-2) for such Member Nonrecourse Debt.

(e) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be specially allocated among the Members pro rata to their relative ownership of Units.

(f) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any asset of the Company, pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into

account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

The allocations pursuant to Sections 7.3(a), 7.3(b) and 7.3(c) shall be comprised of a proportionate share of each of the Company's items of income or gain. The amounts of any income, gain, loss or deduction of the Company available to be specially allocated pursuant to this Section 7.3 shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) of the definitions of Net Income and Net Loss.

Section 7.4. Allocation of Nonrecourse Liabilities. For purposes of determining each Member's share of Nonrecourse Liabilities, if any, of the Company in accordance with Regulations Section 1.752-3(a)(3), the Members' interests in the Company's profits shall be determined in the same manner as prescribed by Section 7.3(e).

Section 7.5. Other Allocation Rules.

(a) Tax Allocations; Other Allocation Rules.

(i) Tax Allocations. Tax allocations of each item of income, gain, loss, or deduction of the Company for federal income tax purposes for each fiscal year or other accounting period of the Company shall be made consistent with and in the same proportion as the corresponding allocations of such items of income, gain, loss or deduction that are made pursuant to Sections 7.2 and 7.3 for such year or period, except that, solely for tax purposes, items of income, expense, gain and loss with respect to assets of the Company reflected hereunder in the Members' Capital Accounts and on the books of the Company at values that differ from the Company's adjusted tax basis in such assets shall be allocated among the Members so as to take account of those differences in a manner which will comply with Code Sections 704(b) and 704(c) and the Regulations promulgated thereunder. The Company shall, at the discretion of the Board of Managers, make, or not make, "curative" or "remedial" allocations (within the meaning of the Regulations Section 1.704-3).

(ii) Changes in Members' Interests. If during any fiscal year or other accounting period of the Company there is a change in any Member's interest in the Company, the Board of Managers shall allocate Net Income or Net Loss to the Members in a manner that complies with the provisions of Code Section 706 and the Regulations thereunder.

(iii) Credits. All tax credits of the Company for a fiscal year or other accounting period (or portion thereof, if appropriate) shall be allocated among the Members in accordance with their interests in such items in a manner reasonably determined by the Board of Managers, consistent with applicable law.

(b) Tax Withholding.

(i) If the Company receives proceeds in respect of which a tax has been withheld, the Company shall be treated as having received cash in an amount equal to the amount of such withheld tax, and, for all purposes of this Agreement each Member shall be treated as having received a distribution under Article VIII equal to the portion of the withholding tax allocable to such Member, as reasonably determined by the Board of Managers.

(ii) If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member, any amount which is (A) actually withheld from a distribution that would otherwise have been made to such Member, and (B) paid over to the applicable taxing authority in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member under Article VIII. For these purposes, each Member's direct and indirect share of any payments by the Company or any other entity treated as a partnership for U.S. federal income tax purposes (other than the portion of any such payment by an entity that is held directly or indirectly by the Company through an entity treated as a corporation for U.S. federal income tax purposes) pursuant to Subchapter C of Chapter 63 of the Code shall be deemed to be a withholding tax obligation with respect to such Member that otherwise meets the requirements of the preceding sentence to be treated as having been distributed to such Member under Article VIII.

(iii) Taxes withheld pursuant to Sections 7.5(b)(i) or (ii), but which exceed the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 7.5(b)(iii) shall be repaid by such Member to the Company within thirty (30) days after the Board of Managers gives notice to such Member making demand therefor, with any such demands being made equitably and ratably of such Members. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The Company shall collect any unpaid amounts from any distributions by the Company that would otherwise be made to such Member.

(iv) The Company shall not be liable for any excess taxes withheld in respect of any Member's Units, and, in the event of any such overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate governmental authority. If the Company or any of its respective Affiliates, or any of their respective shareholders, partners, members, officers, directors, employees, managers and, as determined by the Board of Managers in its discretion, consultants or agents, becomes liable as a result of a failure to withhold and remit taxes in respect of any Member, then such Member shall, unless otherwise agreed by the Board of Managers in writing, to the fullest extent permitted by law, indemnify and hold harmless the Company or any of its respective Affiliates, or any of their respective shareholders, partners, members, officers, directors, employees, managers and, as determined by the Board of Managers in its discretion, consultants or agents, as the case may be, in respect of all taxes, including interest and penalties, and any expenses incurred in any examination, determination, resolution and payment of such liability. The provisions contained in this Section 7.5(b) shall survive the termination of the Company, the termination of this Agreement and the Transfer of any Units.

(c) Tax Classification of the Company. It is intended that the Company be classified as a partnership for United States federal income tax purposes.

(d) Certain Tax Elections. Except in connection with actions taken in accordance with Section 11.1, the Company shall not file any election pursuant to Regulations Section 301.7701-3(c) to be treated as an entity other than a partnership or elect, pursuant to Code Section 761(a), to be excluded from the provisions of subchapter K of the Code.

(e) Publicly Traded Partnership. To ensure that Units are not traded on an established securities market within the meaning of Regulations Section 1.7704-1(b) or readily tradable on a secondary market or the substantial equivalent thereof within the meaning of Regulations Section 1.7704-1(c), notwithstanding anything to the contrary contained in this Agreement:

(i) the Company shall not participate in the establishment of a market or the inclusion of Units thereon; and

(ii) the Company shall not recognize any Transfer made on any market by (A) redeeming any Units of a Member, or (B) admitting as a Member any transferee pursuant to a Transfer or otherwise recognizing any rights of any transferee, such as a right of such transferee to receive distributions from the Company (directly or indirectly) or to acquire an interest in the capital or profits of the Company.

(f) Other Tax Elections.

(i) Elections by the Company. Except as provided in Section 7.5(a)(i), relating to Code Section 704(c) allocation methods, Section 7.5(d), relating to the tax classification of the Company, and Section 7.5(f)(ii), relating to Code Section 754 elections, the Board of Managers may make, or refrain from making, in its sole and absolute discretion, any tax election provided under the Code, or any provision of state, local or foreign tax law. All decisions and other matters concerning the computation and allocation of items of income, gain, loss, deduction and credits among the Members, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board. Any determination made pursuant to this Section 7.5(f) by the Board of Managers shall be conclusive and binding on all Members.

(ii) Elections by Company Subsidiaries. The Company will make and the Company will, if authorized in the sole and absolute discretion of the Board of Managers, cause any and all eligible Company Subsidiaries to make, an election under Code Section 754.

(iii) Election by Members. In the event any Member makes any tax election that requires the Company to furnish information to such Member to enable such Member to compute its own tax liability, or requires the Company to file any tax return or report with any tax authority, in either case that would not be required in the absence of such election made by such Member, the Board of Managers may, as a condition to furnishing such information or filing such return or report, require such Member to pay to the Company any incremental expenses incurred in connection therewith.

(iv) Other Member Obligations. Promptly upon request, each Member shall use commercially reasonable efforts to provide the Company with any information related to such Member necessary (A) to allow the Company to comply with any tax reporting, tax withholding or tax payment obligations of the Company or (B) to establish the Company's legal entitlement to an exemption from, or reduction of, withholding or other taxes or similar payments, including U.S. federal withholding tax under Sections 1471 and 1472 of the Code. For the avoidance of doubt, if a Member fails to provide the Company with any such information, such Member shall not be relieved of any adverse consequences of such failure even if such Member used commercially reasonable efforts to provide such information. A Member who acquires a Unit shall promptly furnish to the Company such information as the Company shall reasonably request to enable it to compute the adjustments required by Section 755 of the Code and the Regulations thereunder.

Section 7.6. Tax Matters Member.

(a) Designation. The Board may appoint, or remove a Person to be designated as the tax matters partner within the meaning of Code Section 6231(a)(7) (the "**Tax Matters Member**"). In such capacity, the Tax Matters Member shall have all of the rights, authority and power, and shall be subject to all of the regulations of, a tax matters partner to the extent provided in the Code and the Regulations. The Tax Matters Member shall also be the "partnership representative" within the meaning of Code Section 6223, and for the avoidance of doubt, references herein to "Tax Matters Member" shall include a person acting in the capacity of "partnership representative."

(b) Foreign, State and Local Tax Law. If any foreign, state or local tax law provides for a tax matters partner or person having similar rights, powers, authority or obligations, the Tax Matters Member shall also serve in such capacity. In all other cases, the Tax Matters Member shall represent the Company in all tax matters to the extent allowed by law.

(c) Expenses of the Tax Matters Member. Expenses incurred by the Tax Matters Member as the Tax Matters Member, or in a similar capacity as set forth in this Section 7.6, shall be borne by the Company as Company expenses. Such expenses shall include fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs.

(d) Effect of Certain Decisions by Tax Matters Member. Any decisions made by the Tax Matters Member, including whether or not to settle or contest any tax matter, whether or not to extend the period of limitations for the assessment or collection of any tax and the choice of forum for such contest shall be made in the Tax Matters Member's sole and absolute discretion.

(e) Inconsistent Return Positions. No Member shall file a notice with the IRS under Code Section 6222(b) in connection with such Member's intention to treat an item on such Member's federal income tax return in a manner that is inconsistent with the treatment of such item on the Company's federal income tax return, unless such Member has, not less than thirty (30) days prior to the filing of such notice, provided the Tax Matters Member with a copy of the notice; in addition, such Member shall thereafter in a timely manner provides such other information related thereto as the Tax Matters Member shall reasonably request.

(f) Consolidated Audit Rules. In furtherance of the foregoing, if the Company is not subject to the consolidated audit rules of Code Section 6221 through 6234 during any taxable year, the Members hereby agree to sign an election pursuant to Code Section 6231(a)(1)(B)(ii) to be filed with the Company's federal income tax return for such taxable year to have such consolidated audit rules apply to the Company to the extent such election is available.

ARTICLE VIII

DISTRIBUTIONS

Section 8.1. Distributions.

(a) Order of Distributions. If and to the extent that the Company makes distributions to its Members, other than pursuant to Section 8.3 and subject to Section 8.1(c), the Company shall, to the fullest extent permitted by law, including without limitation, Section 18-607 of the Act, make distributions as follows:

(i) first, to the Series 1 Senior Preferred Members and the Junior Preferred Members, pro rata between the Series 1 Senior Preferred Members and Junior Preferred Members based on the ratio of the aggregate Series 1 Senior Preferred Original Issue Price plus the aggregate Series 1 Senior Preferred Dividend Amount, if any, at such time, to the aggregate Junior Preferred Original Issue Price plus the aggregate Junior Preferred Dividend Amount, if any, at such time, and further pro rata (A) between the Series 1 Senior Preferred Members, based on the number of Series 1 Senior Preferred Units held by each of them as of such time and (B) between the Junior Preferred Members, based on the number of Junior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (i) equals: (1) with respect to each outstanding Series 1 Senior Preferred Unit, the Series 1 Senior Preferred Original Issue Price plus the Series 1 Senior Preferred Dividend Amount, if any, and (B) with respect to each outstanding Junior Preferred Unit, the Junior Preferred Original Issue Price plus the Junior Preferred Dividend Amount, if any;

(ii) second, to the Series A Common Members, the Series B Common Members, the Series C Common Members and the Series D Common Members, pro rata to the aggregate number of Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units, until the cumulative amount distributed pursuant to this clause (ii) with respect to one Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Junior Preferred Unit pursuant to clause (i);

(iii) third, to the Junior Preferred Members, the Series A Common Members, the Series B Common Members, the Series C Common Members and the Series D Common Members, pro rata to the aggregate number of Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units, until the cumulative amount distributed pursuant to clauses (i), (ii) and (iii) with respect to one Junior Preferred Unit, Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Series 1 Senior Preferred Unit pursuant to clause (i); and

(iv) fourth, subject to Section 3.7, to all Holders of Units, pro rata to the number of Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units.

Solely for purposes of this Section 8.1(a), all Series B Common Units and Series D Common Units resulting from the conversion of the Series A Common Units of the Company (as defined in the 2nd A&R Agreement) as part of the GT Merger that had been issued on or prior to December 17, 2014, shall be deemed fully vested.

(b) Timing of Distributions. The Members acknowledge that the Company shall make distributions at such times as designated by the Board, in its sole discretion, and in accordance with the terms set forth herein; provided, however, that in the event of a Deemed Liquidation Event, the Board shall to the extent permitted by law, cause the Company to distribute to the Members, pursuant to Section 8.1(a), the proceeds received by the Company in connection with such Deemed Liquidation Event within 90 days after the Deemed Liquidation Event; provided that the holders of at least 66% of the outstanding Series 1 Senior Preferred Units and the holders of a majority of the Junior Preferred Units may together waive the occurrence of a Deemed Liquidation Event.

(c) Profits Interests. If the Company issues Series D Common Units intended to be treated as “profits interests” (as that term is used in Revenue Procedures 93-27 and 2001-43), the Members intend that, under current interpretations of the Code, the recipient will not realize income upon the issuance of such Unit. In furtherance of such intention, distributions in respect of any such Series D Common Unit may be limited, as determined by the Board, so that such Series D Common Unit does not share in the value of the Company’s assets as of the date of grant of such Series D Common Unit, and only shares in subsequent appreciation in value of the Company’s assets. Following the promulgation, if any, of final regulations and associated guidance by the Treasury Department and Internal Revenue Service regarding the tax consequences associated with the issuance or transfer of partnership interests in exchange for the performance of services, the Company is authorized and directed to elect (on behalf of the Company and each of its Members) to have the liquidation value safe harbor contemplated by proposed Section 1.83-3(l) of the Treasury Regulations and by the revenue procedure contemplated by IRS Notice 2005-43 (or the corresponding provisions of any such final Treasury Regulations or associated guidance) apply irrevocably with respect to all Series D Common Units transferred in connection with the performance of services. The Company and each Member (including any Member obtaining a Member interest in exchange for the

performance of services and any Person to whom a Member interest in the Company is Transferred) shall comply with all requirements associated with any such election, including forfeiture allocations if the interest for which a Section 83(b) election is made is later forfeited, while the election remains effective.

Section 8.2. Non-Cash Distributions. Whenever a distribution provided for in this Article VIII shall be payable in property other than cash, the amount of the distribution shall equal the Gross Asset Value of such property.

Section 8.3. Tax Distributions. The Board shall cause the Company to distribute within five (5) days prior to each April 15, June 15, September 15 and January 15 of the succeeding year (or such other time period or date as the Board shall determine), in proportion to their respective Tax Liability Deficiencies (as hereinafter defined) for the period in question, an amount up to the aggregate Tax Liability Deficiencies of all Members for such period. For purposes of this Section 8.3, the term "**Tax Liability Deficiency**" means the excess, if any, of (A) the highest marginal combined U.S. federal and state tax rates applicable to individuals, taking into account the character of income and such other reasonable assumptions as determined by the Board, or such higher rate as determined by the Board to be appropriate in order for the Members to defray their tax liability associated with an ownership interest in the Company, of the amount of the Company's federal taxable income (as estimated by the Board) for the current taxable year allocated to the Members pursuant to Article VII in respect of the class of Units held by such Members, over (B) the cumulative amount of cash previously distributed to the Member during such taxable year pursuant to Section 8.1 attributable to such taxable year, in each case, in respect of such class of Units. For these purposes, a Member's Tax Liability Deficiency shall be determined separately for each class of Units held by such Member. Any distributions made to a Member pursuant to this Section 8.3 in respect of such Member's Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units or Series D Common Units, to the extent attributable to allocations to such Member corresponding to amounts distributable to such Member in respect of such Units pursuant to Section 8.1, shall be treated as advances against and shall reduce dollar-for-dollar any subsequent distributions to be made pursuant to Section 8.1 in respect of such Member's Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units or Series D Common Units, as applicable. The determination of Tax Liability Deficiency shall be subject to such other adjustments and modifications as determined by the Board to be equitable. If the Company shall fail to make distributions in respect of any Member's Tax Liability Deficiency with respect to a taxable year, then prior to making distributions pursuant to this Section 8.3 in respect of the Tax Liability Deficiencies of the Members for any subsequent taxable year, the Company shall make distributions pursuant to this Section 8.3 to the Member or Members who did not receive sufficient distributions to meet the prior year's Tax Liability Deficiency until such deficiency is remedied. For the avoidance of doubt, if the amount of the distributions to be made pursuant to this Section 8.3 is less than the Tax Liability Deficiency of the Members, any distributions made pursuant to this Section 8.3 shall be made to the Members in proportion to their respective share of the Tax Liability Deficiency.

ARTICLE IX

BOOKS AND RECORDS; REPORTS

Section 9.1. Books and Records. The Officers will keep appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 9.2 or pursuant to applicable law. Each Major Investor and each Series C Common Member shall have reasonable access, during normal business hours and upon reasonable advance notice, to the Company's facilities, to discuss the operations and business of the Company with the Officers of the Company and to inspect the Company's books and records, subject to reasonable confidentiality agreements that the Board may impose. Each Member shall have the right to inspect and make a copy of the List of Members; provided that a Series D Common Member shall only have the right to inspect the List of Members as to its own entry therein.

Section 9.2. Reports.

(a) Financial Statements. The Company shall deliver to each Major Investor and each Series B Common Member:

(i) no later than 90 days after the end of each fiscal year, a copy of the consolidated balance sheet of the Company as at the end of such year, together with consolidated statements of income, owners' equity and cash flow of the Company for such year;

(ii) no later than 45 days after the end of each fiscal quarter, a copy of the consolidated balance sheet of the Company as at the end of such quarter, together with consolidated statements of income, owners' equity and cash flow of the Company for such quarter; and

(iii) such other information as determined by the Board of Managers.

(b) Monthly and Other Reports. The Company shall deliver to each Major Investor and each Series B Common Member:

(i) promptly after the end of each fiscal month, a copy of the consolidated balance sheet of the Company as at the end of such month, together with consolidated statements of income, owners' equity and cash flow of the Company for such month;

(ii) promptly after the end of each fiscal quarter, a copy of the current capitalization table of the Company; and

(iii) within thirty (30) days prior to the end of each fiscal year, a copy of a comprehensive operating budget forecasting the Company's revenues, expenses and cash position on a month-to-month basis for the upcoming fiscal year.

(c) Tax Reports. Within 90 days after the end of each fiscal year, the Company shall deliver to each Member such Member's Schedule K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of such Member's federal, state and local income tax returns, including a statement showing such Member's share of the Company's income, gain or loss, expense and credit for such fiscal year for federal income tax purposes.

Section 9.3. Fiscal Year. The fiscal year of the Company shall be the twelve (12) month period ending on December 31 of each calendar year, or such other annual accounting period as may be established by the Board of Managers. The taxable year of the Company for federal and applicable state income tax purposes shall be the same as the Company's fiscal year unless a different taxable year is required by applicable law.

Section 9.4. Non-Disclosure. Each Member agrees that it shall not disclose, reveal, divulge or communicate to any Person (except an Affiliate), or use or otherwise exploit for its own benefit or for the benefit of any other Person, any Confidential Information, except with the consent of the Board. No Member shall have any obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by applicable law; provided, that, in the event disclosure is required by applicable law, the applicable Member shall, to the extent reasonably possible, provide the Company with prompt notice of such requirement prior to making any disclosure so that the Company may seek an appropriate protective order. Notwithstanding the foregoing, nothing in this Agreement prohibits a Member from reporting possible violations of federal or state law or regulations to any governmental agency or entity or self-regulatory institution, including the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, and any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Prior authorization of the Board or the Chief Executive Officer shall not be required to make any such reports or disclosures pursuant to the preceding sentence and a Member is not required to notify the Company that it has made such reports or disclosures pursuant to such sentence.

ARTICLE X

DISSOLUTION AND LIQUIDATION

Section 10.1. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) subject to Section 6.1(j)(i), the written consent of both the Board (in accordance with the terms of this Agreement) and a Voting Majority, (b) the sale of all of the assets of the Company in accordance with the terms of this Agreement, and (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

Section 10.2. Liquidation. Upon dissolution of the Company, the Board of Managers or, if one is appointed, an authorized liquidating trustee, shall wind up the Company's affairs. Upon termination and dissolution of the Company and liquidation of its assets, the Board of Managers or liquidating trustee, as the case may be, shall apply the Company's assets to the payment of all liabilities owing to creditors in accordance with the applicable law. The Board of Managers or liquidating trustee, as the case may be, shall set up such reserves as it deems reasonably necessary for

any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid by the Board of Managers or liquidating trustee, as the case may be, upon dissolution to a bank or trust company to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period or occurrence of such events as the Board of Managers or liquidating trustee, as the case may be, may in establishing such reserves deem advisable, such reserves shall be distributed to the Members in the manner set forth in Section 8.1(a).

Section 10.3. Final Allocation and Distribution. After paying all liabilities to creditors and providing for reserves in accordance with Section 10.2, the Board of Managers or liquidating trustee, as the case may be, shall: (i) make a final allocation of all items comprising Net Income and Net Loss to the Members' Capital Accounts in accordance with Article VII, which allocation shall take into account any unrealized gains and losses with respect to assets to be distributed in kind in accordance with Sections 1.704 1(b)(2)(iv)(e) and 1.704 1(b)(2)(iv)(f) of the Regulations; and (ii) distribute all other remaining assets of the Company to the Members in the manner set forth in Section 8.1(a).

ARTICLE XI

CONVERSION

Section 11.1. Conversion to Corporation.

(a) Conversion. Notwithstanding anything to the contrary contained herein, (i) upon the request of the Voting Majority in connection with effecting the Initial Public Offering pursuant to which the offering price per share is equal to at least one hundred seventy-five percent (175%) of the Series 1 Senior Preferred Original Issue Price with gross proceeds to the Company of at least $20,000,000, or (ii) upon the request of the Holders of a majority of each of the outstanding Series 1 Senior Preferred Units and outstanding Junior Preferred Units, in connection with effecting the Initial Public Offering (in each case, a "**QIPO**"), each of the Members hereby agrees that it will take such action and execute such documents as may reasonably be necessary to: (A) convert the Company (including by merger or Unit contribution) into a corporation formed for the purpose of effecting the QIPO; or (B) contribute the assets of the Company and the equity interests of the Company Subsidiaries to a corporation (such corporation, in either case, the "**Conversion Corporation**") in exchange for capital stock of the Conversion Corporation with equivalent value substantially concurrently with the closing of QIPO. If the Board reasonably determines that an alternative structure (as compared to the foregoing) to effect QIPO would be beneficial to the Members, collectively, and not materially adverse to any Member as compared to the foregoing, then each Member hereby agrees that it will take such action and execute such documents as may reasonably be necessary to effectuate such alternative structure upon the request of the Voting Majority.

(b) Consideration. In such event, the Members shall be entitled to receive upon such conversion that value of the securities of the Conversion Corporation as equals the value of the Units which such Members held in the Company immediately prior to such conversion; provided that, upon completion of such conversion the securities received by each such Member shall as nearly as

practicable provide such Member with the same economic, voting, preferences, benefits and other rights as such Member was entitled to prior to such conversion; provided, however, that if (i) the aggregate value of the securities received by the Series 1 Senior Preferred Members is greater than the aggregate Series 1 Senior Preferred Unreturned Capital and (ii) the aggregate value of the securities received by the Junior Preferred Members is greater than the aggregate Junior Preferred Unreturned Capital, each Member shall receive common stock of the Conversion Corporation with respect to its Units.

(c) Registration Rights. Contemporaneously with the execution of this Agreement, the Company and certain Members have entered into an amended and restated registration rights agreement substantially in the form attached hereto as Exhibit C.

Section 11.2. Member Cooperation Upon Certain Events. Each Member agrees to reasonably cooperate in connection with a conversion contemplated by Section 11.1 as may reasonably be requested by the Board.

Section 11.3. Blocker Provisions.

(a) If (i) the Company intends to become a wholly-owned subsidiary of a corporation (by merger, contribution, or otherwise) or the Company or any subsidiary holding all or substantially all of the assets of the Company intends either to convert into a corporation (by conversion, merger, or otherwise) or to elect to be taxed as a corporation for federal income tax purposes or intends to convert into a Conversion Corporation (in each case, the successor corporate entity to the Company or such subsidiary, the "**Successor Corporation**" and any such transaction, a "**Corporate Transaction**") or (ii) the Company or any subsidiary intends to effect a sale, disposition or other similar transaction involving all or substantially all of the Units or assets of the Company (a "**Covered Transaction**"), the Company shall use commercially reasonable efforts to effect such Corporate Transaction or Covered Transaction, as applicable, so that each of (A) the Bain Fund, as the holder of all securities issued by BCLS Solid Bio, Inc. (the "**Bain Blocker**") and (B) Foresite Capital Fund III, L.P. (the "**Foresite Fund**") as the holder of all securities issued by FC Fund III Solid Holdings, Inc. (the "**Foresite Blocker**"), can exchange all (but not less than all) of the securities of the Bain Blocker or the Foresite Blocker, as applicable, for the securities of the Successor Corporation or proceeds from such Corporate Transaction or Covered Transaction that otherwise would have been directly or indirectly issued to the Bain Blocker or the Foresite Blocker, as applicable, and in a manner that, to the extent practicable without altering the intended economic arrangements of the parties, is otherwise a "reorganization" within the meaning of Section 368(a) of the Code or a transfer of property to a corporation in exchange for stock of such corporation pursuant to Section 351 of the Code.

(b) The Company shall use commercially reasonable efforts to negotiate and consult with (i) the Bain Members and their Affiliates regarding the terms of any exchange of securities of the Bain Blocker pursuant to Section 11.3(a), and (ii) the Foresite Fund regarding the terms of any exchange of securities of the Foresite Blocker pursuant to Section 11.3(a), it being understood that (A) the parties intend that the gross proceeds to the Bain Members or the Foresite Fund as applicable, from such exchange shall be the same as the direct or indirect gross proceeds from such Corporate Transaction or Covered Transaction to the Bain Fund or Foresite Blocker, as applicable, absent any

such exchange of Bain Blocker securities or Foresite Blocker securities, as applicable, pursuant to the provisions of this Section 11.3; provided, however, that no other Member shall bear any expenses, costs or adverse tax or economic consequences in connection with any such exchange (other than the potential adverse economic consequences to be indirectly borne by all Members through a reduction in total proceeds as a result of foregone potential tax benefits to the purchaser of Units or assets in connection with a Covered Transaction by reason of effecting a transfer of securities of Bain Blocker or the Foresite Blocker), (B) the Company may require each of the Bain Fund, the Bain Members, the Bain Blocker, the Foresite Fund, the Foresite Blocker and such other parties as are reasonably necessary, as applicable, to make certain representations and warranties, including representations and warranties by the Bain Blocker and the Foresite Blocker regarding their assets and liabilities, title to assets and lack of any activities other than holding a direct or indirect interest in the Company and (C) in no event shall the Company be liable to any Person for failure to effect any such Corporate Transaction or Covered Transaction in a manner that allows (1) the Bain Fund to exchange securities of the Bain Blocker for securities of the Successor Corporation or proceeds from a Corporate Transaction or Covered Transaction or for the tax consequences of any exchange by the Bain Fund of securities of the Bain Blocker pursuant to this Section 11.3 or (2) the Foresite Fund to exchange securities of the Foresite Blocker for securities of the Successor Corporation or proceeds from a Corporate Transaction or Covered Transaction or for the tax consequences of any exchange by the Foresite Fund of securities of the Foresite Blocker pursuant to this Section 11.3. All such negotiations shall be made by the applicable party in good faith.

(c) If the Bain Fund transfers securities of the Bain Blocker to an Affiliate of the Bain Fund, the transferee of such securities shall have the same rights and obligations of the Bain Fund pursuant to Section 11.3, so that any such Affiliate and the Bain Fund can collectively transfer all securities of the Bain Blocker as contemplated by this Section 11.3. The rights of the Bain Fund (and any Affiliate of the Bain Fund that holds securities of the Bain Blocker) and the obligations of the Company, as set forth in this Section 11.3, shall cease to exist if any securities of the Bain Blocker are not owned by the Bain Fund or its Affiliates; provided that in the event of a transfer of securities of the Bain Blocker other than to an Affiliate of the Bain Blocker, the Company shall use commercially reasonable efforts to cause these rights to apply to a transferee of such securities, it being understood that as part of such undertaking the successor to such securities and its Affiliates would be expected to agree to provisions comparable to those set forth in this Section 11.3 applicable to the Bain Fund, the Bain Blocker and the Bain Members and their Affiliates.

(d) If the Foresite Fund transfers securities of the Foresite Blocker to an Affiliate of the Foresite Fund, the transferee of such securities shall have the same rights and obligations of the Foresite Fund pursuant to Section 11.3, so that any such Affiliate and the Foresite Fund can collectively transfer all securities of the Foresite Blocker as contemplated by this Section 11.3. The rights of the Foresite Fund (and any Affiliate of the Foresite Fund that holds securities of the Foresite Blocker) and the obligations of the Company, as set forth in this Section 11.3, shall cease to exist if any securities of the Foresite Blocker are not owned by the Foresite Fund or its Affiliates; provided that in the event of a transfer of securities of the Foresite Blocker other than to an Affiliate of the Foresite Fund, the Company shall use commercially reasonable efforts to cause these rights to apply to a transferee of such securities, it being understood that as part of such undertaking the successor to such securities and its Affiliates would be expected to agree to provisions comparable to those set forth in this Section 11.3 applicable to the Foresite Fund, the Foresite Blocker and their Affiliates.

ARTICLE XII

INDEMNIFICATION

Section 12.1. Right to Indemnification of Directors and Officers. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Manager or Officer or, while a Manager or Officer, is or was serving at the request of the Company as a director, officer, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, (i) except as otherwise provided in Section 12.3, the Company shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Managers, and (ii) the Company shall not be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by the Company against such Indemnified Person.

Section 12.2. Prepayment of Expenses. The Company shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article XII or otherwise; and provided further, that the Company shall not be required to pay such expenses in connection with a Proceeding (or part thereof) commenced by the Company against such Indemnified Person.

Section 12.3. Claims by Managers and Officers. If a claim for indemnification or advancement of expenses under this Article XII is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Company, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Company shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 12.4. Indemnification of Employees and Agents. The Company may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom

such person is the legal representative, is or was an employee or agent of the Company or, while an employee or agent of the Company, is or was serving at the request of the Company as a director, officer, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Managers in its sole discretion.

Section 12.5. Advancement of Expenses of Employees and Agents. The Company may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Managers.

Section 12.6. Non-Exclusivity of Rights. The rights conferred on any person by this Article XII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Formation, any other agreement, vote of the Members or disinterested Managers or otherwise.

Section 12.7. Other Indemnification. The Company's obligation, if any, to indemnify any person who was or is serving at its request as a director, manager, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person actually collects as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

Section 12.8. Insurance. The Board of Managers shall, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate Officer or Officers to purchase and maintain at the Company's expense insurance in amounts satisfactory to the Board (a) to indemnify the Company for any obligation which it incurs as a result of the indemnification of Managers, Officers and employees under the provisions of this Article XII, and (b) to indemnify or insure Managers, Officers and employees against liability in instances in which they may not otherwise be indemnified by the Company under the provisions of this Article XII; provided, however, that if the Company maintains any such insurance for any Manager or Officer, it shall maintain it for all Managers and Officers.

Section 12.9. Fiduciary Duties.

(a) Managers. Each Manager shall owe the Company and its Members the same fiduciary duties that a director of a Delaware corporation owes to such corporation and its stockholders.

(b) Members. Each of the Members acknowledges and agrees that the sole duty and responsibility of any Member pursuant to this Agreement, applicable law or otherwise, shall be to act in the interest of such Member, as determined by the applicable Member in its sole discretion, and

there shall be no limitations on such Member's right to act as determined by the Member in its sole discretion, except as otherwise specifically provided herein. In connection therewith, a Member may take into account only such Member's best interests and such Member shall not be required to take into account the interest of any other Member or any other Person other than its own. No Member shall have any fiduciary or other implied duties or responsibilities except those expressly set forth herein, nor shall any fiduciary functions, responsibilities, duties, obligations or any liabilities be read into this Agreement or otherwise exist against such Member. To the maximum extent permitted by applicable law, no Member shall be a trustee or fiduciary for any other Member or the Company by reason of this Agreement. To the maximum extent permitted by law, each Member and the Company waive any fiduciary or other express or implied covenant, duty or other obligation of a Member to the other Members, the Company, any Company Subsidiaries or any third party, except for the specific obligations expressly set forth in this Agreement. To the maximum extent allowed by applicable law, each Member and the Company hereby waive all of the foregoing and all other duties, responsibilities or obligations (fiduciary or otherwise) that might otherwise apply to each.

Section 12.10. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article XII shall not adversely affect any right or protection hereunder of any Person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such Person's heirs, executors and administrators.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Amendments. This Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter, including without limitation any prior agreements among the Members and any prior agreements relating to the operation of the Company. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified, altered, supplemented or amended (by merger, repeal, or otherwise) except pursuant to a written agreement executed and delivered by the Voting Majority; provided, however, that (i) any such modification, alteration, supplement or amendment which materially disproportionately and adversely affects the rights and privileges of the Series 1 Senior Preferred Units, the Junior Preferred Units, the Series A Common Units, the Series B Common Units or the Series C Common Units as compared to the rights and privileges of any another class of Units shall require, the consent of the Holders of a majority of the outstanding Units of such adversely affected class of Units, voting separately as a class and (ii) any such modification, alteration, supplement or amendment which materially disproportionately and adversely affects the rights and privileges of any Member or Members of a class of Units without similarly affecting all Members of such class of Units shall require the consent of the Holders of a majority in interest of the Members that are so materially disproportionately and adversely affected. Notwithstanding the foregoing, this Agreement may be modified, altered, supplemented or amended solely upon the vote or written consent of the Board to reflect the creation and/or issuance of (A) any security having a right to receive distributions junior to the rights of the

Junior Preferred Units set forth in Section 8.1(a)(i) and (B) the Series 2 Senior Preferred Units; provided, in each case, such creation or issuance was undertaken in accordance with the terms of this Agreement.

Section 13.2. Specific Performance. The Parties acknowledge and agree that a breach of this Agreement would cause irreparable damage to the other Parties and that the other Parties will not have an adequate remedy at law. Therefore, the obligations of the Parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

Section 13.3. Submission to Jurisdiction; Consent to Service of Process, Waiver of Jury Trial.

(a) Submission to Jurisdiction. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Delaware over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.6.

(c) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION: (i) ARISING UNDER THIS AGREEMENT; OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 13.4. Entire Agreement; Waivers. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter of this Agreement and any provision of this Agreement can be waived only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 13.5. Governing Law. This Agreement, and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.

Section 13.6. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given: (a) when delivered personally by hand (with written confirmation of receipt); (b) when sent by e-mail (with written confirmation of successful transmission); or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the Company, to:

Solid Biosciences, LLC
161 First Street, 3rd Floor
Cambridge, MA 02142
E-mail:
Attention: Ilan Ganot

With a copy to:

Proskauer Rose, LLP
One International Place
Boston, Massachusetts 02110
E-mail:
Attention: Daniel P. Finkelman

If to any Member, to the address of such Member set forth on the signature page hereto.

Section 13.7. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 13.8. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a Party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party except subject to the terms of this Agreement.

Section 13.9. Non-Recourse. No past, present or future manager, director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, authorized person, or representative of any Member shall have any liability for any obligations or liabilities of such Member under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 13.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN ACT of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be effective for all purposes.

EXHIBIT B

Subsequent Incorporated Provisions

Section 3.7. Weighted-Average Anti-dilution Protection.

(a) For the Senior Preferred Units. If the Company issues Units that constitute New Securities at a purchase price per such Unit less than the amount by which the Senior Preferred Blended Issue Price exceeds cumulative distributions in respect of a Senior Preferred Unit pursuant to this Agreement, solely for the purposes of Section 8.1(a)(x) the number of Senior Preferred Units outstanding and held by the Senior Preferred Members shall automatically be deemed to have been adjusted to the number obtained by multiplying the number of such Senior Preferred Units by a fraction (which shall in no event be less than one): (i) the numerator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units issued in connection with such issuance; and (ii) the denominator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units that would have been issued in the new issuance if the aggregate amount of consideration received for Units in such issuance were used to purchase Units at a price equal to the amount by which the Senior Preferred Blended Issue Price exceeds cumulative distributions in respect of a Senior Preferred Unit pursuant to this Agreement; provided, however, unless the Holders of a majority of the outstanding Senior Preferred Units elect otherwise, the deemed adjustment set forth in this Section 3.7 shall not be made with respect to the Senior Preferred Units held by any Senior Preferred Member who fails to, or has previously failed to, exercise in full its preemptive rights with respect to an issuance of Units that constitute New Securities that would cause a deemed adjustment set forth in this Section 3.7. If such issuance of New Securities was without consideration, then the Company shall be deemed to have received an aggregate of $.0001 of consideration for all such New Securities.

(b) For the Junior Preferred Units. If the Company issues Units that constitute New Securities at a purchase price per such Unit less than the amount by which the Junior Preferred Original Issue Price exceeds cumulative distributions in respect of a Junior Preferred Unit pursuant to this Agreement, solely for the purposes of Section 8.1(a)(x) the number of Junior Preferred Units outstanding and held by the Junior Preferred Members shall automatically be deemed to have been adjusted to the number obtained by multiplying the number of such Junior Preferred Units by a fraction (which shall in no event be less than one): (i) the numerator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units issued in connection with such issuance; and (ii) the denominator of which shall be the sum of the number of all Units outstanding immediately prior to such issuance plus the number of Units that would have been issued in the new issuance if the aggregate amount of consideration received for Units in such issuance were used to purchase Units at a price equal to the amount by which the Junior Preferred Original Issue Price exceeds cumulative distributions in respect of a Junior Preferred Unit pursuant to this Agreement; provided, however, unless the Holders of a majority of the outstanding Junior Preferred Units elect otherwise, the deemed adjustment set forth in this Section 3.7 shall not be made with respect to the Junior Preferred Units held by any Junior Preferred Member who fails to, or has

previously failed to, exercise in full its preemptive rights with respect to an issuance of Units that constitute New Securities that would cause a deemed adjustment set forth in this Section 3.7. If such issuance of New Securities was without consideration, then the Company shall be deemed to have received an aggregate of $.0001 of consideration for all such New Securities.

Section 3.8. Redemption.

(a) Redemption. To the extent permitted by the Act and applicable law, unless waived by the Holders of at least 66% of the then outstanding Senior Preferred Units, on the fifth annual anniversary of the date of this Agreement (the "**Redemption Date**"), the Company shall redeem all of the Senior Preferred Units then outstanding, out of funds legally available therefor, at a price (i) per Series 1 Senior Preferred Unit equal to the positive amount (if any) of: (A) the Series 1 Senior Preferred Original Issue Price, plus (B) the amount of any declared but unpaid dividends on such Series 1 Senior Preferred Unit as of the Redemption Date, minus (C) the amount of all previous distributions on such Series 1 Senior Preferred Unit that are not made in accordance with Section 8.3 and (ii) per Series 2 Senior Preferred Unit equal to the positive amount (if any) of: (A) the Series 2 Senior Preferred Original Issue Price, plus (B) the amount of any declared but unpaid dividends on such Series 2 Senior Preferred Unit as of the Redemption Date, minus (C) the amount of all previous distributions on such Series 2 Senior Preferred Unit that are not made in accordance with Section 8.3 (in each case, the "**Redemption Price**"). Notwithstanding the foregoing, any Holder of Senior Preferred Units may, by providing written notice to the Company prior to the Redemption Date, in lieu of having such Units redeemed pursuant to the foregoing and receiving any payment in connection therewith, convert all of such Holder's Senior Preferred Units into Series C Common Units, on a 1:1 basis effective immediately prior to such redemption.

(b) Insufficient Funds. If the funds of the Company legally available to be used for redeeming the Senior Preferred Units on the Redemption Date are insufficient to redeem all outstanding Senior Preferred Units, the Company shall (i) take any action necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem all outstanding Senior Preferred Units, including, without limitation, incurring any indebtedness necessary to make such redemption, and (ii) in any event, use any and all funds that are legally available to redeem Senior Preferred Units from Senior Preferred Members ratably based on the respective number of Senior Preferred Units held by the Senior Preferred Members. At any time thereafter when additional funds of the Company are legally available to redeem the tendered Senior Preferred Units, the Company shall immediately use such funds to redeem the balance of the Senior Preferred Units that the Company became obligated to redeem on the Redemption Date (but which it has not yet redeemed).

(c) Continuing Rights. From and after the Redemption Date, and upon the payment in full of the Redemption Price by the Company, the Senior Preferred Members shall have no further rights or privileges with respect to their Senior Preferred Units that were redeemed.

(d) No Approval Required. No redemption under this Section 3.8 shall be subject to any consent or approval of the Board or the Members, and the Company and the Senior Preferred Members shall take such further actions that are reasonably necessary to effectuate the redemption contemplated by this Section 3.8.

Section 3.9. Certain Payments. Under the Act, a member of a limited liability company may, under certain circumstances, be required to return amounts previously distributed to such member. It is the intent of the Members that no distribution to any Member pursuant to Section 3.8, Article VIII or Article X shall be deemed to constitute money or other property paid or distributed in violation of the Act, and the Members agree that each such distribution shall constitute a compromise of the Members within the meaning of Section 18-502(b) of the Act, and, to the fullest extent permitted by law, the Member receiving such distribution shall not be required to return to any Person any such money or property, except as otherwise expressly set forth herein. If, however, any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the other Members, and, when funded, shall constitute a Capital Contribution to the Company by such Member.

ARTICLE IV

MEMBERS; VOTING

Section 4.1. Members. The name, mailing address and e-mail address of each Member is set forth on the List of Members, and shall be revised from time to time in accordance with this Agreement to reflect the addition, substitution, withdrawal, resignation or change of address of any Member as permitted under the terms of this Agreement.

Section 4.2. Consent. Unless otherwise expressly provided herein, the consent of the Members for purposes of this Agreement may be obtained: (a) at any meeting of the Senior Preferred Members, the Junior Preferred Members, the Series A Common Members and the Series B Common Members (collectively, the "**Voting Members**"); provided, that, Holders of a majority in number of the outstanding Senior Preferred Units, Junior Preferred Units, Series A Common Units and Series B Common Units, together as a single class (a "**Voting Majority**"), are present at such meeting and that a Voting Majority votes in favor of the matter being voted upon, or (b) by the written consent of a Voting Majority.

Section 4.3. Meetings. Any matter requiring the approval or consent of the Voting Members pursuant to this Agreement may be considered at a meeting of the Voting Members held not less than five (5) nor more than sixty (60) days after notification thereof shall have been given by the Board to the Voting Members. Such notification may be given by the Board, in its discretion, at any time. Any such notification shall state briefly the purpose, time and place of the meeting. All such meetings shall be held within or outside the state of the Company's principal place of business at such reasonable place as the Board shall designate and during normal business hours. To the fullest extent permitted by applicable law, any meeting may be held by conference telephone or similar communication equipment so long as all Voting Members participating in the meeting can hear one another, and all Voting Members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. Any Voting Member may waive notice of a meeting by executing a written waiver. A Voting Member may act in person or by written proxy at any meeting of the Voting Members.

Section 4.4. Admission of Additional Members. Subject to the terms of this Agreement, one or more additional or substitute Members of the Company may be admitted to the Company by vote or with the written consent of the Board. Any such additional or substitute Member shall be admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement. If a Member Transfers all of its interest in the Company pursuant to the terms of this Agreement, such admission shall be deemed effective immediately prior to such Transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

Section 4.5. Voting Rights. Only Voting Members shall be entitled to participate as Members in the governance of the Company. Each Voting Member shall have the right to one vote per full Senior Preferred Unit, Junior Preferred Unit, Series A Common Unit or Series B Common Unit held by it. Except as otherwise expressly provided herein, the Voting Members shall vote together and not as separate classes. Except as otherwise expressly provided herein, Series C Common Members and Series D Common Members shall have no voting or consent or other rights or powers under this Agreement or the Act with respect to their Series C Common Units and Series D Common Units, other than the right to receive distributions as specifically enumerated in this Agreement.

Section 4.6. No Management or Dissent Rights. Except as set forth herein or otherwise required by law, no Member shall have any right to take part in the management or operation of the Company other than through the Managers appointed by the Members having the right to designate Managers to the Board. No Member shall, without the prior written approval of the Board, take any action on behalf of or in the name of the Company, or enter into any commitment or obligation binding upon the Company, except for actions expressly authorized by the terms of this Agreement. Members shall not be entitled to any dissenters rights or to seek appraisal with respect to any transaction, including the merger or consolidation of the Company with any Person. For the avoidance of doubt, no Member shall have any “contractual appraisal rights” as such term is used in Section 18-210 of the Act.

Section 4.7. Bankruptcy of a Member. The occurrence of any event set forth in Section 18-304 of the Act with respect to a Member shall not cause a dissolution of the Company, but the rights of such Member to receive distributions shall, on the happening of such an event, devolve on its successor, administrator or other legal representative for the purpose of settling its estate or administering its property, and the Company shall continue as a limited liability company. The successor or estate of any bankrupt Member described in the preceding sentence shall be liable for all the obligations of such Member.

ARTICLE V

TRANSFER OF COMPANY INTERESTS

Section 5.1. Prohibited Transfers. No Member may Transfer all or any part of its Units or any interest therein if such Transfer: (i) would subject the Company to the reporting requirements of the Exchange Act, (ii) is prohibited by the Securities Act, (iii) would be to a competitor of the Company, as determined by the Board in its sole discretion; provided, for purposes of clarity, none of the Biogen Member, the Perceptive Members, Jennison Global Healthcare Master Fund, Ltd., the Janus Members, the RA Members, FC Fund III Solid Holdings, Inc. and the Bain Members, nor any of their respective Affiliates, shall be deemed a competitor of the Company, or (iv) would cause the Company to lose its status as a partnership for federal income tax purposes or cause the Company to be classified as a "publicly traded partnership" within the meaning of Code Section 7704 and the Regulations promulgated thereunder. No Series B Common Member or Series D Common Member may Transfer any of its unvested Series B Common Units or Series D Common Units, respectively. Notwithstanding anything to the contrary in this Agreement, no Transfer to any Person who is not already a Member shall be effective, and no such Transfer will be recognized by the Company, unless and until such Transfer has been evidenced by a written agreement, in form and substance satisfactory to the Company, that has been executed by the transferor, the transferee and the Company, pursuant to which the transferee shall agree to be bound by the terms, conditions and obligations of this Agreement and such Units shall continue to be subject to the provisions set forth in this Agreement.

Section 5.2. Right of First Refusal.

(a) Inside Offer. Subject to the terms of Section 5.1, if any Series D Common Member holding Series D Common Units representing greater than one percent (1%) of the outstanding Units of the Company (the "**Offeror**") desires to Transfer any or all of its Series D Common Units (the "**Offered Units**"), the Offeror shall deliver to the Company, the Senior Preferred Members and the Junior Preferred Members (the "**Offerees**") a written notice of the proposed transaction (hereinafter referred to as a "**First Refusal Notice**") to Transfer the Offered Units, which shall set forth the name and address of the proposed purchaser (the "**Third Party Purchaser**") and the material terms and conditions of the proposed transaction, including the purchase price and the number of Offered Units. The First Refusal Notice shall be accompanied by a written offer (hereinafter referred to as the "**Inside Offer**") irrevocable for twenty (20) Business Days from the date it is given, to sell to the Offerees, for a price determined in accordance with Section 5.2(c), the Offered Units, on the same terms and conditions as are contained in the First Refusal Notice. Upon such occurrence, the Company shall be entitled to purchase any of the Offered Units that it chooses, which decision shall be made by a vote of the Board. If the Company does not purchase all of the Offered Units, each Offeree holding Senior Preferred Units shall be entitled to purchase its pro rata share of the Offered Units not purchased by the Company. The pro rata share of each such Offeree shall be equal to the product obtained by multiplying the Offered Units that are not to be purchased by the Company by a fraction, the numerator of which is the number of Senior Preferred Units held by such Offeree at the time of sale and the denominator of which is the number of Senior Preferred Units held by all such Offerees at such

time. If the Company and the Senior Preferred Members do not purchase all of the Offered Units, each Offeree holding Junior Preferred Units shall be entitled to purchase its pro rata share of the Offered Units not purchased by the Company and Senior Preferred Members. The pro rata share of each such Offeree shall be equal to the product obtained by multiplying the Offered Units that are not to be purchased by the Company and Senior Preferred Members by a fraction, the numerator of which is the number of Junior Preferred Units held by such Offeree at the time of sale and the denominator of which is the number of Junior Preferred Units held by all such Offerees at such time. If one or more Offerees accept the Inside Offer as to any Offered Units, such Offerees shall purchase and pay for such Offered Units in accordance with the terms of the Inside Offer. If any Offeree other than the Company does not accept its pro rata share of Offered Units, the other Offerees other than the Company that have accepted the Inside Offer in a timely fashion shall have the right of over-allotment with respect thereto.

(b) Right of First Refusal Procedure. If any of the Offered Units offered by the Offeror are not purchased pursuant to the Inside Offer, or payment therefor is not made in accordance with Sections 5.2(d) and Section 5.2(e), the Offeror may Transfer such Offered Units to the Third Party Purchaser on the same terms and conditions set forth in the First Refusal Notice, during the sixty (60) day period immediately following expiration of the Inside Offer; provided that such Third Party Purchaser shall receive and hold such Offered Units subject to the provisions of this Agreement. All Offered Units Transferred pursuant to this Section 5.2 (other than Offered Units purchased by the Company) shall remain subject to the terms of this Agreement. Any Offered Units not purchased pursuant to the Inside Offer or by the Third Party Purchaser within such sixty (60) day period may not be Transferred without again offering them to the Offerees in accordance with this Section 5.2.

(c) Purchase Price. The purchase price to the Offerees for Offered Units shall be an amount equal to: (i) 100% of the cash purchase price plus (ii) 100% of the fair market value (as reasonably determined in good faith by the Board) of any non-cash consideration identified in the First Refusal Notice.

(d) Terms of Payment. If the Offerees exercise their right to purchase Offered Units pursuant to the terms of this Section 5.2, the Offerees shall purchase such Offered Units on substantially the same terms and with the same method of payment as are specified in the First Refusal Notice; provided, however, that if the method of payment set forth in the First Refusal Notice consists of property other than cash, then the Offerees shall be entitled to pay the purchase price in a sum of cash equivalent to the fair market value (as reasonably determined in good faith by the Board) of such other property.

(e) Closing. The closing date of the purchase of Offered Units subscribed for by the Offerees pursuant to this Section 5.2 shall be as specified in the written acceptance from the subscribing Offerees to the Offeror, which date shall not be fewer than five (5) or more than thirty (30) days after the giving of such notice by the Offerees. At such closing, the Offeror shall deliver to the subscribing Offerees appropriate documents representing ownership of the Offered Units being sold, duly endorsed for Transfer and accompanied by all requisite transfer taxes, if any, and such Offered Units shall be free and clear of any liens, claims, options, charges or encumbrances (other than

restrictions under this Agreement or applicable securities laws), and the Offeror shall so represent and warrant, and shall further represent and warrant that the Offeror is the sole record and beneficial owner of such Offered Units. The Offerees purchasing Offered Units shall deliver at the closing payment of the purchase price as described in Section 5.2(c). At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate to effect the sale of such Offered Units, including counterpart signature pages to this Agreement to reflect a party's status as a Member.

Section 5.3. Right of Co-Sale. Subject to the terms of Section 5.1 and Section 5.2, if any Series D Common Member holding Series D Common Units representing greater than one percent (1%) of the outstanding Units of the Company (a "**Selling Member**") proposes to sell all or any of its Series D Common Units (the "**Specified Units**") to a Third Party Purchaser (excluding, for the avoidance of doubt, the Company), the Senior Preferred Members and Junior Preferred Members (the "**Co-Sale Members**"), regardless of whether a Co-Sale Member exercised its right of first refusal (if any) as an Offeree pursuant to Section 5.2, shall have the right to Transfer Senior Preferred Units and Junior Preferred Units of the Co-Sale Member to the Third Party Purchaser, as a condition to such Transfer by such Selling Member, in the amounts and on the terms and conditions as follows:

(a) Option to Participate. The Selling Member shall deliver to the Company and the Co-Sale Members a written notice of the proposed transaction (hereinafter referred to as a "**Co-Sale Notice**") to Transfer the Specified Units which shall set forth the name and address of the Third Party Purchaser and the material terms and conditions of the proposed transactions, including the purchase price and the number of Specified Units (the "**Co-Sale Terms**"). Co-Sale Members may elect to participate in the contemplated sale by delivering a written notice (an "**Election Notice**") to the Selling Member within twenty (20) Business Days after the giving of a Co-Sale Notice relating to such Transfer and the Co-Sale Members may elect to Transfer in the contemplated transaction up to that number of Senior Preferred Units and Junior Preferred Units owned by the Co-Sale Members as is determined in accordance with Section 5.3(c).

(b) Price per Unit. Each Co-Sale Member shall have the right to Transfer Series 1 Senior Preferred Units, Series 2 Senior Preferred Units and Junior Preferred Units to the Third Party Purchaser pursuant to the Co-Sale Notice for an amount per Series 1 Senior Preferred Unit, Series 2 Senior Preferred Unit or Junior Preferred Unit, respectively, that equals the amount per Series 1 Senior Preferred Unit, Series 2 Senior Preferred Unit or Junior Preferred Unit, respectively, that such Co-Sale Member would be entitled to receive, if, immediately prior to such sale, the Company sold all of its assets subject to all of its liabilities for an amount equal to the implied aggregate equity valuation of the Company as reasonably determined by the Board based on the price per Specified Unit that the Third Party Purchaser proposed to pay to the Selling Member, and distributed such amount to the Members pursuant to Section 8.1 and otherwise on the same terms and conditions as involved in such proposed sale to the Third Party Purchaser by the Selling Member.

(c) Number of Units. Each Co-Sale Member shall have the right to Transfer pursuant to the Co-Sale Notice an amount of Senior Preferred Units and Junior Preferred Units equal to: (i) the number of Specified Units, multiplied by (ii) the result of: (A) the number of Senior

Preferred Units and Junior Preferred Units held by such Co-Sale Member, divided by (B) the total number of Series D Common Units (other than unvested Series D Common Units) issued and outstanding and held by the Selling Member plus the total number of all Senior Preferred Units and Junior Preferred Units issued and outstanding and held by all Co-Sale Members participating in such sale pursuant to this Section 5.3. To the extent that any Co-Sale Member exercises such right of participation in accordance with the terms and conditions of this Agreement, the number of Specified Units which the Selling Member may Transfer shall be correspondingly reduced.

(d) Transfer Restrictions Binding on Third Party Purchaser. If any Units are sold pursuant to this Section 5.3 to any Third Party Purchaser who is not a party to this Agreement, such purchaser shall agree to be bound by the terms, conditions and obligations of this Agreement as a precondition to the purchase of such Units and such Units shall continue to be subject to the provisions set forth in this Agreement.

(e) Representations and Warranties; Other Obligations. In connection with a Transfer pursuant to this Section 5.3, each participating Co-Sale Member shall be required (i) to make representations and warranties in such form as the Selling Member or the Third Party Purchaser may reasonably request, regarding the Senior Preferred Units and Junior Preferred Units that it proposes to Transfer, including, such Co-Sale Member's ownership of and authority to Transfer such Senior Preferred Units and Junior Preferred Units, the absence of any liens or other encumbrances on such Senior Preferred Units and Junior Preferred Units (other than restrictions under this Agreement or applicable securities laws), and the compliance of such Transfer with federal and state securities laws and all other applicable laws and regulations; and (ii) to bear its proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations. In connection with a Transfer pursuant to this Section 5.3, no participating Co-Sale Member or any of its Affiliates shall be required to agree to any noncompetition, customer nonsolicitation or similar restrictive covenants.

(f) No Waiver of Subsequent Rights. The exercise or non-exercise of the rights of any Co-Sale Member under this Section 5.3 shall not affect its rights to participate in subsequent Transfers by a Selling Member that meet the conditions specified in this Section 5.3.

(g) Consummation of Sale. The Selling Member shall have no liability to any Co-Sale Member if any Transfer proposed to be made pursuant to this Section 5.3 is not consummated.

Section 5.4. Indemnities. If Members are required to provide any representations, warranties or indemnities in connection with the Transfer of their Units in a transaction described in this Article V (other than representations, warranties and indemnities concerning each such Member's valid ownership of its Units free of all liens and encumbrances (other than restrictions under this Agreement or applicable securities laws), and each such Member's authority, power and right to enter into and consummate such sale or Transfer without violating any other agreement), then each such Member shall not be liable for more than the amount of proceeds actually received by such Member for any liability for misrepresentation, breach of warranty or indemnity and such liability shall be satisfied first out of any funds escrowed for such purpose.

Section 5.5. Preemptive Rights.

(a) The Company hereby grants to each Major Investor, Series B Common Member and Series C Common Member (the "**Preemptive Rights Members**"), the right to purchase up to that number of New Securities (as defined below) equal to the number of New Securities which the Company, from time to time, proposes to sell or issue, following the date of this Agreement, multiplied by a fraction, the numerator of which is the number of Units held by such Preemptive Rights Member at the time of issuance and the denominator of which is the number of Units held by all Members (excluding unvested Units) at such time.

(b) Definition of New Securities. "**New Securities**" means (1) any Units or other equity securities of the Company whether now authorized or not, or (2) any rights, options or warrants to purchase Units or other equity securities and any indebtedness or class of Units of the Company which is convertible or exchangeable into Units or other equity securities (or which is convertible or exchangeable into a security which is, in turn, convertible or exchangeable into Units or other equity securities) of the Company; provided, however, that the term New Securities does not include:

(i) Units issued upon any subdivision or combination of all Units;

(ii) Series D Common Units issued to officers, employees, consultants and other service providers to the Company; provided, that the aggregate number of such Units issued after the date of this Agreement that are outstanding as of such time shall not exceed the sum of (A) 1,453,865 (including for this purpose all of such Units that are unvested) and (B) the number of such Units outstanding on the date of this Agreement that are forfeited to the Company for no consideration and thereafter made available for issuance (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events); or

(iii) the issuance of any Units upon the exercise or conversion of any rights, options or warrants to purchase Units.

(c) Notice from the Company. If New Securities are to be issued which trigger the rights set forth in Section 5.5(a), the Company shall give each Preemptive Rights Member written notice of such proposal, describing the type of New Securities and the price and the terms upon which the Company proposes to issue the same. For a period of twenty-five (25) days following the giving of such notice by the Company, the Company shall be deemed to have irrevocably offered to sell to each Preemptive Rights Member the number of New Securities calculated in accordance with Section 5.5(a) for the price and upon the terms specified in the notice. Each Preemptive Rights Member may exercise its preemptive rights hereunder by giving written notice to the Company and stating therein the quantity of New Securities to be purchased.

(d) Sale by the Company. If any Preemptive Rights Member fails to exercise in full its preemptive right within said twenty-five (25) day period, each Preemptive Rights Member that has exercised in full its preemptive right within such period shall have the right of over-allotment with respect thereto. If, after the foregoing, preemptive rights have not been exercised with respect to all proposed New Securities, the Company shall have sixty (60) days thereafter to sell the New Securities with respect to which the preemptive right was not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Company's notice given pursuant to Section 5.5(d).

(e) Closing. The closing for any such issuance shall take place as proposed by the Company with respect to the New Securities to be issued, at which closing the Company shall revise the List of Members to reflect the respective names of the purchasing Members against receipt of payment therefor.

(f) Immediate Purchase. Upon the written consent of the Holders of a majority of the outstanding Senior Preferred Units and Junior Preferred Units, voting together as a single class, nothing in this Section 5.5 shall be deemed to prevent the Company from issuing New Securities, for cash, to any Preemptive Rights Member (an "**Immediate Purchaser**") without first complying with the provisions of this Section 5.5, provided, that in connection with such purchase (an "**Immediate Purchase**"): (i) the Board has determined in good faith that an immediate cash investment is in the best interests of the Company; and (ii) within twenty (20) Business Days following the consummation of any Immediate Purchase, the Immediate Purchaser and the Company shall notify each of the other Preemptive Rights Members of the existence and terms of the Immediate Purchase and afford such Preemptive Rights Members their respective rights under this Section 5.5 with respect to their purchase of a pro rata share (based upon relative ownership of Units) of the New Securities issued to the Immediate Purchaser at the same purchase price paid by the Immediate Purchaser.

(g) Waiver. By its execution of this Agreement, each Member hereby irrevocably waives its preemptive rights pursuant to the 2nd A&R LLC Agreement and/or the GT LLC Agreement in connection with the issuance and sale of the Series 1 Senior Preferred Units on the date of this Agreement and of the Series 2 Senior Preferred Units upon the occurrence of the Additional Closing Event.

ARTICLE VI

MANAGEMENT AND OPERATION OF THE COMPANY

Section 6.1. Board.

(a) Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Board, and, except with respect to certain consent or approval requirements required by the Act or provided in this Agreement, no Member, by virtue of having the status of a Member, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as described in the preceding sentence, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board in accordance with this Agreement and (ii) the Managers shall exercise such powers in compliance with this Agreement and ensure that all required organizational formalities are observed with respect to the Company. Under the direction of the Board, the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers, who shall be agents of the Company. In addition to the powers that now or hereafter may be granted under the Act and to all

other powers granted under any other provision of this Agreement, the Board shall have full power and authority to do all things on such terms as it may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company, subject to the provisions of the Act and this Agreement.

(b) Number, Appointment. The Board shall initially consist of nine (9) Managers. Appointments made pursuant to this Section 6.1 shall be evidenced by an instrument in writing signed by the appointing Member(s) and delivered to the Company. A Manager is not required to hold Units in order to serve as a Manager. Each Manager shall hold office until his successor is appointed and qualified or until his earlier resignation, removal or death. The Managers of the Company shall be designated and elected as follows:

(i) For so long as any Senior Preferred Units are outstanding, the Senior Preferred Members, by vote of the Holders of a majority of the outstanding Senior Preferred Units shall collectively be entitled to designate and appoint two (2) Managers (the "**Senior Preferred Managers**"); provided that, notwithstanding the foregoing, (i) for so long as the RA Members own at least 50% of the Senior Preferred Units issued and held by them as of the date of the Additional Closing Event (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), the RA Members shall together be entitled to designate and appoint one such Senior Preferred Manager, and (ii) for so long as the Bain Members owns at least 50% of the Senior Preferred Units issued and held by them as of the date of the Additional Closing Event (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), the Bain Members shall be entitled to designate and appoint one such Senior Preferred Manager. Upon the reasonable request of the Senior Preferred Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(ii) For so long as any Junior Preferred Units are outstanding, the two largest Holders of Junior Preferred Units shall each be entitled to designate and appoint one (1) Manager (together, the "**Junior Preferred Managers**"), provided that for so long as the Perceptive Members own at least 50% of the Junior Preferred Units issued to them as of the date of this Agreement (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), the Perceptive Members shall together be entitled to designate and appoint one Junior Preferred Manager, which Manager shall initially be Adam Stone, and provided that for so long as the Biogen Member owns at least 50% of the Junior Preferred Units issued to it as of the date of this Agreement (as equitably adjusted for Unit splits, distributions of Units, Unit combinations or similar events), the Biogen Member shall be entitled to designate and appoint one Junior Preferred Manager, which Manager shall initially be Lynne Sullivan. Upon the reasonable request of a Junior Preferred Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(iii) For so long as any Series A Common Units are outstanding, the Series A Common Members, by vote of the Holders of a majority of the outstanding Series A Common Units, shall collectively be entitled to designate and appoint two (2) Managers (together, the "**Series A Managers**"), which Managers shall initially consist of Matthew Arnold and Robert Huffines. Upon the reasonable request of a Series A Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(iv) For so long as any Series B Common Units are outstanding, the Series B Common Members, by vote of the Holders of a majority of the outstanding Series B Common Units, shall collectively be entitled to designed and appoint three (3) Managers (collectively, the "**Series B Managers**"), which Managers shall initially consist of Ilan Ganot, Gilad Hayeem and Andrey Zarur. Upon the reasonable request of a Series B Manager, the Company shall enter into an indemnification agreement with such Manager, in a form reasonably acceptable to the Company and such Manager, with respect to such Manager's service to the Company.

(c) Resignation; Removal. Managers may resign at any time. Managers may be removed at any time for any reason or no reason upon the written direction of the Member(s) that are permitted to appoint such Manager(s) pursuant to this Section 6.1, effective upon the delivery of such written direction by the removing Member(s) or Managers to the Company.

(d) Regular Meetings. The Board shall hold regular meetings at such times and places as may be reasonably fixed by the Managers.

(e) Special Meetings. Special meetings of the Board shall be held whenever called by at least two (2) Managers. Unless otherwise agreed to by all of the Managers present at a special meeting, the business to be transacted at any special meeting shall be limited to that stated in the notice of the meeting. Notice of any special meeting shall be given to each Manager at his business or residence in writing, or by telephone communication or electronic transmission (provided, with respect to electronic transmission, that the Manager has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. A meeting may be held at any time without notice if all Managers waive notice of the meeting in writing, either before or after such meeting.

(f) Telephonic Meetings. Managers may participate in a meeting of the Board by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(g) Quorum; Consent of Managers. Unless otherwise expressly provided herein, at any meeting of the Board, a quorum shall be present if a majority of all Managers then in office are present. When a quorum is present at any meeting of the Board, the vote of a majority of the Managers present shall be the act of the Board. Consent of the Board may also be obtained by majority written consent of the Managers, provided that at least one of the Senior Preferred Managers and at least one of the Junior Preferred Managers are included in such majority. Each Manager shall have one (1) vote on each matter presented to the Board for action on its part.

(h) Board Committees. The Board shall have the right, by vote or consent, to establish any committees that it deems necessary or convenient from time to time. Each non-Officer Manager shall be entitled in such person's discretion to be a member of any Board committee.

(i) Special Board Matters. The Company shall not, without the approval of the Board, which approval must include the affirmative votes of at least two of the Senior Preferred Managers and Junior Preferred Managers (for the avoidance of doubt, two affirmative votes in total from the Senior Preferred Manager and Junior Preferred Managers, taken in the aggregate):

(i) make any loan or advance to, or purchase any stock or other securities of, any Company Subsidiary or other corporation, partnership or other entity unless it is wholly-owned by the Company, in an amount greater than $1,000,000;

(ii) make any loan or advance to any natural person, including, any employee or Manager of the Company, except advances and similar expenditures in the ordinary course of business or under the terms of an employee unit or option plan approved by the Board;

(iii) guarantee any indebtedness except for trade accounts of any Company Subsidiary arising in the ordinary course of business;

(iv) make any investment inconsistent with any investment policy approved by the Board;

(v) enter into or be a party to any transaction with any Manager or Officer or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such Person except for transactions made in the ordinary course of business and pursuant to reasonable requirements of the Company's business;

(vi) hire, fire or change the compensation of the Chairman, Chief Executive Officer, President, Chief Scientist, Chief Medical Officer or any other corporate level Officer, including approving any equity incentive grants;

(vii) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(viii) sell, assign, license, pledge or encumber material technology or intellectual property, including sales, assignments, licenses, pledges or encumbrances involving a Company Subsidiary, other than non-exclusive licenses granted in the ordinary course of business; or

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company or to the Company of assets greater than $2,000,000, whether in one transaction or a series of related transactions.

(j) Matters Reserved for Consent of Certain Members.

(i) Senior Preferred Members. For so long as any Senior Preferred Units are outstanding, the Company shall not, and the Board shall not have the authority to cause the Company to, without the consent of the Holders of a majority of the outstanding Senior Preferred Units, voting together as a single class, either directly or by amendment, merger, consolidation or otherwise:

(1) liquidate, dissolve or wind-up the affairs of the Company, or effect any Deemed Liquidation Event, except pursuant to Section 10.1(c);

(2) amend, alter or repeal any provision of this Agreement in a manner adverse to the rights, preferences or privileges of the Senior Preferred Units, which, for purposes of clarity, shall be deemed to include, but not be limited to, any amendment, alteration or repeal of Section 3.2, Section 3.3, Section 3.5, Section 3.7, Section 4.5, Section 5.2, Section 5.3, Section 5.5, Section 6.1(a), Section 6.1(b), Section 6.1(i), Section 6.1(j)(i), Article VII, Article VIII, Article X and the terms defined in Section 1.1 and used in such; provided such consent shall not be required for an amendment or alteration of this Agreement that solely creates any security having a right to receive distributions junior to the rights of the Series 1 Senior Preferred Units and Series 2 Senior Preferred Units set forth in Sections 8.1(a)(i), 8.1(a)(ii), 8.1(a)(iii) and 8.1(a)(iv);

(3) create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior or pari passu to the rights of the Series 1 Senior Preferred Units and/or Series 2 Senior Preferred Units set forth in Sections 8.1(a)(i), 8.1(a)(ii), 8.1(a)(iii) and 8.1(a)(iv), or increase the authorized number of Series 1 Senior Preferred Units and/or Series 2 Senior Preferred Units;

(4) purchase or redeem or pay any distribution on any Units (other than distributions pursuant to Section 3.8, Section 8.3 or Article X or the redemption of Series D Common Units from former officers, employees, consultants or other service providers in connection with the cessation of their services, at cost); or

(5) create or authorize the creation of any debt security if the Company's aggregate indebtedness for borrowed money would exceed $2 million (other than equipment leases), unless such debt security has received the prior approval of the Board, including the approval of at least two of the Senior Preferred Managers and Junior Preferred Managers.

(ii) Junior Preferred Members. For so long as any Junior Preferred Units are outstanding, the Company shall not, and the Board shall not have the authority to cause the Company to, without the consent of the Holders of a majority of the outstanding Junior Preferred Units, either directly or by amendment, merger, consolidation or otherwise, amend, alter or repeal any provision amend, alter or repeal any provision of this Agreement in a manner adverse to the rights, preferences

or privileges of the Junior Preferred Units, which, for purposes of clarity, shall be deemed to include, but not be limited to, any amendment, alteration or repeal of Section 3.2, Section 3.3, Section 3.5, Section 3.7, Section 4.5, Section 5.2, Section 5.3, Section 5.5, Section 6.1(a), Section 6.1(b), Section 6.1(i), Section 6.1(j)(ii), Article VII, Article VIII, Article X and the terms defined in Section 1.1 and used in such; provided such consent shall not be required for an amendment or alteration of this Agreement that solely creates any security having a right to receive distributions junior to the rights of the Junior Preferred Units set forth in Section 8.1(a)(v) and 8.1(a)(vi);

For the avoidance of doubt, the issuance of Series 2 Senior Preferred Units upon an Additional Closing Event in accordance with the Senior Preferred Purchase Agreement shall not require any consent pursuant to this Section 6.1(j).

(k) Board Observers. If, at any time that the Perceptive Members or Biogen Member has the right to designate and appoint a Junior Preferred Manager pursuant to this Section 6.1, but such Member waives such right, such Member shall be entitled to designate one representative (an "**Observer**"), to attend, and to receive notice of, all meetings of the Board or any committee thereof as a non-voting observer, and to receive all materials provided generally to Managers at the same time as such materials are provided to such Managers; provided, that, the Board or committee thereof shall have the right to exclude such Observer (or fail to provide such materials) if the absence of the Observer in such meeting, or the failure to provide such materials is deemed necessary by the Board or committee, in its reasonable discretion, to preserve attorney-client privilege in connection with any matter being discussed in such meeting or contained in such materials.

Section 6.2. Officers.

(a) Appointment of Officers. The Board may, subject to the terms of this Agreement, appoint individuals as officers ("**Officers**") of the Company, which may include a Chairman (who shall initially be Zarur), Chief Executive Officer (who shall initially be Ganot), President (who shall initially be Hayeem), Chief Financial Officer, Chief Operating Officer (who shall initially be Alvaro Amorrortu), one or more Vice-Presidents (who shall initially include Jorge A. Quiroz), Secretary, Treasurer, one or more Assistant Secretaries (who shall initially include Jonathan Budd), one or more Assistant Treasurers (who shall initially include Jonathan Budd), and such other Officers as the Board deems advisable. No Officer need be a Member or a Manager. An individual can be appointed to more than one office.

(b) Duties of Officers Generally. Under the direction of and, at all times, subject to the authority of the Board, the Officers shall, subject to the terms of this Agreement and the Act, have full and complete discretion to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as such Officers deem necessary or appropriate to accomplish the foregoing.

(c) Authority of Officers. Subject to Section 6.2(b), any Officer of the Company shall have the right, power and authority to transact business in the name of the Company or to execute agreements on behalf of the Company, with respect to those agreements which are commonly signed

by such equivalent officers of a corporation organized under the laws of the State of Delaware. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any Officer to the effect that such Officer is acting on behalf of the Company.

(d) Removal, Resignation and Filling of Vacancy of Officers. Subject to the terms of this Agreement, the Board may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Board, and such resignation shall take effect at the date of receipt of that notice or any later time specified in that notice; provided, however, that unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such Officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(e) Compensation of Officers. Subject to the terms of this Agreement, the Officers shall be entitled to receive compensation from the Company as determined by the Board.

ARTICLE VII

ALLOCATIONS AND OTHER TAX MATTERS

Section 7.1. General Application. The rules set forth below in this Article VII shall apply for the purposes of determining each Member's general allocable share of the items of income, gain, loss or expense of the Company comprising Net Income or Net Loss for each fiscal year, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect the aforementioned general and special allocations. For each fiscal year, the special allocations in Section 7.3 shall be made immediately prior to the general allocations of Section 7.2.

Section 7.2. General Allocations.

(a) Allocations for a Fiscal Year and a Winding Up Year. The items of income, expense, gain and loss of the Company comprising Net Income or Net Loss of the Company for a fiscal year (including any Winding Up Year), shall be allocated among the Persons who were Members during such fiscal year in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year to equal the excess (which may be negative) of:

(i) the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year: (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, taking into account any adjustments thereto for such fiscal year; (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability, to the Gross Asset Value of the assets securing such liability); and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full pursuant to Section 8.1(a), over

(ii) the sum of: (A) the amount, if any, which such Member is obligated to contribute to the capital of the Company; (B) such Member's share of the Company Minimum Gain determined pursuant to Regulations Section 1.704-2(g); and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 7.2(a)(i).

(b) Loss Limitation. Notwithstanding anything to the contrary in this Section 7.2, the amount of items of expense and loss of the Company allocated pursuant to this Section 7.2 to any Member shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. All such items in excess of the limitation set forth in this Section 7.2(b) shall be allocated first, to Members who would not have an Adjusted Capital Account Deficit, pro rata, in proportion to their Capital Account balances, adjusted as provided in clauses (a) and (b) of the definition of Adjusted Capital Account Deficit, until no Member would be entitled to any further allocation, and thereafter, to all Members, pro rata, in proportion to their Units held.

Section 7.3. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a fiscal year in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Article VII, each Member shall receive such special allocations of items of Company income and gain as are required in order to conform to Regulations Section 1.704-2.

(b) Qualified Income Offset. Subject to Section 7.3(a), but notwithstanding any other provision of this Article VII, items of income and gain shall be specially allocated to the Members in a manner that complies with the "qualified income offset" requirement of Regulations Section 1.704-1(b)(2)(ii)(d)(3).

(c) Deficit Capital Accounts Generally. If a Member has a deficit Capital Account balance at the end of any fiscal year which is in excess of the sum of: (i) the amount such Member is then obligated to restore pursuant to this Agreement; and (ii) the amount such Member is then deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), respectively, such Member shall be specially allocated items of income and gain of the Company in an amount of such excess as quickly as possible, provided that any allocation under this Section 7.3(c) shall be made only if and to the extent that a Member would have a deficit Capital Account balance in excess of such sum after all allocations provided for in this Article VII have been tentatively made as if this Section 7.3(c) were not in this Agreement.

(d) Deductions Attributable to Member Nonrecourse Debt. Any item of loss or expense of the Company that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Regulations Section 1.752-2) for such Member Nonrecourse Debt.

(e) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be specially allocated among the Members pro rata to their relative ownership of Units.

(f) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any asset of the Company, pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

The allocations pursuant to Sections 7.3(a), 7.3(b) and 7.3(c) shall be comprised of a proportionate share of each of the Company's items of income or gain. The amounts of any income, gain, loss or deduction of the Company available to be specially allocated pursuant to this Section 7.3 shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) of the definitions of Net Income and Net Loss.

Section 7.4. Allocation of Nonrecourse Liabilities. For purposes of determining each Member's share of Nonrecourse Liabilities, if any, of the Company in accordance with Regulations Section 1.752-3(a)(3), the Members' interests in the Company's profits shall be determined in the same manner as prescribed by Section 7.3(e).

Section 7.5. Other Allocation Rules.

(a) Tax Allocations; Other Allocation Rules.

(i) Tax Allocations. Tax allocations of each item of income, gain, loss, or deduction of the Company for federal income tax purposes for each fiscal year or other accounting period of the Company shall be made consistent with and in the same proportion as the corresponding allocations of such items of income, gain, loss or deduction that are made pursuant to Sections 7.2 and 7.3 for such year or period, except that, solely for tax purposes, items of income, expense, gain and loss with respect to assets of the Company reflected hereunder in the Members' Capital Accounts and on the books of the Company at values that differ from the Company's adjusted tax basis in such assets shall be allocated among the Members so as to take account of those differences in a manner which will comply with Code Sections 704(b) and 704(c) and the Regulations promulgated thereunder. The Company shall, at the discretion of the Board of Managers, make, or not make, "curative" or "remedial" allocations (within the meaning of the Regulations Section 1.704-3).

(ii) Changes in Members' Interests. If during any fiscal year or other accounting period of the Company there is a change in any Member's interest in the Company, the Board of Managers shall allocate Net Income or Net Loss to the Members in a manner that complies with the provisions of Code Section 706 and the Regulations thereunder.

(iii) Credits. All tax credits of the Company for a fiscal year or other accounting period (or portion thereof, if appropriate) shall be allocated among the Members in accordance with their interests in such items in a manner reasonably determined by the Board of Managers, consistent with applicable law.

(b) Tax Withholding.

(i) If the Company receives proceeds in respect of which a tax has been withheld, the Company shall be treated as having received cash in an amount equal to the amount of such withheld tax, and, for all purposes of this Agreement each Member shall be treated as having received a distribution under Article VIII equal to the portion of the withholding tax allocable to such Member, as reasonably determined by the Board of Managers.

(ii) If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member, any amount which is (A) actually withheld from a distribution that would otherwise have been made to such Member, and (B) paid over to the applicable taxing authority in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member under Article VIII. For these purposes, each Member's direct and indirect share of any payments by the Company or any other entity treated as a partnership for U.S. federal income tax purposes (other than the portion of any such payment by an entity that is held directly or indirectly by the Company through an entity treated as a corporation for U.S. federal income tax purposes) pursuant to Subchapter C of Chapter 63 of the Code shall be deemed to be a withholding tax obligation with respect to such Member that otherwise meets the requirements of the preceding sentence to be treated as having been distributed to such Member under Article VIII.

(iii) Taxes withheld pursuant to Sections 7.5(b)(i) or (ii), but which exceed the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 7.5(b)(iii) shall be repaid by such Member to the Company within thirty (30) days after the Board of Managers gives notice to such Member making demand therefor, with any such demands being made equitably and ratably of such Members. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The Company shall collect any unpaid amounts from any distributions by the Company that would otherwise be made to such Member.

(iv) The Company shall not be liable for any excess taxes withheld in respect of any Member's Units, and, in the event of any such overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate governmental authority. If the Company or any of its respective Affiliates, or any of their respective shareholders, partners, members, officers, directors, employees, managers and, as determined by the Board of Managers in its discretion, consultants or agents, becomes liable as a result of a failure to withhold and remit taxes in respect of any Member, then such Member shall, unless otherwise agreed by the Board of Managers in writing, to the fullest extent permitted by law, indemnify and hold harmless the Company or any of its respective Affiliates,

or any of their respective shareholders, partners, members, officers, directors, employees, managers and, as determined by the Board of Managers in its discretion, consultants or agents, as the case may be, in respect of all taxes, including interest and penalties, and any expenses incurred in any examination, determination, resolution and payment of such liability. The provisions contained in this Section 7.5(b) shall survive the termination of the Company, the termination of this Agreement and the Transfer of any Units.

(c) Tax Classification of the Company. It is intended that the Company be classified as a partnership for United States federal income tax purposes.

(d) Certain Tax Elections. Except in connection with actions taken in accordance with Section 11.1, the Company shall not file any election pursuant to Regulations Section 301.7701-3(c) to be treated as an entity other than a partnership or elect, pursuant to Code Section 761(a), to be excluded from the provisions of subchapter K of the Code.

(e) Publicly Traded Partnership. To ensure that Units are not traded on an established securities market within the meaning of Regulations Section 1.7704-1(b) or readily tradable on a secondary market or the substantial equivalent thereof within the meaning of Regulations Section 1.7704-1(c), notwithstanding anything to the contrary contained in this Agreement:

(i) the Company shall not participate in the establishment of a market or the inclusion of Units thereon; and

(ii) the Company shall not recognize any Transfer made on any market by (A) redeeming any Units of a Member, or (B) admitting as a Member any transferee pursuant to a Transfer or otherwise recognizing any rights of any transferee, such as a right of such transferee to receive distributions from the Company (directly or indirectly) or to acquire an interest in the capital or profits of the Company.

(f) Other Tax Elections.

(i) Elections by the Company. Except as provided in Section 7.5(a)(i), relating to Code Section 704(c) allocation methods, Section 7.5(d), relating to the tax classification of the Company, and Section 7.5(f)(ii), relating to Code Section 754 elections, the Board of Managers may make, or refrain from making, in its sole and absolute discretion, any tax election provided under the Code, or any provision of state, local or foreign tax law. All decisions and other matters concerning the computation and allocation of items of income, gain, loss, deduction and credits among the Members, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board. Any determination made pursuant to this Section 7.5(f) by the Board of Managers shall be conclusive and binding on all Members.

(ii) Elections by Company Subsidiaries. The Company will make and the Company will, if authorized in the sole and absolute discretion of the Board of Managers, cause any and all eligible Company Subsidiaries to make, an election under Code Section 754.

(iii) Election by Members. In the event any Member makes any tax election that requires the Company to furnish information to such Member to enable such Member to compute its own tax liability, or requires the Company to file any tax return or report with any tax authority, in either case that would not be required in the absence of such election made by such Member, the Board of Managers may, as a condition to furnishing such information or filing such return or report, require such Member to pay to the Company any incremental expenses incurred in connection therewith.

(iv) Other Member Obligations. Promptly upon request, each Member shall use commercially reasonable efforts to provide the Company with any information related to such Member necessary (A) to allow the Company to comply with any tax reporting, tax withholding or tax payment obligations of the Company or (B) to establish the Company's legal entitlement to an exemption from, or reduction of, withholding or other taxes or similar payments, including U.S. federal withholding tax under Sections 1471 and 1472 of the Code. For the avoidance of doubt, if a Member fails to provide the Company with any such information, such Member shall not be relieved of any adverse consequences of such failure even if such Member used commercially reasonable efforts to provide such information. A Member who acquires a Unit shall promptly furnish to the Company such information as the Company shall reasonably request to enable it to compute the adjustments required by Section 755 of the Code and the Regulations thereunder.

Section 7.6. Tax Matters Member.

(a) Designation. The Board may appoint, or remove a Person to be designated as the tax matters partner within the meaning of Code Section 6231(a)(7) (the "**Tax Matters Member**"). In such capacity, the Tax Matters Member shall have all of the rights, authority and power, and shall be subject to all of the regulations of, a tax matters partner to the extent provided in the Code and the Regulations. The Tax Matters Member shall also be the "partnership representative" within the meaning of Code Section 6223, and for the avoidance of doubt, references herein to "Tax Matters Member" shall include a person acting in the capacity of "partnership representative."

(b) Foreign, State and Local Tax Law. If any foreign, state or local tax law provides for a tax matters partner or person having similar rights, powers, authority or obligations, the Tax Matters Member shall also serve in such capacity. In all other cases, the Tax Matters Member shall represent the Company in all tax matters to the extent allowed by law.

(c) Expenses of the Tax Matters Member. Expenses incurred by the Tax Matters Member as the Tax Matters Member, or in a similar capacity as set forth in this Section 7.6, shall be borne by the Company as Company expenses. Such expenses shall include fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs.

(d) Effect of Certain Decisions by Tax Matters Member. Any decisions made by the Tax Matters Member, including whether or not to settle or contest any tax matter, whether or not to extend the period of limitations for the assessment or collection of any tax and the choice of forum for such contest shall be made in the Tax Matters Member's sole and absolute discretion.

(e) Inconsistent Return Positions. No Member shall file a notice with the IRS under Code Section 6222(b) in connection with such Member's intention to treat an item on such Member's federal income tax return in a manner that is inconsistent with the treatment of such item on the Company's federal income tax return, unless such Member has, not less than thirty (30) days prior to the filing of such notice, provided the Tax Matters Member with a copy of the notice; in addition, such Member shall thereafter in a timely manner provides such other information related thereto as the Tax Matters Member shall reasonably request.

(f) Consolidated Audit Rules. In furtherance of the foregoing, if the Company is not subject to the consolidated audit rules of Code Section 6221 through 6234 during any taxable year, the Members hereby agree to sign an election pursuant to Code Section 6231(a)(1)(B)(ii) to be filed with the Company's federal income tax return for such taxable year to have such consolidated audit rules apply to the Company to the extent such election is available.

ARTICLE VIII

DISTRIBUTIONS

Section 8.1. Distributions.

(a) Order of Distributions. If and to the extent that the Company makes distributions to its Members, other than pursuant to Section 8.3 and subject to Section 8.1(c), the Company shall, to the fullest extent permitted by law, including without limitation, Section 18-607 of the Act, make distributions as follows:

(i) first, to the Series 2 Senior Preferred Members, pro rata to the number of Series 2 Senior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (i) with respect to each outstanding Series 2 Senior Preferred Unit equals the Series 2 Senior Preferred Original Issue Price;

(ii) second, to the Series 2 Senior Preferred Members, pro rata to the number of Series 2 Senior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (ii) with respect to each outstanding Series 2 Senior Preferred Unit equals the Series 2 Senior Preferred Dividend Amount, if any;

(iii) third, to the Series 1 Senior Preferred Members, pro rata to the number of Series 1 Senior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (iii) with respect to each outstanding Series 1 Senior Preferred Unit equals the Series 1 Senior Preferred Original Issue Price;

(iv) fourth, to the Series 1 Senior Preferred Members, pro rata to the number of Series 1 Senior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (iv) with respect to each outstanding Series 1 Senior Preferred Unit equals the Series 1 Senior Preferred Dividend Amount, if any;

(v) fifth, to the Junior Preferred Members, pro rata to the number of Junior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (v) with respect to each outstanding Junior Preferred Unit equals the Junior Preferred Original Issue Price;

(vi) sixth, to the Junior Preferred Members, pro rata to the number of Junior Preferred Units held by each of them as of such time, until the cumulative amount distributed pursuant to this clause (vi) with respect to each outstanding Junior Preferred Unit equals the Junior Preferred Dividend Amount, if any;

(vii) seventh, to the Series A Common Members, Series B Common Members, Series C Common Members and Series D Common Members, pro rata to the aggregate number of Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units, until the cumulative amount distributed pursuant to this clause (vii) with respect to one Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Junior Preferred Unit pursuant to clauses (v) and (vi);

(viii) eighth, to the Junior Preferred Members, Series A Common Members, Series B Common Members, Series C Common Members and Series D Common Members, pro rata to the aggregate number of Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units, until the cumulative amount distributed pursuant to clauses (v), (vi), (vii) and (viii) with respect to one Junior Preferred Unit, Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Series 1 Senior Preferred Unit pursuant to clauses (iii) and (iv);

(ix) ninth, to the Series 1 Senior Preferred Members, Junior Preferred Members, the Series A Common Members, the Series B Common Members, the Series C Common Members and the Series D Common Members, pro rata to the aggregate number of Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units, until the cumulative amount distributed pursuant to clauses (iii), (iv), (v), (vi), (vii), (viii) and (ix) with respect to one Series 1 Senior Preferred Unit, Junior Preferred Unit, Series A Common Unit, Series B Common Unit, Series C Common Unit and vested Series D Common Unit equals the cumulative amount distributed to one Series 2 Senior Preferred Unit pursuant to clauses (i) and (ii); and

(x) tenth, subject to Section 3.7, to all Holders of Units, pro rata to the number of Series 2 Senior Preferred Units, Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units and vested Series D Common Units held by each of them as of such time, but taking into account the limitations of Section 8.1(c) with respect to Series D Common Units.

Solely for purposes of this Section 8.1(a), all Series B Common Units and Series D Common Units resulting from the conversion of the Series A Common Units of the Company (as defined in the 2nd A&R Agreement) as part of the GT Merger that had been issued on or prior to December 17, 2014, shall be deemed fully vested.

(b) Timing of Distributions. The Members acknowledge that the Company shall make distributions at such times as designated by the Board, in its sole discretion, and in accordance with the terms set forth herein; provided, however, that in the event of a Deemed Liquidation Event, the Board shall to the extent permitted by law, cause the Company to distribute to the Members, pursuant to Section 8.1(a), the proceeds received by the Company in connection with such Deemed Liquidation Event within 90 days after the Deemed Liquidation Event; provided that the holders of at least 66% of the outstanding Senior Preferred Units and the holders of a majority of the Junior Preferred Units may together waive the occurrence of a Deemed Liquidation Event.

(c) Profits Interests. If the Company issues Series D Common Units intended to be treated as "profits interests" (as that term is used in Revenue Procedures 93-27 and 2001-43), the Members intend that, under current interpretations of the Code, the recipient will not realize income upon the issuance of such Unit. In furtherance of such intention, distributions in respect of any such Series D Common Unit may be limited, as determined by the Board, so that such Series D Common Unit does not share in the value of the Company's assets as of the date of grant of such Series D Common Unit, and only shares in subsequent appreciation in value of the Company's assets. Following the promulgation, if any, of final regulations and associated guidance by the Treasury Department and Internal Revenue Service regarding the tax consequences associated with the issuance or transfer of partnership interests in exchange for the performance of services, the Company is authorized and directed to elect (on behalf of the Company and each of its Members) to have the liquidation value safe harbor contemplated by proposed Section 1.83-3(l) of the Treasury Regulations and by the revenue procedure contemplated by IRS Notice 2005-43 (or the corresponding provisions of any such final Treasury Regulations or associated guidance) apply irrevocably with respect to all Series D Common Units transferred in connection with the performance of services. The Company and each Member (including any Member obtaining a Member interest in exchange for the performance of services and any Person to whom a Member interest in the Company is Transferred) shall comply with all requirements associated with any such election, including forfeiture allocations if the interest for which a Section 83(b) election is made is later forfeited, while the election remains effective.

Section 8.2. Non-Cash Distributions. Whenever a distribution provided for in this Article VIII shall be payable in property other than cash, the amount of the distribution shall equal the Gross Asset Value of such property.

Section 8.3. Tax Distributions. The Board shall cause the Company to distribute within five (5) days prior to each April 15, June 15, September 15 and January 15 of the succeeding year (or such other time period or date as the Board shall determine), in proportion to their respective Tax Liability Deficiencies (as hereinafter defined and calculated using the assumptions set forth herein) for the period in question, an amount up to the aggregate Tax Liability Deficiencies of all

Members for such period. For purposes of this Section 8.3, the term "**Tax Liability Deficiency**" means the excess, if any, of (A) the highest marginal combined U.S. federal and state tax rates applicable to individuals, taking into account the character of income and such other reasonable assumptions as determined by the Board, or such higher rate as determined by the Board to be appropriate in order for the Members to defray their tax liability associated with an ownership interest in the Company, of the amount of the Company's federal taxable income (as estimated by the Board) for the current taxable year allocated to the Members pursuant to Article VII in respect of the class of Units held by such Members, over (B) the cumulative amount of cash previously distributed to the Member during such taxable year pursuant to Section 8.1 attributable to such taxable year, in each case, in respect of such class of Units. For these purposes, a Member's Tax Liability Deficiency shall be determined separately for each class of Units held by such Member. Any distributions made to a Member pursuant to this Section 8.3 in respect of such Member's Series 2 Senior Preferred Units, Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units or Series D Common Units, to the extent attributable to allocations to such Member corresponding to amounts distributable to such Member in respect of such Units pursuant to Section 8.1, shall be treated as advances against and shall reduce dollar-for-dollar any subsequent distributions to be made pursuant to Section 8.1 in respect of such Member's Series 2 Senior Preferred Units, Series 1 Senior Preferred Units, Junior Preferred Units, Series A Common Units, Series B Common Units, Series C Common Units or Series D Common Units, as applicable. The determination of Tax Liability Deficiency shall be subject to such other adjustments and modifications as determined by the Board to be equitable. If the Company shall fail to make distributions in respect of any Member's Tax Liability Deficiency with respect to a taxable year, then prior to making distributions pursuant to this Section 8.3 in respect of the Tax Liability Deficiencies of the Members for any subsequent taxable year, the Company shall make distributions pursuant to this Section 8.3 to the Member or Members who did not receive sufficient distributions to meet the prior year's Tax Liability Deficiency until such deficiency is remedied. For the avoidance of doubt, if the amount of the distributions to be made pursuant to this Section 8.3 is less than the Tax Liability Deficiency of the Members, any distributions made pursuant to this Section 8.3 shall be made to the Members in proportion to their respective share of the Tax Liability Deficiency.

ARTICLE IX

BOOKS AND RECORDS; REPORTS

Section 9.1. Books and Records. The Officers will keep appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 9.2 or pursuant to applicable law. Each Major Investor and each Series C Common Member shall have reasonable access, during normal business hours and upon reasonable advance notice, to the Company's facilities, to discuss the operations and business of the Company with the Officers of the Company and to inspect the Company's books and records, subject to reasonable confidentiality agreements that the Board may impose. Each Member shall have the right to inspect and make a copy of the List of Members; provided that a Series D Common Member shall only have the right to inspect the List of Members as to its own entry therein.

Section 9.2. Reports.

(a) Financial Statements. The Company shall deliver to each Major Investor and each Series B Common Member:

(i) no later than 90 days after the end of each fiscal year, a copy of the consolidated balance sheet of the Company as at the end of such year, together with consolidated statements of income, owners' equity and cash flow of the Company for such year;

(ii) no later than 45 days after the end of each fiscal quarter, a copy of the consolidated balance sheet of the Company as at the end of such quarter, together with consolidated statements of income, owners' equity and cash flow of the Company for such quarter; and

(iii) such other information as determined by the Board of Managers.

(b) Monthly and Other Reports. The Company shall deliver to each Major Investor and each Series B Common Member:

(i) promptly after the end of each fiscal month, a copy of the consolidated balance sheet of the Company as at the end of such month, together with consolidated statements of income, owners' equity and cash flow of the Company for such month;

(ii) promptly after the end of each fiscal quarter, a copy of the current capitalization table of the Company; and

(iii) within thirty (30) days prior to the end of each fiscal year, a copy of a comprehensive operating budget forecasting the Company's revenues, expenses and cash position on a month-to-month basis for the upcoming fiscal year.

(c) Tax Reports. Within 90 days after the end of each fiscal year, the Company shall deliver to each Member such Member's Schedule K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of such Member's federal, state and local income tax returns, including a statement showing such Member's share of the Company's income, gain or loss, expense and credit for such fiscal year for federal income tax purposes.

Section 9.3. Fiscal Year. The fiscal year of the Company shall be the twelve (12) month period ending on December 31 of each calendar year, or such other annual accounting period as may be established by the Board of Managers. The taxable year of the Company for federal and applicable state income tax purposes shall be the same as the Company's fiscal year unless a different taxable year is required by applicable law.

Section 9.4. Non-Disclosure. Each Member agrees that it shall not disclose, reveal, divulge or communicate to any Person (except an Affiliate), or use or otherwise exploit for its own benefit or for the benefit of any other Person, any Confidential Information, except with the consent of the Board. No Member shall have any obligation to keep confidential any Confidential Information if

and to the extent disclosure thereof is specifically required by applicable law; provided, that, in the event disclosure is required by applicable law, the applicable Member shall, to the extent reasonably possible, provide the Company with prompt notice of such requirement prior to making any disclosure so that the Company may seek an appropriate protective order. Notwithstanding the foregoing, nothing in this Agreement prohibits a Member from reporting possible violations of federal or state law or regulations to any governmental agency or entity or self-regulatory institution, including the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, and any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Prior authorization of the Board or the Chief Executive Officer shall not be required to make any such reports or disclosures pursuant to the preceding sentence and a Member is not required to notify the Company that it has made such reports or disclosures pursuant to such sentence.

ARTICLE X

DISSOLUTION AND LIQUIDATION

Section 10.1. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) subject to Section 6.1(j)(i)(1), the written consent of both the Board (in accordance with the terms of this Agreement) and a Voting Majority, (b) the sale of all of the assets of the Company in accordance with the terms of this Agreement, and (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

Section 10.2. Liquidation. Upon dissolution of the Company, the Board of Managers or, if one is appointed, an authorized liquidating trustee, shall wind up the Company's affairs. Upon termination and dissolution of the Company and liquidation of its assets, the Board of Managers or liquidating trustee, as the case may be, shall apply the Company's assets to the payment of all liabilities owing to creditors in accordance with the applicable law. The Board of Managers or liquidating trustee, as the case may be, shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid by the Board of Managers or liquidating trustee, as the case may be, upon dissolution to a bank or trust company to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period or occurrence of such events as the Board of Managers or liquidating trustee, as the case may be, may in establishing such reserves deem advisable, such reserves shall be distributed to the Members in the manner set forth in Section 8.1(a).

Section 10.3. Final Allocation and Distribution. After paying all liabilities to creditors and providing for reserves in accordance with Section 10.2, the Board of Managers or liquidating trustee, as the case may be, shall: (i) make a final allocation of all items comprising Net Income and Net Loss to the Members' Capital Accounts in accordance with Article VII, which allocation shall take into account any unrealized gains and losses with respect to assets to be distributed in kind in accordance with Sections 1.704 1(b)(2)(iv)(e) and 1.704 1(b)(2)(iv)(f) of the Regulations; and (ii) distribute all other remaining assets of the Company to the Members in the manner set forth in Section 8.1(a).

ARTICLE XI

CONVERSION

Section 11.1. Conversion to Corporation.

(a) Conversion. Notwithstanding anything to the contrary contained herein, (i) upon the request of the Voting Majority in connection with effecting the Initial Public Offering pursuant to which the offering price per share is equal to at least one hundred seventy-five percent (175%) of the Senior Preferred Blended Issue Price with gross proceeds to the Company of at least $20,000,000, or (ii) upon the request of the Holders of a majority of each of the outstanding Senior Preferred Units and outstanding Junior Preferred Units, in connection with effecting the Initial Public Offering (in each case, a "**QIPO**"), each of the Members hereby agrees that it will take such action and execute such documents as may reasonably be necessary to: (A) convert the Company (including by merger or Unit contribution) into a corporation formed for the purpose of effecting the QIPO; or (B) contribute the assets of the Company and the equity interests of the Company Subsidiaries to a corporation (such corporation, in either case, the "**Conversion Corporation**") in exchange for capital stock of the Conversion Corporation with equivalent value substantially concurrently with the closing of QIPO. If the Board reasonably determines that an alternative structure (as compared to the foregoing) to effect QIPO would be beneficial to the Members, collectively, and not materially adverse to any Member as compared to the foregoing, then each Member hereby agrees that it will take such action and execute such documents as may reasonably be necessary to effectuate such alternative structure upon the request of the Voting Majority.

(b) Consideration. In such event, the Members shall be entitled to receive upon such conversion that value of the securities of the Conversion Corporation as equals the value of the Units which such Members held in the Company immediately prior to such conversion; provided that, upon completion of such conversion the securities received by each such Member shall as nearly as practicable provide such Member with the same economic, voting, preferences, benefits and other rights as such Member was entitled to prior to such conversion; provided, however, that if (i) the aggregate value of the securities received by the Series 2 Senior Preferred Members is greater than the aggregate Series 2 Senior Preferred Unreturned Capital, (ii) the aggregate value of the securities received by the Series 1 Senior Preferred Members is greater than the aggregate Series 1 Senior Preferred Unreturned Capital, and (iii) the aggregate value of the securities received by the Junior Preferred Members is greater than the aggregate Junior Preferred Unreturned Capital, each Member shall receive common stock of the Conversion Corporation with respect to its Units.

(c) Registration Rights. Contemporaneously with the execution of this Agreement, the Company and certain Members have entered into an amended and restated registration rights agreement substantially in the form attached hereto as Exhibit C.

Section 11.2. Member Cooperation Upon Certain Events. Each Member agrees to reasonably cooperate in connection with a conversion contemplated by Section 11.1 as may reasonably be requested by the Board.

Section 11.3. Blocker Provisions.

(a) If (i) the Company intends to become a wholly-owned subsidiary of a corporation (by merger, contribution, or otherwise) or the Company or any subsidiary holding all or substantially all of the assets of the Company intends either to convert into a corporation (by conversion, merger, or otherwise) or to elect to be taxed as a corporation for federal income tax purposes or intends to convert into a Conversion Corporation (in each case, the successor corporate entity to the Company or such subsidiary, the "**Successor Corporation**" and any such transaction, a "**Corporate Transaction**") or (ii) the Company or any subsidiary intends to effect a sale, disposition or other similar transaction involving all or substantially all of the Units or assets of the Company (a "**Covered Transaction**"), the Company shall use commercially reasonable efforts to effect such Corporate Transaction or Covered Transaction, as applicable, so that each of (A) the Bain Fund, as the holder of all securities issued by BCLS Solid Bio, Inc. (the "**Bain Blocker**") and (B) Foresite Capital Fund III, L.P. (the "**Foresite Fund**") as the holder of all securities issued by FC Fund III Solid Holdings, Inc. (the "**Foresite Blocker**"), can exchange all (but not less than all) of the securities of the Bain Blocker or the Foresite Blocker, as applicable, for the securities of the Successor Corporation or proceeds from such Corporate Transaction or Covered Transaction that otherwise would have been directly or indirectly issued to the Bain Blocker or the Foresite Blocker, as applicable, and in a manner that, to the extent practicable without altering the intended economic arrangements of the parties, is otherwise a "reorganization" within the meaning of Section 368(a) of the Code or a transfer of property to a corporation in exchange for stock of such corporation pursuant to Section 351 of the Code.

(b) The Company shall use commercially reasonable efforts to negotiate and consult with (i) the Bain Members and their Affiliates regarding the terms of any exchange of securities of the Bain Blocker pursuant to Section 11.3(a), and (ii) the Foresite Fund regarding the terms of any exchange of securities of the Foresite Blocker pursuant to Section 11.3(a), it being understood that (A) the parties intend that the gross proceeds to the Bain Members or the Foresite Fund as applicable, from such exchange shall be the same as the direct or indirect gross proceeds from such Corporate Transaction or Covered Transaction to the Bain Fund or Foresite Blocker, as applicable, absent any such exchange of Bain Blocker securities or Foresite Blocker securities, as applicable, pursuant to the provisions of this Section 11.3; provided, however, that no other Member shall bear any expenses, costs or adverse tax or economic consequences in connection with any such exchange (other than the potential adverse economic consequences to be indirectly borne by all Members through a reduction in total proceeds as a result of foregone potential tax benefits to the purchaser of Units or assets in connection with a Covered Transaction by reason of effecting a transfer of securities of Bain Blocker or the Foresite Blocker), (B) the Company may require each of the Bain Fund, the Bain Members, the Bain Blocker, the Foresite Fund, the Foresite Blocker and such other parties as are reasonably necessary, as applicable, to make certain representations and warranties, including representations and warranties by the Bain Blocker and the Foresite Blocker regarding their assets and liabilities, title to assets and lack of any activities other than holding a direct or indirect interest in the Company and (C) in no event shall the Company be liable to any Person for failure to effect any such Corporate Transaction or Covered Transaction in a manner that allows (1) the Bain Fund to exchange securities of the Bain Blocker for securities of the Successor Corporation or proceeds from a Corporate Transaction or Covered Transaction or for the tax consequences of any exchange by the Bain Fund of

securities of the Bain Blocker pursuant to this Section 11.3 or (2) the Foresite Fund to exchange securities of the Foresite Blocker for securities of the Successor Corporation or proceeds from a Corporate Transaction or Covered Transaction or for the tax consequences of any exchange by the Foresite Fund of securities of the Foresite Blocker pursuant to this Section 11.3. All such negotiations shall be made by the applicable party in good faith.

(c) If the Bain Fund transfers securities of the Bain Blocker to an Affiliate of the Bain Fund, the transferee of such securities shall have the same rights and obligations of the Bain Fund pursuant to Section 11.3, so that any such Affiliate and the Bain Fund can collectively transfer all securities of the Bain Blocker as contemplated by this Section 11.3. The rights of the Bain Fund (and any Affiliate of the Bain Fund that holds securities of the Bain Blocker) and the obligations of the Company, as set forth in this Section 11.3, shall cease to exist if any securities of the Bain Blocker are not owned by the Bain Fund or its Affiliates; provided that in the event of a transfer of securities of the Bain Blocker other than to an Affiliate of the Bain Blocker, the Company shall use commercially reasonable efforts to cause these rights to apply to a transferee of such securities, it being understood that as part of such undertaking the successor to such securities and its Affiliates would be expected to agree to provisions comparable to those set forth in this Section 11.3 applicable to the Bain Fund, the Bain Blocker and the Bain Members and their Affiliates.

(d) If the Foresite Fund transfers securities of the Foresite Blocker to an Affiliate of the Foresite Fund, the transferee of such securities shall have the same rights and obligations of the Foresite Fund pursuant to Section 11.3, so that any such Affiliate and the Foresite Fund can collectively transfer all securities of the Foresite Blocker as contemplated by this Section 11.3. The rights of the Foresite Fund (and any Affiliate of the Foresite Fund that holds securities of the Foresite Blocker) and the obligations of the Company, as set forth in this Section 11.3, shall cease to exist if any securities of the Foresite Blocker are not owned by the Foresite Fund or its Affiliates; provided that in the event of a transfer of securities of the Foresite Blocker other than to an Affiliate of the Foresite Fund, the Company shall use commercially reasonable efforts to cause these rights to apply to a transferee of such securities, it being understood that as part of such undertaking the successor to such securities and its Affiliates would be expected to agree to provisions comparable to those set forth in this Section 11.3 applicable to the Foresite Fund, the Foresite Blocker and their Affiliates.

ARTICLE XII

INDEMNIFICATION

Section 12.1. Right to Indemnification of Directors and Officers. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Manager or Officer or, while a Manager or Officer, is or was serving at the request of the Company as a director, officer, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company,

trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, (i) except as otherwise provided in Section 12.3, the Company shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Managers, and (ii) the Company shall not be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by the Company against such Indemnified Person.

Section 12.2. Prepayment of Expenses. The Company shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article XII or otherwise; and provided further, that the Company shall not be required to pay such expenses in connection with a Proceeding (or part thereof) commenced by the Company against such Indemnified Person.

Section 12.3. Claims by Managers and Officers. If a claim for indemnification or advancement of expenses under this Article XII is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Company, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Company shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 12.4. Indemnification of Employees and Agents. The Company may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Company or, while an employee or agent of the Company, is or was serving at the request of the Company as a director, officer, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Managers in its sole discretion.

Section 12.5. Advancement of Expenses of Employees and Agents. The Company may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Managers.

Section 12.6. Non-Exclusivity of Rights. The rights conferred on any person by this Article XII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Formation, any other agreement, vote of the Members or disinterested Managers or otherwise.

Section 12.7. Other Indemnification. The Company's obligation, if any, to indemnify any person who was or is serving at its request as a director, manager, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person actually collects as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

Section 12.8. Insurance. The Board of Managers shall, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate Officer or Officers to purchase and maintain at the Company's expense insurance in amounts satisfactory to the Board (a) to indemnify the Company for any obligation which it incurs as a result of the indemnification of Managers, Officers and employees under the provisions of this Article XII, and (b) to indemnify or insure Managers, Officers and employees against liability in instances in which they may not otherwise be indemnified by the Company under the provisions of this Article XII; provided, however, that if the Company maintains any such insurance for any Manager or Officer, it shall maintain it for all Managers and Officers.

Section 12.9. Fiduciary Duties.

(a) Managers. Each Manager shall owe the Company and its Members the same fiduciary duties that a director of a Delaware corporation owes to such corporation and its stockholders.

(b) Members. Each of the Members acknowledges and agrees that the sole duty and responsibility of any Member pursuant to this Agreement, applicable law or otherwise, shall be to act in the interest of such Member, as determined by the applicable Member in its sole discretion, and there shall be no limitations on such Member's right to act as determined by the Member in its sole discretion, except as otherwise specifically provided herein. In connection therewith, a Member may take into account only such Member's best interests and such Member shall not be required to take into account the interest of any other Member or any other Person other than its own. No Member shall have any fiduciary or other implied duties or responsibilities except those expressly set forth herein, nor shall any fiduciary functions, responsibilities, duties, obligations or any liabilities be read into this Agreement or otherwise exist against such Member. To the maximum extent permitted by applicable law, no Member shall be a trustee or fiduciary for any other Member or the Company by reason of this Agreement. To the maximum extent permitted by law, each Member and the Company waive any fiduciary or other express or implied covenant, duty or other obligation of a Member to the other Members, the Company, any Company Subsidiaries or any third party, except for the specific obligations expressly set forth in this Agreement. To the maximum extent allowed by applicable law, each Member and the Company hereby waive all of the foregoing and all other duties, responsibilities or obligations (fiduciary or otherwise) that might otherwise apply to each.

Section 12.10. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article XII shall not adversely affect any right or protection hereunder of any Person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such Person's heirs, executors and administrators.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Amendments. This Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter, including without limitation any prior agreements among the Members and any prior agreements relating to the operation of the Company. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified, altered, supplemented or amended (by merger, repeal, or otherwise) except pursuant to a written agreement executed and delivered by the Voting Majority; provided, however, that (i) any such modification, alteration, supplement or amendment which materially disproportionately and adversely affects the rights and privileges of the Series 2 Senior Preferred Units, Series 1 Senior Preferred Units, the Junior Preferred Units, the Series A Common Units, the Series B Common Units or the Series C Common Units as compared to the rights and privileges of any another class of Units shall require, the consent of the Holders of a majority of the outstanding Units of such adversely affected class of Units, voting separately as a class and (ii) any such modification, alteration, supplement or amendment which materially disproportionately and adversely affects the rights and privileges of any Member or Members of a class of Units without similarly affecting all Members of such class of Units shall require the consent of the Holders of a majority in interest of the Members that are so materially disproportionately and adversely affected. Notwithstanding the foregoing, this Agreement may be modified, altered, supplemented or amended solely upon the vote or written consent of the Board to reflect the creation and/or issuance of any security having a right to receive distributions junior to the rights of the Junior Preferred Units set forth in Sections 8.1(a)(v) and 8.1(a)(vi); provided, such creation or issuance was undertaken in accordance with the terms of this Agreement.

Section 13.2. Specific Performance. The Parties acknowledge and agree that a breach of this Agreement would cause irreparable damage to the other Parties and that the other Parties will not have an adequate remedy at law. Therefore, the obligations of the Parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

Section 13.3. Submission to Jurisdiction; Consent to Service of Process, Waiver of Jury Trial.

(a) Submission to Jurisdiction. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Delaware over any

dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 13.6.

(c) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION: (i) ARISING UNDER THIS AGREEMENT; OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 13.4. Entire Agreement; Waivers. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter of this Agreement and any provision of this Agreement can be waived only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 13.5. Governing Law. This Agreement, and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.

Section 13.6. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given: (a) when delivered personally by hand (with written confirmation of receipt); (b) when sent by e-mail (with written confirmation of successful transmission); or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the Company, to:

Solid Biosciences, LLC
161 First Street, 3rd Floor
Cambridge, MA 02142
E-mail:
Attention: Ilan Ganot

With a copy to:

Proskauer Rose, LLP
One International Place
Boston, Massachusetts 02110
E-mail:
Attention: Daniel P. Finkelman

If to any Member, to the address of such Member set forth on the signature page hereto.

Section 13.7. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 13.8. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a Party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party except subject to the terms of this Agreement.

Section 13.9. Non-Recourse. No past, present or future manager, director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, authorized person, or representative of any Member shall have any liability for any obligations or liabilities of such Member under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 13.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN ACT of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be effective for all purposes.

Exhibit 10.1

EMPLOYMENT AGREEMENT

In consideration and as a condition of my employment and/or continued employment by Solid Ventures, LLC, a Delaware limited liability company (the "Company"), I hereby agree with the Company as follows:

1. Best Efforts. During the period of my employment with the Company, I shall devote my full time and best efforts to the Company's business and I shall neither pursue any business opportunity outside the Company nor take any position with any organization other than the Company; provided, however, that I may participate in professional, civic, social and/or charitable activities that do not adversely affect my ability to carry out my responsibilities to the Company. I shall carry out my duties at the offices of the Company and shall be required to travel within the United States and elsewhere as part of those duties when necessary. My initial position with the Company shall be as Chief Executive Officer, which may be changed by the Company upon notice to me at any time.

2. Compensation and Benefits. I understand that during the period of my employment, I shall receive a salary at the initial rate of $300,000 per annum and shall be eligible to receive an annual incentive bonus. The amount of such bonus, if any, shall be in the sole discretion of the Board of Managers of the Company. I also understand that I shall be entitled to participate in any benefit programs that the Company establishes and makes available to other employees, to the extent that my position, tenure, salary, age, health and other qualifications make me eligible to participate. Such participation shall be subject to (a) the terms of the applicable plan documents, (b) generally applicable Company policies and (c) the discretion of the Board of Managers or any administrative or other committee provided for in or contemplated by such plan.

3. Work-Made-for Hire.

(a) All right, title and interest in any and all writings, ideas, inventions, know-how, designs, improvements or other property created during my employment relating in any way to the assets, business or operations of the Company, constituting copyrights, patents, trademarks, service marks and related rights or other forms of proprietary rights or information (regardless of whether any such copyrights, patents, trademarks and service marks or other rights have or may be registered) that are created, adapted or improved by me (whether alone or in conjunction with any other person or employee) or which I disclose to the Company, or which are based upon material facts, ideas or other property gathered from, for or about any personnel, contractors or clients of the Company, and all material, whether created during or after my employment, that includes any of the foregoing (collectively, "Covered Material"), shall be owned by the Company and to the extent that it includes copyrightable subject matter, shall be deemed a work made for hire for the Company within the meaning of the United States Copyright Act of 1976 and for all other purposes. If any Covered Material is deemed not to be work made for hire, such Covered Material is hereby assigned by me to the Company and I shall not have or claim to have, under this Agreement or otherwise, any right, title or interest of any kind or nature whatsoever in such Covered Material.

(b) The Company shall have the right to apply for and obtain registrations in the United States Copyright Office and the United States Patent and Trademark Office, in its own or its designee's name, of its rights in any or all of the Covered Material. If for any reason the rights in any Covered Material are registered, or applied to be registered, in my name, I shall assign in writing such application or registration to the Company and hereby authorize and appoint the Company its agent for the purpose of recording such assignment.

(c) Whenever the Company shall so request, whether during or after my employment, I shall execute, acknowledge and deliver all applications, assignments or other instruments; make or cause to be made all rightful oaths; testify in all legal proceedings; communicate all known facts which relate to such works, copyrights, inventions, ideas, discoveries, designs and improvements; perform all lawful acts and otherwise render all such assistance as the Company may deem necessary to protect the Company's interest therein including any assistance which the Company shall deem necessary in connection with any proceeding or litigation involving the same. The Company shall reimburse me for all reasonable out-of-pocket costs, incurred by me in rendering any such assistance requested by the Company pursuant to this Section.

4. Nondisclosure. I shall not at any time, whether during or after my employment, regardless of the reason for my termination, reveal to any person or entity any Confidential Information except to employees of the Company who need to know such Confidential Information for the purposes of their employment, or as otherwise authorized by the Company in writing. The term "Confidential Information" shall include, without limitation, any information and derivative information, in whatever form or medium, including oral information, concerning the organization, business, finances or personnel of the Company or of any third party which the Company is under an obligation to keep confidential or that is maintained by the Company as confidential. Such Confidential Information includes, but is not limited to, research and development activities performed by or on behalf of the Company, financial information about the Company or of any third party, personnel information, information regarding the business activities or personnel actions of the Company, and any confidential information or documents of third parties, including, but not limited to, business plans, projects, and proposals. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is, at the time of determination, publicly known and generally available in the public domain other than in consequence of improper action by any person; or (b) was acquired by me free and clear of any duty of confidentiality or restricted use and without improper action by the transferor of such information or any other person. I shall keep confidential all matters entrusted to me and shall not use or attempt to use any Confidential Information except as may be required in the ordinary course of performing my duties as an employee of the Company, and I shall not use any Confidential Information in any manner that may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly.

5. Non-hire of Employees and Consultants. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not (except on the Company's behalf), directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, employ, hire, retain, attempt to employ, hire or retain, or knowingly permit any company or business organization by which I am employed or which is directly or indirectly controlled by me to employ, hire or retain, any Company employee or consultant, or any such person whose employment or consultancy with the Company has terminated within six months prior to or after my departure from the Company.

6. Nonsolicitation of Employees and Consultants. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not (except on the Company's behalf), directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, in any manner seek to solicit or induce any Company employee or consultant, or any such person whose employment or consultancy with the Company has terminated within six months prior to or after my departure from the Company, to leave his or her employment or consultancy with the Company, or assist in the recruitment or hiring of any such person.

7. Noncompetition. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not engage in any business or enterprise which is in any way competitive or conflicting with the interests or business of the Company including, without limitation, (A) any business or activity currently conducted by the Company, and (B) any business that the Company intends to conduct and of which I am aware; provided that nothing in this Section 6 shall in any way restrict me from promoting treatments for, or endeavoring to cure, Duchenne Muscular Dystrophy.

8. Nondisparagement. I shall not at any time, whether during or after the termination of my employment, regardless of the reason for my termination, make to any person or entity disparaging, critical or otherwise detrimental comments of a business or personal nature relating to the Company or its personnel.

9. Company Property. I agree that during my employment I shall not make, use or permit to be used any Company Property otherwise than for the benefit of the Company. The term "Company Property" shall include all Confidential Information; the Company's records, files and data; all Company computers, cellular telephones, personal digital assistants, credit and/or calling cards, keys, access cards and the like; and all other documentation or materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs and any other Company property in my possession, custody or control. I further agree that I shall not, after the termination of my employment, regardless of the reason for my termination, use or permit others to use any such Company Property. I acknowledge and agree that all Company Property shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my employment I shall deliver all Company Property in my possession, and all copies thereof, to the Company.

10. Term of Employment. I understand and agree that my employment with the Company is for an indefinite period and that either the Company or I may terminate my employment at any time, for any or no reason, on at least six months' prior notice. Notwithstanding the foregoing, the Company may terminate my employment for "Cause" immediately upon notice. For purposes of this Agreement, a termination shall be for Cause if, inter alia, any one or more of the following has occurred:

(i) I have committed an act of fraud, embezzlement, misappropriation or breach of fiduciary duty against the Company or any of its customers or vendors; or

(ii) I have been convicted of, or pleaded guilty or nolo contendere to, any crime triable upon indictment or involving moral turpitude; or

(iii) I have been chronically absent from work, (excluding vacations, illnesses or leaves of absence approved by the Company); or

(iv) I have refused, after explicit written notice, to obey any lawful direction by the Board of Managers which is consistent with my duties hereunder; or

(v) I have engaged in the unlawful use (including being under the influence) or possession of illegal drugs on the Company's premises; or

(vi) I have breached any of the provisions or representations of this Agreement, which such breach has, in the good faith judgment of the Board of Managers, resulted in a material detrimental effect to the Company.

11. Representations.

(a) I represent that my employment with the Company and my performance of all of the terms of this Agreement do not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Company employment, nor will it violate any nonsolicitation and/or noncompetition agreements entered into prior to my Company employment. I have not entered into, and I shall not enter into, any agreement either written or oral in conflict herewith.

(b) I further agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

12. Waiver; Amendments. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof. In addition, any amendment to or modification of this Agreement or any waiver of any provision hereof must be in writing.

13. Severability. I agree that each provision and the subparts of each provision herein shall be treated as separate and independent clauses, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

14. Survival. This Agreement shall be effective as of the date entered below. My obligations under this Agreement shall survive the termination of my employment regardless of the reason for or manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

15. Assignment. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I may not assign this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of Delaware, without giving effect to the principles of conflicts of laws of such state. The laws of the State of Delaware shall govern any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement).

17. Entire Agreement. This Agreement sets forth the complete, sole and entire agreement between the parties with respect to the subject matter herein and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed or considered by the parties.

IN WITNESS HEREOF, I have executed this Agreement as of the date first written below.

Signature: /s/ Ilan Ganot
Ilan Ganot

Date: December 20, 2013

Address:

Accepted and agreed to as of
the date set forth above:

Solid Ventures, LLC

By: Ilan Ganot
Signature: /s/ Ilan Ganot
Title: CEO

One Broadway
Cambridge, MA 02142

November 17, 2015

Jorge A. Quiroz, M.D.

Dear Jorge:

I am pleased to extend to you an offer to join Solid GT, LLC (the "Company") on the terms and conditions described in this letter.

1. Position. Your position will be Chief Medical Officer, reporting to the Company's Chief Executive Officer. In addition to performing duties and responsibilities associated with the position of Chief Medical Officer, from time to time the Company may assign you other duties and responsibilities consistent with such position.

2. Start Date. It is expected that your employment will start on or about December 14, 2015, or such later date as you and the Company may mutually agree, but no later than January 12, 2016 (the "Start Date").

3. Nature of Relationship; Status.

(a) No provision of this letter will be construed to create an express or implied employment contract for a specific period of time. Either you or the Company may terminate the employment relationship for any reason as set forth in Section 6.

(b) You will be expected to devote your full business time and energies to the business and affairs of the Company in order to perform your duties. Notwithstanding the foregoing, you may devote reasonable business time and efforts to not-for-profit services and civic activities that do not contravene the terms of Exhibit A attached hereto (which terms are incorporated herein by reference), so long as such time and efforts do not interfere with your obligations to the Company. You will perform the foregoing services at the principal office of the Company, initially at One Broadway in Cambridge, MA.

4. Compensation.

(a) Base Salary. Your initial salary (the "Base Salary") will be at the rate of $29,166.66 per month, annualized at $350,000.00, and pro-rated for any partial year or month. You will be paid on a semi-monthly basis at the rate of $14,583.33.

(b) Bonus Opportunity. You will have the opportunity to earn a bonus of up to forty percent (40%) of your Base Salary (commencing with 2016), based on the achievement of or progress toward individual and corporate objectives and goals, as determined by the Board of Managers of the Company (the "Board") in its sole discretion (any such bonus, an "Annual Bonus"); provided that to be eligible for any such Annual Bonus, you must be employed by the Company in good standing at the time such bonus is awarded. Your performance will be reviewed formally after six months of employment and annually thereafter.

(c) Equity. As an important hire of the Company, you will be awarded at no cost to you, promptly following your Start Date, 6,904 Class C Non-Voting Units of the Company pursuant to the form of Class C Non-Voting Unit Restriction Agreement attached as Exhibit B hereto. In addition, you will be awarded (i) 1,381 Class C Non-Voting Units of the Company upon the successful acceptance by the Food and Drug Administration (or its European equivalent) of an IND filing (or its European equivalent) by the Company and (ii) 1,381 Class C Non-Voting Units upon the first dosing of a patient in a clinical trial by the Company, provided, in each case, you continue to be employed by the Company at the time. Such awards are intended to be "profits interests" within the meaning of IRS Revenue Procedures 93-27 and 2001-43, that allow you to participate in distributions by the Company, but only to the extent such distributions exceed the fair market value of the Company as of the award date, as determined by the Board. The two additional awards will be subject to the same vesting schedule as described in Exhibit B hereto, commencing from the date of achievement of the applicable milestone.

(d) Sign-On Bonus. You will receive a one-time sign-on bonus of $100,000.00 promptly following your Start Date. If you resign from the Company without Good Reason (as defined below) during the first (1st) year following your Start Date, you will be obligated to repay the Company the total amount of such sign-on bonus within one (1) week of your termination date. If you resign from the Company without Good Reason during the second (2nd) year following your Start Date, you will be obligated to repay the Company an amount equal to fifty percent (50%) of such sign-on bonus within one (1) week of your termination date. To the maximum extent permitted by applicable law, you authorize the Company to deduct as a valid set-off, any unpaid compensation, accrued and unused vacation pay, unpaid performance bonus/incentive compensation, outstanding business expenses, and/or any other payments or compensation otherwise owed to you by the Company, against the amount of the sign-on bonus (if any) that you are obligated to repay to the Company pursuant to this Section 4(d).

(e) Roche Obligations. The Company will assume, promptly following your Start Date, any contractual liabilities owed by you to Roche in connection with your business school education, your leased apartment and your leased automobile that are incurred by you in connection with your resignation from Roche, up to a maximum of $250,000. In addition, the

Company will gross you up for all federal, state, local and foreign income tax liability you incur as a result of such assumption by the Company. The aggregate amount of any payments by the Company pursuant to this Section 4(e) will also be subject to the repayment terms pursuant to Section 4(d) should you resign from the Company within two (2) years.

(f) Relocation Expenses. The Company will reimburse you for reasonable out-of-pocket relocation expenses, up to a maximum of $[ ], incurred by you in connection with your relocation to the Cambridge, MA area, following submission of reasonably detailed receipts. In addition, the Company will provide you with (and pay for) a third-party relocation consultant to assist you with the move. The Company will gross you up for all federal, state, local and foreign income tax liability you incur as a result of such reimbursement by the Company.

(g) Other Expenses. You will be entitled to reimbursement for all ordinary and necessary out-of-pocket business expenses that are reasonably incurred by you in furtherance of the Company's business, following submission of reasonably detailed receipts.

(h) Payroll Deductions. All payments to you under this letter will be reduced by all applicable payroll deductions and withholdings.

5. Benefits. You will be entitled as an employee of the Company to receive such benefits as are generally provided to its employees and for which you are eligible in accordance with Company policy as in effect from time to time. The Company retains the right to change, add or terminate any particular benefit. You will be eligible for eleven (11) paid holidays and three (3) weeks of paid vacation per year.

6. Termination and Severance. Your employment may be terminated by you or the Company as follows:

(a) the Company may terminate your employment for "Cause" (as defined below) effectively immediately upon written notice to you, in which case you will not be entitled to receive any payment other than your unpaid earned compensation and accrued and unused vacation time through your date of separation;

(b) you may terminate your employment voluntarily other than for "Good Reason" (as defined below) upon at least thirty (30) days' prior written notice to the Company, in which case you will not be entitled to receive any payment other than your unpaid earned compensation and accrued and unused vacation time through your date of separation; and

(c) (i) the Company may terminate your employment other than for "Cause" upon at least thirty (30) days' prior written notice to you and (ii) you may you terminate your employment voluntarily for "Good Reason" upon at least thirty (30) days' prior written notice to the Company, in which case you will be entitled to receive as severance, subject to the succeeding sentence and Section 6(g), continued payment of your then-current Base Salary, payable in accordance with the Company's regular payroll cycle, until the earlier of (A) the end of six (6) months following your termination and (B) the date you become employed full time.

In addition, if the Company terminates your employment other than for "Cause", or you terminate your employment for "Good Reason", in either case within twelve (12) months following a "Change of Control" (as that term is defined in Exhibit B hereto), then the Company will pay you a bonus of twenty percent (20%) of your then-current base salary. Notwithstanding the foregoing, but subject to Section 6(g), the Company's obligations to make payments under this Section 6(c) are conditioned upon your execution and delivery of a fully effective and irrevocable separation agreement and general release of claims against the Company and its subsidiaries and affiliates in a form satisfactory to the Company within sixty (60) days after your termination of employment. If you fail to comply with the requirements of the preceding sentence, the Company will not have any obligation to provide the payments contemplated under this Section 6(c). Notwithstanding anything herein to the contrary, no payments under this Section 6(c) will be made until the first regular Company payroll date that occurs following the expiration of the sixty (60) day period described above (the "Release Payment Date"), with all payments delayed pursuant to this sentence being paid on the Release Payment Date to you in a lump sum, and any remaining payments due under this Section 6(c) being paid in accordance with the normal payment dates specified for them.

(d) For purposes of this letter, "Cause" means (i) your conviction of a felony, your plea of guilty or "no contest" to a felony, or your confession of guilt to a felony, in each case whether or not in connection with the performance of your duties to the Company, (ii) any act or omission by you which constitutes willful misconduct or negligence that results in loss, damage or injury to the Company or its prospects, including, but not limited to (A) disloyalty, dishonesty or a breach of fiduciary duty to the Company or its equity holders, (B) theft, fraud, embezzlement or other illegal conduct, or (C) disregard of a rule or policy of the Company, (iii) your failure, refusal or unwillingness to perform, to the reasonable satisfaction of the Board determined in good faith, any duty or responsibility assigned to you in connection with the performance of your duties hereunder, which failure of performance continues for a period of more than seven (7) days after written notice thereof has been provided to you by the Board, such notice to set forth in reasonable detail the nature of such failure of performance, or (iv) the material breach by you of any of the provisions of this letter, including specifically Exhibit A .

(e) For purposes of this letter, "Good Reason" means, in the context of your resignation from your employment position with the Company, a resignation that occurs within thirty (30) days following: (i) a change in the principal location at which you provide services to the Company beyond fifty (50) miles from Cambridge, MA; (ii) a reduction in your compensation or a material reduction in other benefits, except a reduction in connection with a general reduction in compensation or other benefits of all senior executives of the Company; (iii) a failure by the Company to continue you as Chief Medical Officer; or (iv) a material breach of this letter by the Company that has not been cured within ten (10) days after written notice thereof by you to the Company, such notice to set forth in reasonable detail the nature of such breach.

(f) In the event of your death or permanent disability (as defined below) while you are employed by the Company, your employment hereunder will immediately and automatically terminate and the Company will pay to you or your personal representative or designated beneficiary or, if no beneficiary has been designated by you, to your estate, any unpaid earned

compensation, pro-rated through the date of your death or permanent disability, together with any accrued and unused vacation time. For purposes of this letter, “permanent disability” means your inability, due to physical or mental illness or disease, to perform the functions then performed by you for ninety (90) days during any twelve (12) month period; provided that the foregoing definition does not include a disability for which the Company is required to provide reasonable accommodation pursuant to the Americans with Disabilities Act or other similar statute or regulation.

(g) Notwithstanding anything in this letter to the contrary:

(i) The parties agree that this letter will be interpreted to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations and guidance promulgated thereunder to the extent applicable (collectively “Section 409A”), and all provisions of this letter will be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. In no event whatsoever will the Company be liable for any additional tax, interest or penalties that may be imposed on you under Section 409A or any damages for failing to comply with Section 409A.

(ii) A termination of employment will not be deemed to have occurred for purposes of any provision of this letter providing for the payment of any amounts or benefits upon or following a termination of employment that are considered “nonqualified deferred compensation” under Code Section 409A unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this letter, references to a “termination”, “termination of employment”, or like terms will mean “separation from service”. If you are deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment that is considered nonqualified deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit will be made or provided at the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of your “separation from service”, and (B) the date of your death (as applicable, the “Delayed Payment Date”), and all payments and benefits delayed pursuant to this sentence (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) will be paid or reimbursed on the Delayed Payment Date to you (or your estate) in a lump sum, and any remaining payments and benefits due under Section 6(c) of this letter will be paid or provided in accordance with the normal payment dates specified for them.

(iii) With regard to any provision in this letter that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year will not affect the expenses eligible for reimbursement, or in-kind benefits to be provided,

in any other taxable year, provided that the foregoing clause (ii) will not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments will be made on or before the last day of your taxable year following the taxable year in which the expense occurred.

(iv) For purposes of Code Section 409A, your right to receive any installment payments pursuant to this letter will be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this letter may be paid within a specified period, the actual date of payment within the specified period will be within the sole discretion of the Company. You will not have any right to designate, directly or indirectly, the calendar year of any payment under this letter and any payment that may be made in two different calendar years shall be paid in the later year.

7. General.

(a) This letter, together with Exhibits A and B, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral.

(b) This letter will be governed by the law of the Commonwealth of Massachusetts.

(c) The Company's obligations under this letter are contingent upon approval of its terms by the Board. No provision in this letter may be amended unless such amendment is set forth in a writing that expressly refers to the provision of this letter that is being amended and that is signed by you and the Company. No waiver by any person of any breach of any condition or provision contained in this letter shall be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time. To be effective, any waiver must be set forth in a writing signed by the waiving person and must specifically refer to the condition(s) or provision(s) of this letter being waived.

(d) This letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same letter. Signatures delivered by facsimile (including, without limitation, by "pdf") shall be deemed effective for all purposes.

You may accept this offer of employment and the terms and conditions thereof by signing the enclosed additional copy of this letter, which execution will evidence your agreement with the terms and conditions set forth herein, and returning it to the Company.

This offer of employment will expire on November 20, 2015, unless accepted by you prior to such date.

Sincerely,

Solid GT, LLC

By: /s/ Ilan Ganot
Name: Ilan Ganot
Title: CEO

Accepted and Approved:

/s/ Jorge A. Quiroz

Print Name: Jorge A. Quiroz, M.D.

Date: November 18, 2015

EXHIBIT A

EMPLOYEE TERMS AND CONDITIONS

In consideration and as a condition of my employment and/or continued employment by Solid GT, LLC, a Delaware limited liability company (the "Company"), I hereby agree as follows:

1. Nondisclosure. I shall not at any time, whether during or after my employment, regardless of the reason for my termination, reveal to any person or entity any Confidential Information except to employees of the Company who need to know such Confidential Information for the purposes of their employment, or as otherwise authorized by the Company in writing. The term "Confidential Information" shall include, without limitation, any information and derivative information, in whatever form or medium, including oral information, concerning the organization, business, finances or personnel of the Company or of any third party which the Company is under an obligation to keep confidential or that is maintained by the Company as confidential. Such Confidential Information includes, but is not limited to, research and development activities performed by or on behalf of the Company, financial information about the Company or of any third party, personnel information, information regarding the business activities or personnel actions of the Company, and any confidential information or documents of third parties, including, but not limited to, business plans, projects, and proposals. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is publicly known and generally available in the public domain other than in consequence of improper action by any person; or (b) was acquired by me free and clear of any duty of confidentiality or restricted use and without improper action by the transferor of such information or any other person. I shall not use or attempt to use any Confidential Information except as may be required in the ordinary course of performing my duties as an employee of the Company, and I shall not use any Confidential Information in any manner that may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly.

2. Work-Made-for Hire.

   a) All right, title and interest in any and all writings, ideas, inventions, know-how, designs, improvements or other property created, adapted or improved by me (whether alone or in conjunction with any other person) during my employment which relate in any way to the assets, business or operations of the Company, constituting copyrights, patents, trademarks, service marks and related rights or other forms of proprietary rights or information (regardless of whether any such copyrights, patents, trademarks and service marks or other rights have or may be registered), and all material created during my employment that includes any of the foregoing (collectively, "Covered Material"), are hereby assigned to, and shall be owned by, the Company, and to the extent that they include copyrightable subject matter, shall be deemed works made for hire for the Company within the meaning of the United States Copyright Act of 1976 and for all other purposes.

b) The Company shall have the right to apply for and obtain registrations in the United States Copyright Office and the United States Patent and Trademark Office, in its own or its designee's name, of its rights in any or all of the Covered Material. If for any reason the rights in any Covered Material are registered, or applied to be registered, in my name, I shall assign in writing such application or registration to the Company and hereby authorize and appoint the Company its agent for the purpose of recording such assignment.

c) Whenever the Company shall so request, whether during or after my employment, I shall execute, acknowledge and deliver all applications, assignments or other instruments; make or cause to be made all rightful oaths; testify in all legal proceedings; communicate all known facts which relate to such works, copyrights, inventions, ideas, discoveries, designs and improvements; perform all lawful acts and otherwise render all such assistance as the Company may deem necessary to protect the Company's interest therein including any assistance which the Company shall deem necessary in connection with any proceeding or litigation involving the same. The Company shall reimburse me for all reasonable out-of-pocket costs, incurred by me in rendering any such assistance requested by the Company pursuant to this Section.

3. Non-hire of Employees and Consultants. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not (except on the Company's behalf), directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, employ, hire, retain, attempt to employ, hire or retain, or knowingly permit any company or business organization by which I am employed or which is directly or indirectly controlled by me to employ, hire or retain, any Company employee or consultant, or any such person whose employment or consultancy with the Company has terminated within six months prior to or after my departure from the Company.

4. Nonsolicitation of Employees and Consultants. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not (except on the Company's behalf), directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, in any manner seek to solicit or induce any Company employee or consultant, or any such person whose employment or consultancy with the Company has terminated within six months prior to or after my departure from the Company, to leave his or her employment or consultancy with the Company, or assist in the recruitment or hiring of any such person.

5. Nondisparagement. I shall not at any time, whether during or after the termination of my employment, regardless of the reason for my termination, make to any person or entity disparaging or otherwise detrimental comments of a business or personal nature relating to the Company or its personnel. The Company agrees that it shall not, and that it shall instruct its senior executives not to, at any time, whether during or after the termination of your employment, regardless of the reason for such termination, make to any person or entity disparaging or otherwise detrimental comments of a business or personal nature relating to me.

6. Company Property. I agree that during my employment I shall not make, use or permit to be used any Company Property otherwise than for the benefit of the Company. The term "Company Property" shall include all Confidential Information; the Company's records, files and data; all Company computers, cellular telephones, personal digital assistants, credit and/or calling cards, keys, access cards and the like; and all other documentation or materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs and any other Company property in my possession, custody or control. I further agree that I shall not, after the termination of my employment, regardless of the reason for my termination, use or permit others to use any such Company Property. I acknowledge and agree that all Company Property shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my employment I shall deliver all Company Property in my possession, and all copies thereof, to the Company.

7. Term of Employment. I understand and agree that my employment with the Company is on an "at will" basis and that either the Company or I may terminate my employment at any time, for any or no reason, on notice to the other party.

8. Representations.

   a. I represent that my employment with the Company and my performance of all of these terms and conditions do not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Company employment, nor will it violate any nonsolicitation and/or noncompetition agreements entered into prior to my Company employment. I have not entered into, and I shall not enter into, any agreement either written or oral in conflict herewith.

   b. I further agree that any breach of these terms and conditions by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

9. Waiver; Amendments. Any waiver by the Company of a breach of any provision of these terms and conditions shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof. In addition, any amendment to or modification of these terms and conditions or any waiver of any provision hereof must be in writing.

10. Severability. I agree that each provision and the subparts of each provision herein shall be treated as separate and independent clauses, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of these terms and conditions. Moreover, if one or more of the provisions contained in these terms and conditions shall for any reason be held to be excessively broad as to scope, activity, term, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of these terms and conditions shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

11. Survival. These terms and conditions shall be effective as of the date entered below. My obligations under these terms and conditions shall survive the termination of my employment regardless of the reason for or manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

12. Assignment. The Company shall have the right to assign these terms and conditions to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I may not assign these terms and conditions.

13. Governing Law. These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of Massachusetts, without giving effect to the principles of conflicts of laws of such state. The laws of the Commonwealth of Massachusetts shall govern any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under these terms and conditions).

IN WITNESS HEREOF, I have executed these terms and conditions as of the date first written below.

Signature: /s/ Jorge A. Quiroz
Name: Jorge A. Quiroz, M.D.
Date: November 18, 2015

Accepted and agreed to as of the date set forth above:

SOLID GT, LLC

By: /s/ Ilan Ganot
Chief Executive Officer

EXHIBIT B

CLASS C NON-VOTING UNIT RESTRICTION AGREEMENT

AGREEMENT, made as of the **[ ]** day of **[ ]**, 2015, by and between Solid GT, LLC, a Delaware limited liability company (the "Company"), and Jorge A. Quiroz, M.D. (the "Unitholder").

WHEREAS, the Unitholder is being issued an aggregate of 6,904 Class C Non-Voting Units of the Company (the "Units"), and all of such Units are designated as "profits interests" for purposes of the Second Amended and Restated Limited Liability Company Agreement of the Company, as the same may be amended from time to time (the "LLC Agreement"), and, accordingly, distributions in respect of the Units may be subject to limitations as provided in Section 8.1(c) of the LLC Agreement, as determined by its Board of Managers; and

WHEREAS, it is a condition to the issuance of the Units that this Agreement be executed by the parties hereto, and the parties are willing to execute this Agreement and to be bound by the provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth below, the parties hereby agree with each other as follows:

Forfeiture of Units. If the Unitholder shall for any reason, including, without limitation, death, disability or involuntary termination with or without cause, cease to be employed by the Company, the Unitholder shall forfeit all of his Units, other than any of such Units which become Vested Units, as defined below. "Vested Units" shall mean 1,726 Units on **[ ]**, 2016 **[insert one year anniversary date]**, and an additional 1,726 Units on each anniversary thereafter, provided that no additional Units shall become Vested Units after the date upon which the Unitholder ceases to be employed by the Company and in no event shall more than 6,904 Units become Vested Units. Notwithstanding the foregoing, if, within twelve (12) months following a Change of Control (as defined below), the Unitholder's employment is terminated by the Company without Cause (as defined in Section 6(a) of your employment letter), all of your Units shall become Vested Units. "Change in Control" shall mean the sale of all or substantially all of the outstanding equity, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a transaction in which all or substantially all of the individuals and entities who were beneficial owners of the equity of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the outstanding equity entitled to vote generally in the election of managers (or their equivalent) of the (i) resulting, surviving or acquiring company in such transaction in the case of a merger, consolidation or sale of outstanding equity, or (ii) acquiring company in the case of a sale of assets).

Entire Agreement and Amendments. This Agreement supersedes and replaces all prior agreements and understandings between the Company and the Unitholder with respect to the grant of equity in the Company to the Unitholder. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by a written agreement signed by the parties hereto.

Governing Law; Successors and Assigns. This Agreement shall be governed by the laws of the State of Delaware and shall be binding upon the heirs, personal representatives, executors, administrators and permitted assigns of the parties.

Captions. Captions are for convenience only and are not deemed to be part of this Agreement.

Continuation of Service. Nothing in this Agreement shall create an obligation on the Company to continue to have the Unitholder serve as an employee to the Company.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

LLC Agreement. Upon the execution of this Agreement, the Unitholder shall be deemed to have executed, and become a party to, the LLC Agreement and to have been admitted to the Company as a Class C Member.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

SOLID GT, LLC

By: /s/ Ilan Ganot
Chief Executive Officer

/s/ Jorge A. Quiroz
Jorge A. Quiroz

Exhibit 10.3

One Broadway, Cambridge, MA

November 6, 2015

Alvaro Amorrortu

Dear Alvaro,

I am pleased to provide you with the terms and conditions of your anticipated employment by Solid Biosciences, LLC (the "Company").

1. Position. Your initial position will be Senior VP of Operations of the Company, reporting to the Company's CEO, and you will be located initially in the Company's office at One Broadway, Cambridge, MA. In addition to performing duties and responsibilities associated with the position of Senior VP of Operations, from time to time the Company may assign you other duties and responsibilities consistent with such position. As a full-time employee of the Company, you will be expected to devote your full business time and energies to the business and affairs of the Company. Your performance will be reviewed formally after six months of employment and annually thereafter.

2. Starting Date. It is expected that your employment will start on November 30, 2015 (the date on which your employment starts being referred to herein as the "Start Date").

3. Compensation.

(a) Your initial salary will be at the rate of $25,000 per month, annualized at $300,000, and you will be paid on a semi-monthly basis at the rate of $12,500.

(b) The Company will pay you a signing bonus of $100,000 on your Start Date. If your employment with the Company ends for any reason prior to the first anniversary of the Start Date, you will be required to promptly repay to the Company the full amount of the signing bonus. To the maximum extent permitted by applicable law, you authorize the Company to deduct as a valid set-off, any unpaid compensation, accrued and unused vacation pay, unpaid performance bonus/incentive compensation, outstanding business expenses, and/or any other payments or compensation otherwise owed to you by the Company, against the amount of the signing bonus (if any) that you are obligated to repay to the Company pursuant to this Section 3(b).

(c) As an important hire of the Company, promptly following your Start Date you will be awarded at no cost to you, 171,000 Series A Common Units of the Company and 1,388 Class C Non-Voting Units of Solid GT, LLC ("Solid GT"). 25% of each award will vest on the first anniversary of the Start Date and an additional 2.084% of each award will vest on each monthly anniversary thereafter, provided you continue to be employed by the Company. In addition, you will be awarded 694 Class C Non-Voting Units of Solid GT upon filing by Solid GT of a valid IND with the US Food and Drug Administration, and an additional 694 Class C Non-Voting Units of Solid GT upon a qualified IPO or sale of the Company or Solid GT, provided, in each case, you continue to be employed by the Company at the time. These additional awards will be subject to the same vesting schedule as described above, commencing from the date of achievement of the applicable milestone. These awards are intended to be "profits interests" within the meaning of IRS Revenue Procedures 93-27 and 2001-43, that allow you to participate in distributions by the Company or Solid GT, as applicable, above a certain threshold amount determined by the board of managers of the relevant entity. Distributions in respect of your Units in the Company and Solid GT may be subject to limitations as provided in the limited liability company agreements of the Company and Solid GT. You will be required to execute and become a party to such limited liability company agreements at the time Units are awarded to you.

(d) You will have the opportunity to earn a bonus of up to twenty percent (20%) of your annual base salary per year, based on the achievement of or progress toward individual departmental and/or corporate objectives and goals, as determined by the Board of Managers of the Company (the "Board") in its sole discretion, provided that to be eligible for any such bonus, you must be employed by the Company in good standing at the time such bonus is awarded.

4. Benefits. You will be entitled as an employee of the Company to receive such benefits as are generally provided to its employees and for which you are eligible in accordance with Company policy as in effect from time to time. The Company retains the right to change, add or terminate any particular benefit. You will be eligible for 11 paid holidays and 3 weeks of paid vacation per year.

5. Termination and Severance. Your employment may be terminated by you or the Company as follows:

(a) the Company may terminate your employment for "Cause" (as defined below) upon written notice to you effectively immediately, in which case you will not be entitled to receive any payment other than your earned compensation and accrued and unused vacation time through your date of separation;

(b) you may terminate your employment voluntarily other than for "Good Reason" (as defined below) upon at least thirty (30) days' prior written notice to the Company, in which case you will not be entitled to receive any payment other than your earned compensation and accrued and unused vacation time through your date of separation; and

(c) (i) the Company may terminate your employment other than for "Cause" upon at least thirty (30) days' prior written notice to you and (ii) you may you terminate your employment voluntarily for "Good Reason" upon at least thirty (30) days' prior written notice to the Company, in which case you will be entitled to receive as severance, subject to the succeeding sentence and Section 6(g), continued payment of your then-current base salary, payable in accordance with the Company's regular payroll cycle, until the earlier of (A) the end of three (3) months following your termination and (B) the date you become employed full time. Notwithstanding the foregoing, but subject to Section 6(g), the Company's obligations to make payments under this Section 6(c) are conditioned upon your execution and delivery of a fully effective and irrevocable separation agreement and general release of claims against the Company and its subsidiaries and affiliates in a form satisfactory to the Company within sixty (60) days after your termination of employment. If you fail to comply with the requirements of the preceding sentence, the Company will not have any obligation to provide the payments contemplated under this Section 6(c). Notwithstanding anything herein to the contrary, no payments under this Section 6(c) will be made until the first regular Company payroll date that occurs following the expiration of the sixty (60) day period described above (the "Release Payment Date"), with all payments delayed pursuant to this sentence being paid on the Release Payment Date to you in a lump sum, and any remaining payments due under this Section 6(c) being paid in accordance with the normal payment dates specified for them.

(d) For purposes of this letter, "Cause" means (i) your conviction of a felony, your plea of guilty or "no contest" to a felony, or your confession of guilt to a felony, in each case whether or not in connection with the performance of your duties to the Company, (ii) any act or omission by you which constitutes willful misconduct or negligence that results in loss, damage or injury to the Company or its prospects, including, but not limited to (A) disloyalty, dishonesty or a breach of fiduciary duty to the Company or its shareholders, (B) theft, fraud, embezzlement or other illegal conduct, or (C) disregard of a rule or policy of the Company, (iii) your failure, refusal or unwillingness to perform, to the reasonable satisfaction of the Board determined in good faith, any duty or responsibility assigned to you in connection with the performance of your duties hereunder, which failure of performance continues for a period of more than seven (7) days after written notice thereof has been provided to you by the Board, such notice to set forth in reasonable detail the nature of such failure of performance, or (iv) the material breach by you of any of the provisions of this letter, including specifically Exhibit A.

(e) For purposes of this letter, "Good Reason" means, in the context of your resignation from your employment position with the Company, a resignation that occurs within thirty (30) days following: (i) a change in the principal location at which you provide services to the Company beyond fifty (50) miles from Cambridge, MA; (ii) a reduction in your compensation or a material reduction in other benefits, except such a reduction in connection with a general reduction in compensation or other benefits of all senior executives of the Company; or (iii) a

material breach of this letter by the Company that has not been cured within ten (10) days after written notice thereof by you to the Company, which notice sets forth in reasonable detail the nature of such breach.

(f) In the event of your death or permanent disability (as defined below) while you are employed by the Company, your employment hereunder shall immediately and automatically terminate and the Company shall pay to you or your personal representative or designated beneficiary or, if no beneficiary has been designated by you, to your estate, any earned and unpaid base salary, pro-rated through the date of your death or permanent disability. For purposes of this letter, "permanent disability" shall mean your inability, due to physical or mental illness or disease, to perform the functions then performed by you for ninety (90) days during any twelve (12) month period; provided that the foregoing definition shall not include a disability for which the Company is required to provide reasonable accommodation pursuant to the Americans with Disabilities Act or other similar statute or regulation.

(g) Notwithstanding anything in this Agreement to the contrary:

(i) The parties agree that this Agreement will be interpreted to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and guidance promulgated thereunder to the extent applicable (collectively "Section 409A"), and all provisions of this Agreement will be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. In no event whatsoever will the Company be liable for any additional tax, interest or penalties that may be imposed on you under Section 409A or any damages for failing to comply with Section 409A.

(ii) A termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered "nonqualified deferred compensation" under Code Section 409A unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination", "termination of employment", or like terms will mean "separation from service". If you are deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment that is considered nonqualified deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit will be made or provided at the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of your "separation from service", and (B) the date of your death (as applicable, the "Delayed Payment Date"), and all payments and benefits delayed pursuant to this sentence (whether they would have otherwise been payable in a single

sum or in installments in the absence of such delay) will be paid or reimbursed on the Delayed Payment Date to you (or your estate) in a lump sum, and any remaining payments and benefits due under Section 6(c) of this Agreement will be paid or provided in accordance with the normal payment dates specified for them.

(iii) With regard to any provision in this Agreement that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year will not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) will not be violated with regard to expenses reimbursed under any arrangement covered by Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments will be made on or before the last day of your taxable year following the taxable year in which the expense occurred.

(iv) For purposes of Code Section 409A, your right to receive any installment payments pursuant to this Agreement will be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period will be within the sole discretion of the Company.

(h) Payroll Deductions. All payments to you under this Agreement will be reduced by all applicable payroll deductions and withholdings.

6. General.

(a) This letter, together with Exhibits A, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral.

(b) This letter shall be governed by the law of the Commonwealth of Massachusetts.

(c) The Company's obligations under this letter are contingent upon approval of its terms by the Board and the board of managers of Solid GT.

You may accept this offer of employment and the terms and conditions thereof by signing the enclosed additional copy of this letter, which execution will evidence your agreement with the terms and conditions set forth herein and therein, and returning them to the Company.

This offer of employment will expire on November 6, 2015, unless accepted by you prior to such date.

Sincerely,

Solid Biosciences, LLC

By: /s/ Ilan Ganot
Name: Ilan Ganot
Title: CEO

Accepted and Approved:

/s/ Alvaro Amorrortu
Print Name: Alvaro Amorrortu

11/8/15
Date

EXHIBIT A

EMPLOYEE TERMS AND CONDITIONS

In consideration and as a condition of my employment and/or continued employment by Solid Biosciences, LLC, a Delaware limited liability company (the "Company"), I hereby agree as follows:

1. Nondisclosure. I shall not at any time, whether during or after my employment, regardless of the reason for my termination, reveal to any person or entity any Confidential Information except to employees of the Company who need to know such Confidential Information for the purposes of their employment, or as otherwise authorized by the Company in writing. The term "Confidential Information" shall include, without limitation, any information and derivative information, in whatever form or medium, including oral information, concerning the organization, business, finances or personnel of the Company or of any third party which the Company is under an obligation to keep confidential or that is maintained by the Company as confidential. Such Confidential Information includes, but is not limited to, research and development activities performed by or on behalf of the Company, financial information about the Company or of any third party, personnel information, information regarding the business activities or personnel actions of the Company, and any confidential information or documents of third parties, including, but not limited to, business plans, projects, and proposals. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is publicly known and generally available in the public domain other than in consequence of improper action by any person; or (b) was acquired by me free and clear of any duty of confidentiality or restricted use and without improper action by the transferor of such information or any other person. I shall not use or attempt to use any Confidential Information except as may be required in the ordinary course of performing my duties as an employee of the Company, and I shall not use any Confidential Information in any manner that may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly.

2. Work-Made-for Hire.

   a) All right, title and interest in any and all writings, ideas, inventions, know-how, designs, improvements or other property created, adapted or improved by me (whether alone or in conjunction with any other person) during my employment which relate in any way to the assets, business or operations of the Company, constituting copyrights, patents, trademarks, service marks and related rights or other forms of proprietary rights or information (regardless of whether any such copyrights, patents, trademarks and service marks or other rights have or may be registered), and all material created during my employment that includes any of the foregoing (collectively, "Covered Material"), are hereby assigned to, and shall be owned by, the Company, and to the extent that they include copyrightable subject matter, shall be deemed works made for hire for the Company within the meaning of the United States Copyright Act of 1976 and for all other purposes.

b) The Company shall have the right to apply for and obtain registrations in the United States Copyright Office and the United States Patent and Trademark Office, in its own or its designee's name, of its rights in any or all of the Covered Material. If for any reason the rights in any Covered Material are registered, or applied to be registered, in my name, I shall assign in writing such application or registration to the Company and hereby authorize and appoint the Company its agent for the purpose of recording such assignment.

c) Whenever the Company shall so request, whether during or after my employment, I shall execute, acknowledge and deliver all applications, assignments or other instruments; make or cause to be made all rightful oaths; testify in all legal proceedings; communicate all known facts which relate to such works, copyrights, inventions, ideas, discoveries, designs and improvements; perform all lawful acts and otherwise render all such assistance as the Company may deem necessary to protect the Company's interest therein including any assistance which the Company shall deem necessary in connection with any proceeding or litigation involving the same. The Company shall reimburse me for all reasonable out-of-pocket costs, incurred by me in rendering any such assistance requested by the Company pursuant to this Section.

3. Non-hire of Employees and Consultants. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not (except on the Company's behalf), directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, employ, hire, retain, attempt to employ, hire or retain, or knowingly permit any company or business organization by which I am employed or which is directly or indirectly controlled by me to employ, hire or retain, any Company employee or consultant, or any such person whose employment or consultancy with the Company has terminated within six months prior to or after my departure from the Company.

4. Nonsolicitation of Employees and Consultants. During my employment and the one year period following the termination of my employment, regardless of the reason for my termination, I will not (except on the Company's behalf), directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, in any manner seek to solicit or induce any Company employee or consultant, or any such person whose employment or consultancy with the Company has terminated within six months prior to or after my departure from the Company, to leave his or her employment or consultancy with the Company, or assist in the recruitment or hiring of any such person.

5. Nondisparagement. I shall not at any time, whether during or after the termination of my employment, regardless of the reason for my termination, make to any person or entity disparaging, critical or otherwise detrimental comments of a business or personal nature relating to the Company or its personnel.

6. Company Property. I agree that during my employment I shall not make, use or permit to be used any Company Property otherwise than for the benefit of the Company. The term "Company Property" shall include all Confidential Information; the Company's records, files and data; all Company computers, cellular telephones, personal digital assistants, credit and/or calling cards, keys, access cards and the like; and all other documentation or materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs and any other Company property in my possession, custody or control. I further agree that I shall not, after the termination of my employment, regardless of the reason for my termination, use or permit others to use any such Company Property. I acknowledge and agree that all Company Property shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my employment I shall deliver all Company Property in my possession, and all copies thereof, to the Company.

7. Term of Employment. I understand and agree that my employment with the Company is on an "at will" basis and that either the Company or I may terminate my employment at any time, for any or no reason, on notice to the other party.

8. Representations.

   a. I represent that my employment with the Company and my performance of all of these terms and conditions do not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Company employment, nor will it violate any nonsolicitation and/or noncompetition agreements entered into prior to my Company employment. I have not entered into, and I shall not enter into, any agreement either written or oral in conflict herewith.

   b. I further agree that any breach of these terms and conditions by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

9. Waiver; Amendments. Any waiver by the Company of a breach of any provision of these terms and conditions shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof. In addition, any amendment to or modification of these terms and conditions or any waiver of any provision hereof must be in writing.

10. Severability. I agree that each provision and the subparts of each provision herein shall be treated as separate and independent clauses, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of these terms and conditions. Moreover, if one or more of the provisions contained in these terms and conditions shall for any reason be held to be excessively broad as to scope, activity, term, subject or otherwise so as to be unenforceable at law, such provision or provisions shall

be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of these terms and conditions shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

11. Survival. These terms and conditions shall be effective as of the date entered below. My obligations under these terms and conditions shall survive the termination of my employment regardless of the reason for or manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

12. Assignment. The Company shall have the right to assign these terms and conditions to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I may not assign these terms and conditions.

13. Governing Law. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Delaware and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of Delaware, without giving effect to the principles of conflicts of laws of such state. The laws of the State of Delaware shall govern any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under these terms and conditions).

IN WITNESS HEREOF, I have executed these terms and conditions as of the date first written below.

Signature: /s/ Alvaro Amorrotu
Name: Alvaro Amorrotu
Date: 11/8/15

Accepted and agreed to as of the date set forth above:

SOLID BIOSCIENCES, LLC

By: /s/ Ilan Ganot
Chief Executive Officer

Exhibit 10.5

SOLID BIOSCIENCES, LLC

AMENDED AND RESTATED EQUITY INCENTIVE PLAN

(Effective as of March 29, 2017)

1. **ESTABLISHMENT AND TERM OF PLAN.**

1.1 **Establishment.** The Solid Ventures, LLC Equity Incentive Plan (the "***Original Plan***") was established effective as of January 1, 2014. The Original Plan is hereby amended and restated in its entirety effective as of March 29, 2017. The Original Plan, as so amended and restated, shall be known as the "Solid Biosciences, LLC Amended and Restated Equity Incentive Plan" (the "***Plan***").

1.2 **Term of Plan.** The Plan shall continue in effect until the earlier of its termination by the Board or the date on which all of the Units available for issuance under the Plan have been issued and all forfeiture restrictions on such Units under the terms of the Plan and the Unit Restriction Agreements have lapsed.

2. **DEFINITIONS AND CONSTRUCTION.**

2.1 **Definitions.** Whenever used herein, the following terms shall have their respective meanings set forth below:

(a) "***Board***" means the Board of Managers of the Company.

(b) "***Company***" means Solid Biosciences, LLC, a Delaware limited liability company, or any successor thereto.

(c) "***Grant***" means a grant of Units under the Plan.

(d) "***Grantee***" means a person who has been granted Units under the Plan.

(e) "***Unit Restriction Agreement***" means a written agreement between the Company and a Grantee setting forth the terms, conditions and restrictions of the Units granted to the Grantee.

(f) "***Units***" means the Series D Common Units of the Company.

2.2 **Construction**. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

3. **ADMINISTRATION.**

3.1 **Administration by the Board.** The Plan shall be administered by the Board. All questions of interpretation of the Plan or of any Grant shall be determined by the Board, and such determinations shall be final and binding upon all persons having an interest in the Plan or such Grant.

3.2 **Powers of the Board.** In addition to any other powers set forth in the Plan and subject to the provisions of the Plan, the Board shall have the full and final power and authority, in its discretion:

(a) to determine the persons to whom, and the time or times at which, Grants shall be made and the number of Units to be subject to each Grant;

(b) to determine the terms, conditions and restrictions applicable to each Grant (which need not be identical) and any Units acquired pursuant thereto, including, without limitation, (i) the vesting of any Units (ii) the effect of the Grantee's termination of service with the Company, and (iii) all other terms, conditions and restrictions applicable to the Grant not inconsistent with the terms of the Plan;

(c) to approve one or more forms of Unit Restriction Agreement; and

(d) to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Unit Restriction Agreement and to make all other determinations and take such other actions with respect to the Plan or any Grant as the Board may deem advisable to the extent consistent with the Plan and applicable law.

4. **UNITS SUBJECT TO PLAN.**

The maximum aggregate number of Units that may be issued under the Plan shall be 2,971,949. If Units are acquired under the Plan subject to forfeiture and are forfeited back to the Company, the forfeited Units shall again be available for issuance under the Plan. For the avoidance of doubt, the maximum aggregate number of Units issuable under the Plan includes Units granted under the Original Plan which are outstanding as of March 29, 2017, and Units which are subject to contingent grants as of that date, including Units issued to former Class C members of Solid GT, LLC upon the merger of that entity into the Company.

5. **ELIGIBILITY LIMITATIONS.**

Grants may only be made to employees, consultants and other service providers to the Company.

6. **TERMS AND CONDITIONS OF GRANTS.**

Grants shall be evidenced by Unit Restriction Agreements specifying the number of Units covered thereby. No Grant shall be a valid and binding obligation of the Company unless evidenced by a fully-executed Unit Restriction Agreement. Unit Restriction Agreements may incorporate all or any of the terms of the Plan by reference and Units issued under the Plan may be subject to forfeiture as determined by the Board in its discretion at the time the Grant is made.

7. **COMPLIANCE WITH SECURITIES LAW.**

Each Grant and the issuance of Units shall be subject to compliance with all applicable requirements of federal, state and foreign law with respect to such securities.

8. **TERMINATION OR AMENDMENT OF PLAN.**

The Board may terminate or amend the Plan at any time, subject to such approvals by the members of the Company as may be required.

9. **GOVERNING LAW.**

The validity, construction and effect of the Plan and of any rules, regulations, determinations or decisions made by the Board relating to the Plan and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Delaware, without regard to its conflict of laws principles.

Exhibit 10.9

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Amended and Restated Registration Rights Agreement (this "Agreement") dated as of March 29, 2017, is made by and among Solid Biosciences, LLC, a Delaware limited liability company ("Solid"), and the persons listed on Schedule A (each, an "Investor").

RECITALS

WHEREAS, certain of the Investors (the "Solid Existing Investors") hold Preferred Units and/or Series A Common Units of Solid and possess certain rights pursuant to a Registration Rights Agreement dated as of December 27, 2013, among Solid (under its former name, Solid Ventures, LLC) and such Investors (the "Solid Prior Agreement"); and

WHEREAS, certain of the Investors (the "GT Existing Investors") hold Class A Voting Units, Class B Non-Voting Units and/or Class D Voting Units of Solid GT, LLC, a Delaware limited liability company ("GT"), and possess certain rights pursuant to Section 11.1(c) of the Second Amended and Restated Limited Liability Company Agreement of GT dated as of November 2, 2015, between GT and such Investors (the "GT Prior Rights"); and

WHEREAS, GT is being merged with and into Solid; and

WHEREAS, the Solid Existing Investors are holders of a majority of the voting power of the Registrable Securities (as defined in the Solid Prior Agreement) of Solid, and desire to amend and restate the Solid Prior Agreement in its entirety and to accept the rights and obligations created pursuant to this Agreement in lieu of the rights and obligations of the Solid Existing Investors under the Solid Prior Agreement; and

WHEREAS, the GT Existing Investors and certain of the other parties to this Agreement have the right to terminate the GT Prior Rights and replace them with rights and obligations pursuant to this Agreement; and

WHEREAS, certain of the Investors are parties to that certain Senior Preferred Units Purchase Agreement of even date herewith between Solid and such Investors, under which certain of Solid's and such Investors' obligations are conditioned upon the execution and delivery of this Agreement by such Investors, certain Solid Existing Investors, certain GT Existing Investors and Solid;

NOW, THEREFORE, the Solid Existing Investors hereby agree that the Solid Prior Agreement shall be amended and restated, the GT Existing Investors hereby agree that the GT Prior Rights shall be terminated, and the parties to this Agreement further agree as follows:

1. REGISTRATION RIGHTS. Solid and the Investors covenant and agree as follows:

Definitions. The following terms shall have the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Commission" shall mean the Securities and Exchange Commission or any other federal agency then administering the Securities Act and other federal securities laws.

"Common Shares" shall mean the shares of the common stock of the Company owned by the Investors.

"Company" shall mean any corporation into which Solid converts.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Form S-3" shall mean such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the Commission which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the Commission.

"Holders" shall mean any Person owning or having the right to acquire Registrable Securities, or any assignee thereof in accordance with Section 1.9.

"Investors" shall have the meaning set forth in the first paragraph of this Agreement.

"Person" shall mean an individual, partnership, limited liability company, corporation, joint venture, association, trust or any other entity or organization.

"Prospectus" shall mean the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus.

"Qualified IPO" shall mean the first registration statement for an underwritten public offering of common stock of the Company pursuant to Section 1.1(b), (i) at a price per share of common stock of not less than twenty dollars ($20.00) (appropriately adjusted for splits, dividends, combinations, recapitalizations and the like), and (ii) with respect to which the Company receives aggregate gross proceeds attributable to sales for the account of the Company of not less than twenty million dollars ($20 million).

"Registrable Securities" shall mean (1) any Common Shares now or hereafter owned by the Investors, (2) any Common Shares issuable or issued upon conversion or exercise of any option, warrant, right or other security now or hereafter owned by the Investors, and (3) any Common Shares issued as (or issuable upon the conversion or exercise of any option, warrant, right or other security which is issued as) a distribution with respect to, or in exchange for or in replacement of, or upon conversion of, such Common Shares, options, warrants, rights or other securities; provided, however, that any Common Shares sold by a Person in a transaction in which such Person's rights under this Agreement are not assigned pursuant to the terms of this Agreement shall cease to be Registrable Securities from and after the time of such sale; and provided, further, that any Common Shares which may be resold by a Holder pursuant to Rule 144 promulgated by the Commission under the Securities Act shall cease to be Registrable Securities from and after the time of the availability of Rule 144 for such resale provided such Holder owns less than one percent (1%) of the outstanding Common Shares.

"Registration Statement" shall mean any registration statement of the Company which covers any of the Registrable Securities, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Violation" shall mean any of the following statements, omissions or violations: (1) any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, including any documents filed under state securities or "blue sky" laws in connection therewith, (2) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (3) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated thereunder.

1.1 DEMAND REGISTRATION. Subject to the restrictions of this Section 1.1, at any time after the earlier of thirty-six (36) months after the date of this Agreement or one hundred eighty (180) days following the effective date of a Qualified IPO, Investors holding not less than twenty percent (20%) of the then outstanding Registrable Securities shall have the right, by written notice to the Company, to request that the Company register the Registrable Securities under the Securities Act. The Company shall, within ten (10) days of the receipt of such notice, give written notice of such request to all Holders and shall, subject to the limitations of Section 1.1(b) below, use its best efforts to effect as soon as practicable the registration under the Securities Act of all Registrable Securities which the Holders request to be registered within twenty (20) days of the mailing of such notice by the Company. Any registration of Registrable Securities pursuant to a Registration Statement in accordance with this Section 1.1 is sometimes referred to herein as a "Demand Registration."

(a) If the Holder(s) requesting the registration ("Initiating Holders") intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 1.1 and the Company shall include such information in the written notice referred to in Section 1.1(a). In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. The managing underwriter or underwriters in such underwriting shall be selected by the Initiating Holders, subject to the approval of the Company (such approval not to be unreasonably withheld) and prior written acceptance of such underwriter or underwriters by the Initiating Holders. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter

or underwriters so selected; provided, however, that no such Holder shall be required to make any representations or warranties except as they relate to such Holder's ownership of Registrable Securities and authority to enter into the underwriting agreement and to such Holder's intended method of distribution, and the liability of such Holder shall be limited to an amount equal to net proceeds from the offering received by such Holder. Notwithstanding any other provision of this Section 1.1, if the underwriter advises the Company or the Initiating Holders in writing that marketing factors require a limitation of the number of securities underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among all Holders thereof, including the Initiating Holders, in proportion (as nearly as practicable) to the amount of Registrable Securities being sold in the underwriting by each such Holder; provided, however, that no securities other than Registrable Securities shall be covered by such registration.

(b) Holders of Registrable Securities shall be entitled to an aggregate of only two (2) Demand Registrations under this Agreement; provided, however, that the Company shall be obligated to effect as many registrations as may be requested by the Holders in the event and so long as a registration pursuant to Form S-3 or any similar "short-form" registration statement is available, provided that (i) such request must cover Registrable Securities which, together with other securities of the Company entitled to inclusion in such registration, are proposed to be sold at an aggregate price to the public of not less than two million dollars ($2,000,000), and (ii) the Company shall not be obligated to effect any such registration until the next calendar year if the Company has effected two (2) registrations on Form S-3 (or its then equivalent) pursuant to this Section 1.1(b) in a calendar year.

(c) A registration will not count as a Demand Registration until the related Registration Statement has been declared effective by the Commission. The Registration Statement relating to the Demand Registration shall remain effective for up to six (6) months. In any registration initiated as a Demand Registration, the Company will pay all Registration Expenses (as defined in Section 1.6 hereof) in connection therewith, whether or not it becomes effective; provided that if the Holders of a majority of the Registrable Securities covered by a Registration Statement which has been filed (or which the Company notifies such Holders it is prepared to file within five days) but not yet become effective shall cause or request the Company to withdraw (or cease the preparation of) any such Registration Statement, the Holders of a majority of the Registrable Securities covered by such Registration Statement may thereafter request the Company to reinstate (or recommence preparation of) such Registration Statement, if permitted under the Securities Act, or to file another Demand Registration, in accordance with the procedures set forth herein, only upon agreeing in writing to reimburse the Company for all Registration Expenses over and above those Registration Expenses which the Company would not have incurred had such initial Demand Registration not been withdrawn.

(d) The Company shall not be required to undergo or pay for any special audit to effect any Registration Statement under this Section 1.1, and if such a special audit would be required in order to file or effect a registration hereunder, the Company shall be entitled to delay the filing or effectiveness of such Registration Statement until a reasonable period of time following the completion of an audit in the ordinary course of the Company's activities.

(e) The Company shall be entitled to postpone for a reasonable period of time, but not in excess of ninety (90) calendar days after receipt of the request from the Initiating Holders, filing of any Registration Statement otherwise required to be prepared and filed by it if the Company, at the time it receives a request for registration, reasonably and in good faith believes that it would be materially disadvantageous to the Company for such filing to be made at the time requested; provided, however, that the Company will not utilize this right more than once in any twelve (12) month period.

(f) The Company shall not be obligated to file a Registration Statement during (i) the period ending one hundred eighty (180) days after the effective date of the Company's initial Registration Statement, or (ii) the ninety (90)-day period following the effectiveness of any other Registration Statement filed by the Company in connection with an underwritten offering of its securities.

1.2 PIGGYBACK REGISTRATION. If the Company proposes to register (including for this purpose a registration effected by the Company for Persons other than the Holders) any of its equity securities under the Securities Act in connection with the public offering of such securities solely for cash (other than a registration on Form S-8 relating solely to the sale of securities to participants in a Company stock plan or to other compensatory arrangements to the extent includable on Form S-8, or a registration on Form S-4), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after mailing of such notice by the Company, the Company shall, subject to the provisions of this Section 1, use its best efforts to cause to be registered under the Securities Act all of the Registrable Securities that each such Holder has requested to be registered. Notwithstanding any other provision of this Section 1.2, if the underwriter advises the Company in writing that, in the good faith judgment of the underwriter, marketing factors require a limitation of the number of securities underwritten, then (i) the Company shall so advise all Holders of Registrable Securities which would otherwise be underwritten pursuant hereto, (ii) the number of shares that may be included in the underwriting shall be allocated first to the Company and second to such Holders, and (iii) the aggregate number of Registrable Securities held by the Holders that may be included in the underwriting shall be allocated (as nearly as practicable) among all requesting Holders thereof under this Agreement in proportion to the amount of Registrable Securities sought to be sold by each such Holder. The Company shall have no obligation under this Section 1.2 to make any offering of its securities, or to complete an offering of its securities that it proposes to make, and shall incur no liability to any Holder for its failure to do so (except for the payment of Registration Expenses in connection with any registration, whether or not completed).

1.3 OBLIGATIONS OF THE COMPANY. Whenever required under this Agreement to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its best efforts to cause such Registration Statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities being registered thereunder, keep such Registration Statement effective for up to six (6) months or until the Holders have completed the distribution referred to in such

Registration Statement, whichever occurs first (but in any event for at least any period required under the Securities Act); provided that before filing such Registration Statement or any amendments thereto, the Company will furnish to the Holders copies of all such documents proposed to be filed.

(b) Prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection with such Registration Statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement.

(c) Furnish to the Holders such number of copies of such Registration Statement and of each amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus included in such Registration Statement (including each preliminary prospectus and any summary prospectus) and any other Prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as Holders may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Use diligent efforts to register and qualify the securities covered by such Registration Statement and under such other securities or "blue sky" laws of such states or jurisdictions as shall be reasonably requested by the Holders; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) Use diligent efforts to cause all Registrable Securities covered by such Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the Company's business or operations to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities.

(f) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering.

(g) Notify each Holder of Registrable Securities covered by such Registration Statement at any time when a Prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(h) Notify each Holder of Registrable Securities covered by such Registration Statement and such Holder's underwriters, if any, and confirm such advice in writing: (1) when the Registration Statement has become effective, (2) when any post-effective amendment to the Registration Statement becomes effective, and (3) of any request by the Commission for any amendment or supplement to the Registration Statement or Prospectus or for additional information.

(i) Notify each Holder of Registrable Securities if at any time the Commission should institute or threaten to institute any proceedings for the purpose of issuing, or should issue, a stop order suspending the effectiveness of the Registration Statement. Upon the occurrence of any of the events mentioned in the preceding sentence, the Company will use diligent efforts to prevent the issuance of any such stop order or to obtain the withdrawal thereof as soon as possible. The Company will advise each Holder of Registrable Securities promptly of any order or communication of any public board or body addressed to the Company suspending or threatening to suspend the qualification of any Registrable Securities for sale in any jurisdiction.

(j) Furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Agreement, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this Agreement, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the Registration Statement with respect to such securities becomes effective, an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

(k) As soon as practicable after the effective date of the Registration Statement, and in any event within sixteen (16) months thereafter, have "made generally available to its security holders" (within the meaning of Rule 158 under the Securities Act) an earnings statement (which need not be audited) covering a period of at least twelve (12) months beginning after the effective date of the Registration Statement and otherwise complying with Section 11(a) of the Securities Act.

1.4 OBLIGATIONS AND OTHER AGREEMENTS OF THE HOLDERS.

(a) The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding the distribution of such securities as the Company may from time to time reasonably request in writing.

(b) Each Holder of Registrable Securities agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Sections 1.3(b), 1.3(g), 1.3(h) or 1.3(i), such Holder will forthwith discontinue disposition of the Registrable Securities until such Holder's receipt of copies of the supplemented or amended Prospectus or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the Prospectus, and, if so directed by the Company, such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the Prospectus current at the time of receipt of such notice.

1.5 FURNISH INFORMATION. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Holder's Registrable Securities.

1.6 EXPENSES OF REGISTRATION. (a) Subject to Section 1.1(c), all expenses incident to the Company's performance of or compliance with the provisions of this Section 1, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or "blue sky" laws, printing expenses and reasonable fees and disbursements of counsel for the Company and for the sellers of the Registrable Securities (subject to the provisions of Section 1.6(b) hereof) and of all independent certified public accountants of the Company, securities acts liability insurance if the Company so desires and fees and expenses of other Persons retained by the Company (all such expenses being herein called "Registration Expenses") will be borne by the Company, regardless of whether the Registration Statement becomes effective.

(b) In connection with each registration pursuant to this Agreement, the Company will reimburse the Holders of Registrable Securities being registered in such registration for the reasonable fees and disbursements of not more than one counsel chosen by the Holders of a majority of the Registrable Securities being registered.

1.7 INDEMNIFICATION.

(a) INDEMNIFICATION BY THE COMPANY. The Company agrees to indemnify and hold harmless each Holder, its heirs, personal representatives and assigns, and each of such Holder's partners, stockholders, members, officers, directors, employees and affiliates, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, relate to or are based upon a Violation; and the Company will pay to each such indemnified party, as incurred, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 1.7(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case to a particular indemnified party for any such loss, claim, damage, liability or action to the extent that it arises out of, relates to or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such indemnified party.

(b) INDEMNIFICATION BY HOLDERS. Each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, each of its partners' directors, officers, employees and affiliates, each officer and manager of each subsidiary or Affiliate of the Company, each of its officers who has signed the Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter, any other holder of securities being sold pursuant to such Registration Statement and any controlling Person of any such underwriter or other Holder, against any losses, claims, damages or liabilities

(joint or several) to which any of the foregoing Persons may become subject under the Securities Act, the Exchange Act or other federal or state law or regulation promulgated thereunder, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder, severally and not jointly, will pay, as incurred, any legal or other expenses reasonably incurred by any Person entitled to be indemnified pursuant to this Section 1.7(b), in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this Section 1.7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld); and provided further, that, in no event shall the liability of any Holder under this Section 1.7(b) exceed the net proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 1.7 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.7, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties, provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the indemnified party under this Section 1.7 except to the extent that the indemnifying party is materially prejudiced thereby; and such failure to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.7.

(d) The obligations of the Company and Holders under this Section 1.7 shall survive the completion of any offering of Registrable Securities in a registration statement under this Agreement, and otherwise.

(e) Any indemnity agreements contained herein shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract and shall remain operative and in full force and effect regardless of any investigation made or omitted by or on behalf of any indemnified party.

(f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in an underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions of the underwriting agreement shall control.

(g) If the indemnification provided for in this Section 1.7 is required by its terms but is for any reason held to be unavailable or otherwise insufficient to hold harmless an indemnified party in respect of any loss, claim, damage or liability referred to herein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities or expenses (1) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party on the one hand and the indemnified party on the other or (2) if the allocation provided by clause (1) above is not permitted by applicable law or provides a lesser sum to the indemnified party than the amount hereafter calculated, in such proportion as is appropriate to reflect not only the relative benefits received by the indemnifying party and the indemnified party, but also the relative fault of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything to the contrary in this Section 1.7, no Holder shall be required, pursuant to this Section 1.7, to contribute any amount in excess of the net proceeds received by such Holder from the sale of Registrable Securities in the offering to which the losses, claims, damages, liabilities or expenses of the indemnified party relate.

1.8 REPORTS UNDER THE EXCHANGE ACT. With a view to making available to the Holders the benefits of Rule 144 under the Securities Act and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) Use diligent efforts to make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times;

(b) Take such action as is necessary to enable the Holders to utilize Form S-3 for the sale of their Registrable Securities;

(c) Use diligent efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(d) Furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (1) a written statement by the Company that it has complied with the reporting requirements of Rule 144 under the Securities Act (at any time after ninety (90) days after the effective date of the initial registration statement filed by the Company) or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time it so qualifies), (2) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (3) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission which permits the selling of any such securities without registration or pursuant to such form.

1.9 ASSIGNMENT OF REGISTRATION RIGHTS. The rights to cause the Company to register Registrable Securities pursuant to this Agreement may be assigned in whole or in part by a Holder to one or more transferees or assignees who acquire (i) not less than 10% of all Registrable Securities held by the Holder as of the date hereof and (ii) not less than 5% of the then outstanding Registrable Securities; provided that such transferee or assignee delivers to the Company a written instrument by which such assignee agrees to be bound by the obligations imposed on Holders under this Agreement to the same extent as if such transferee or assignee was a party hereto. Any assignment of rights under this Section 1.9 shall only be effective provided that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the same and address of such transferee or assignee; and (y) such transferee or assignee agrees in writing to be bound by and subject to the conditions of this Agreement. Except as specifically set forth in this Section 1.9, neither this Agreement nor any Holder's rights or privileges under this Agreement can be assigned or transferred in whole or in part.

1.10 LIMITATIONS ON SUBSEQUENT REGISTRATION RIGHTS; EXISTING REGISTRATION RIGHTS. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company which would allow such holder or prospective holder (1) to include such securities in any registration filed under this Agreement, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such holder's securities will not reduce the amount of the Registrable Securities of the Holders which is included or (2) to require a registration of shares of the Company's common stock under the Securities Act. The Company represents and warrants to the Holders that there are no registration rights relating to securities of the Company as of the date hereof, other than the registration rights which are granted to the Holders pursuant to this Agreement.

1.11 "MARKET STAND-OFF" AGREEMENT. Each Holder hereby agrees that, during the fourteen (14) day period prior to, and during the one hundred eighty (180) day period following the effective date of an IPO, it shall not, to the extent requested by the Company and the underwriter, sell or otherwise transfer or dispose of (other than to donees, affiliates or partners who agree to be similarly bound) any Registrable Securities except Registrable Securities included in such registration; provided, however, that all officers and directors of the Company and all other Persons (a) with registration rights (whether or not pursuant to this Agreement), or (b) who own five percent (5%) or more of the outstanding Common Stock of the Company, enter into similar agreements. For the avoidance of doubt, this Section 1.11 shall not apply to any Common Shares purchased by a Holder in the IPO or on the open securities markets or exchanges following such IPO.

1.12 CHANGES IN REGISTRABLE SECURITIES. If, and as often as, there are any changes in the Registrable Securities by way of unit split, distribution, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights and privileges granted hereby shall continue with respect to the Registrable Securities as so changed. Without limiting the generality of the foregoing, the Company will require any successor by merger or consolidation to assume and agree to be bound by the terms of this Section, as a condition to any such merger or consolidation.

1.13 TERMINATION OF RIGHTS. All registration rights granted in this Agreement shall terminate and be of no further force and effect with respect to a Holder as of the date when all Registrable Securities held by and issuable to such Holder may be sold under Rule 144 under the Securities Act during any ninety (90) day period, provided such Holder owns less than one percent (1%) of the outstanding Common Stock of the Company.

2. MISCELLANEOUS.

2.1 ENTIRE AGREEMENT. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior written agreements and negotiations and oral understandings, if any, with respect thereto.

2.2 GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements entered into and to be performed entirely within the State of Delaware, without regard to conflict of law provisions.

2.3 SUCCESSORS AND ASSIGNS. Except as otherwise expressly provided herein (including, without limitation, Section 1.9), the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto (including any successor entity of the Company upon a reincorporation).

2.4 NOTICES. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon receipt by the party to be notified or three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid or via facsimile or overnight courier and addressed to the party to be notified (1) if to a party other than the Company, at such party's address set forth on Schedule A of this Agreement or at such other address as such party shall have furnished the Company in writing, or, until any such party so furnishes an address to the Company, then to and at the address of the last holder of the Common Shares covered by this Agreement who has so furnished an address to the Company, or (2) if to the Company, at 161 First Street, 3rd Floor, Cambridge, MA 02142, or at such other address as the Company shall have furnished to the parties in writing.

2.5 SEVERABILITY. Any invalidity, illegality or limitation on the enforceability of this Agreement or any part thereof, by any party whether arising by reason of the law of the respective party's domicile or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement with respect to other parties. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.6 TITLES AND SUBTITLES. The titles of the Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

2.7 DELAYS OR OMISSIONS; REMEDIES CUMULATIVE. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the parties, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or

default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by a party of any breach or default under this Agreement, or any waiver by a party of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement or by law or otherwise afforded to a party, shall be cumulative and not alternative.

2.8 AMENDMENT. This Agreement may not be amended or supplemented except by an instrument or counterparts thereof signed in writing by (i) the Company and (ii) Holders of a majority of the voting power of Registrable Securities (calculated as if all Registrable Securities, if not already shares of common stock, had been converted to shares of common stock); provided that no such amendment or supplement may materially impair the rights of, or impose any additional liability or obligation on, any Investor out of proportion to such effect on other Investors without such Investor's consent.

2.9 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

2.10 NOT SHELL COMPANY. The Company represents and warrants that it is not a "shell company" within the meaning of Rule 12(b)-2 under the Exchange Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

SOLID BIOSCIENCES, LLC

By: /s/ Ilan Ganot
Name: Ilan Ganot
Title: Chief Executive Officer

[INVESTOR SIGNATURE PAGES OMITTED]

CONFIDENTIAL TREATMENT REQUESTED

EXCLUSIVE PATENT LICENSE AGREEMENT

This exclusive patent license agreement ("Agreement") is dated and effective as of the date of last signature (the "Effective Date"), and is made between the University of Washington, a public institution of higher education and an agency of the state of Washington, acting through UW CoMotion ("University"), and Solid GT, LLC, a limited liability company under the laws of the state of Delaware ("Company"), (individually "Party" or collectively "Parties").

Background

Certain inventions related to Novel micro-dystrophins under muscle-specific promoters for the treatment of Duchenne Muscular Dystrophy were made in the laboratory of Dr. Jeffrey Chamberlain ("Principal Investigator");

As assignee of the inventions, University owns the patents and patent applications as listed in Section A1 "Licensed Patents" of Exhibit A "Exclusive Patent License Schedule" and University has the right to license to others certain rights to such patents and patent applications;

Whereas University and Company entered into a confidentiality agreement with the effective date of June 16th, 2014 with University reference number 35111A;

Whereas University and Company entered into an exclusive option agreement for Licensed Patents with the effective date of February 5, 2015 with University reference number 36201A;

Company desires that University grant it an exclusive license to use, develop, and commercialize the inventions claimed in the Licensed Patents; and

University is willing to grant a license on the terms set forth below.

The Parties therefore agree as follows:

1. Definitions.

For purposes of interpreting this Agreement, the following terms have the following meanings ascribed to them:

1.1. "Assignment" means (A) the sale by Company of all but no less than all of its assets to an arm's length Third Party, (B) the sale, transfer, or exchange by the shareholders, partners, or equity owners of Company of a majority interest in Company to an arm's length Third Party, or (C) the merger of Company into an arm's length Third Party.

1.2. "Assignment Consideration" means all consideration received by Company for an Assignment.

1.3. “Confidential Information” means any information or materials (biological, chemical, or otherwise) of the Parties not generally known to the public, including any information comprised of those materials, and including without limitation the inventions covered by the Licensed Patents and Company’s business plans or reports. Confidential Information does not include any information that:

1.3.1. is or becomes part of the public domain through no fault of receiving Party;

1.3.2. is known to receiving Party prior to the disclosure by the disclosing Party, as evidenced by documentation;

1.3.3. is publicly released as authorized under this Agreement by University, its employees or agents;

1.3.4. is subsequently obtained by a Party from a Third Party who is authorized to have such information; or

1.3.5. is independently developed by a Party without reliance on any portion of the Confidential Information received from the disclosing Party and without any breach of this Agreement as evidenced by documentation.

1.4. “Event of Force Majeure” means an unforeseeable act that wholly prevents a Party from performing one or more of its material duties under this Agreement and that is outside of the reasonable control of the Party. An Event of Force Majeure includes acts of war or of Nature, insurrection and riot, and labor strikes. An Event of Force Majeure does not mean a Party’s inability to obtain a Third Party’s consent to any act or omission.

1.5. “Field of Use” means Treatment of Duchenne Muscular Dystrophy and related disease indications caused by a lack of functional dystrophin.

1.6. “Licensed Patents” means the patents and patent applications (including all provisional, nonprovisional, and PCT patent applications, and all national stage and foreign equivalents of the foregoing, accordingly) listed in Section A1 “Licensed Patents” of attached Exhibit A “Exclusive Patent License Schedule”, all divisionals and continuations of these patent applications, all patents issuing from these applications, divisionals, and continuations and any reissues, reexaminations, supplementary protection certificates and extensions of these patents, and any corresponding foreign applications or patents thereof. Claims in continuations-in-part applications are included in Licensed Patents only to the extent such claims are supported by a patent or patent application set forth in Section A1 “Licensed Patents” of Exhibit A “Exclusive Patent License Schedule” to benefit from the priority date of such patent or patent application and to the extent such claims are not encumbered by Third Party rights.

1.7. “Licensed Product” means any product or good that is used, made by, made for, sold, transferred, offered for sale, imported or otherwise disposed of during the term of this Agreement and for which use, manufacture, sale, transfer is covered by one or more Valid Claims of the Licensed Patents.

1.8. “Net Sales” means the gross amount invoiced or otherwise received by Company or Sublicensee for sales, leases, and other dispositions of Licensed Products less (i) all trade, quantity, and cash discounts actually allowed, (ii) all credits and allowances actually granted due to rejections, returns, billing errors, and retroactive price reductions, (iii) duties, and (iv) excise, sale and use taxes, and equivalent taxes to the extent not reimbursable. On sales of Licensed Products by Company to Sublicensees or on sales made in other than an arm’s length transactions, the value of the Net Sales attributed to such transaction shall be that which would have been received in an arm’s length transaction, based on sales of like quantity and quality products on or about the time of this transaction.

1.9. “Patent Expenses” means all reasonable costs (including attorneys’ and application fees) incurred by University to apply for, prosecute, enforce, and maintain Licensed Patents including the costs of interferences, oppositions, re-examinations, and patent litigation. For clarity, patent litigation may result in a positive cash position from damages and therefore is subject to distribution rights of the Parties of Article 7.

1.10. “Sublicense” means the grant by Company to a Third Party of any license, option, first right to negotiate, or other right granted under the Licensed Patents, in whole or in part. For the avoidance of doubt, any arm’s length Third Party distributor (“Distributor”) to which Company or any of its Sublicensees sells a Licensed Product for resale of Licensed Product by the Distributor, and where Distributor has no other rights other than to resell Licensed Product, and for which resale Company and Sublicensees receive no further consideration (including but not limited to royalties and/or commissions) beyond the price for the initial sale to the Distributor shall not be a considered a Sublicense.

1.11. “Sublicensee” means a Third Party holding a Sublicense under the Licensed Patents.

1.12. “Sublicensing Consideration” means all consideration, including but not limited to upfront fees, milestone payments, maintenance fees, non cash consideration, and premiums over Fair Market Value of stock, but excluding royalties, payable by each Sublicensee and attributable to the grant of a Sublicense. For avoidance of doubt, the following are not deemed to be Sublicensing Consideration: (A) consideration paid to Company by Sublicensees for the performance of bona fide product development work, research work, clinical studies and regulatory approvals performed by Company, pursuant to and as supported by an express agreement including a performance plan and commensurate budget; (B) payments made as consideration for the issuance of equity or debt securities of Company at fair market value; and (C) contractually required reimbursement of payment amounts otherwise due under this Agreement from Company to University for Patent Expenses pursuant to Section A4 (Patent Expense Payment); and (D) to the extent a milestone under Section A3.5 (Financial Milestones) of this Agreement is met by the Sublicensee, any pass-through payment to Company that ultimately comes to University for such milestone payment.

1.13. “Territory” means worldwide.

1.14. “Third Party” means an individual or entity other than University and Company.

1.15. “Valid Claim” means (i) a claim in an issued and unexpired patent included in the Licensed Patents that: (a) has not been held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, and not subject to appeal, (b) has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, (c) has not been lost through an interference, reexamination, or reissue proceeding; or (ii) a claim of a pending patent application included in the Licensed Patents that has not been abandoned or finally rejected without the possibility of appeal or refiling and that has been pending for less than five (5) years from its priority date.

2. Term.

The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in Article 9 “Termination”, will expire on the date on which no Valid Claim in a Licensed Patent is pending or subsisting in any country in the Territory.

3. Grant of License.

3.1. Company's Rights.

3.1.1. License Grant. Subject to the terms and conditions of this Agreement, University hereby grants to Company, and Company hereby accepts, an exclusive license to make, have made on Company's behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products in the Territory in the Field of Use. The license granted in this Agreement is limited to the inventions that are expressly claimed in the Licensed Patents. No provision of this Agreement grants Company, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to the Licensed Patents, or to any other University-owned technology, patent applications, or patents.

3.1.2. Sublicenses. Company has the right, exercisable from time to time during the term of this Agreement, to Sublicense its rights under this Agreement; Company may grant Sublicensees the right to grant sublicenses but not the right to enforce Licensed Patents. Company shall remain responsible for its obligations under this Agreement, and shall ensure that the Sublicense agreement: i) contains terms and conditions requesting Sublicensee to comply with the applicable terms and conditions under this Agreement (including a release substantially similar to that provided by Company in Section 10.1 "Company's Release"; a warranty substantially similar to that provided by Company in Section 11.1 "Authority"; University disclaimers and exclusions of warranties under Subsections 11.2 "Disclaimers"; and limitations of remedies and damages substantially similar to those provided by Company in Sections 12.1 "Remedy Limitation" and 12.2 "Damage Cap"); and (ii) specifically incorporates provisions of this Agreement regarding obligations pertaining to indemnification, use of names and insurance. Company shall deliver to University a true, correct, and complete copy of any Sublicense agreement or other agreement under which Company purports or intends to grant Sublicense rights at least 20 business days prior to the execution of the agreement, along with a request for review within 20 days pursuant to this Subsection 3.1.2 "Sublicenses". University will review the unexecuted Sublicense and will, within 20 business days of receipt of the proposed Sublicense, either provide express written approval for the Sublicense as presented or decline consent for the transaction. Such approval will not be unreasonably withheld. If approval is granted, Company will provide University copies of the Sublicense agreement within 30 days of its execution. Company shall not enter into such agreement if the terms of the agreement are inconsistent in any respect with the material terms of this Agreement. Any Sublicense made in violation of this Subsection will be void and will constitute an event of default under Subsection 9.1.1 "Breach by Company".

3.2. The United States Government's Rights. The inventions covered in the Licensed Patents arose, in whole or in part, from federally supported research and the federal government of the United States of America has certain rights in and to the Licensed Patents as those rights are described in Chapter 18, Title 35 of the United States Code and accompanying regulations, including Part 401, Chapter 37 of the Code of Federal Regulation. The Parties' rights and obligations under this Agreement to any government-funded inventions, including the grant of license set forth in Subsection 3.1.1, are subject to the applicable terms of the aforementioned United States laws.

3.3. University's Reservation of Rights. University reserves all rights not expressly granted to Company under this Agreement. University retains for itself an irrevocable, nonexclusive license to make, have made, and use products, processes, and other subject matter covered by the Licensed

Patents in the Field of Use for academic research, medical, instructional, or any other academic purpose. Expressly included within this University reservation of rights is the right (i) to use the Licensed Patents in sponsored research or collaborative research with any Third Party but only to the extent no such Third Party is granted any rights to the Licensed Patents or to commercialize Licensed Products, (ii) to grant material transfer agreements to materials whose composition of matter is covered by the Licensed Patents where the use of such materials is restricted to academic research, medical, instructional, or any other academic purpose, and (iii) to publish any information included in the Licensed Patents or any other information that may result from University's research.

3.4. Reservation of Rights for Humanitarian Purposes. Consistent with 35 U.S.C. §200 et seq., University retains the right to require Company to grant Sublicenses to responsible applicants in the Field of Use under the Licensed Patents on terms that are reasonable under the circumstances; or, if Company fails to grant a license, to grant the license itself. The exercise of these rights by University will only be in exceptional circumstances and only if University determines (i) the action is necessary to meet health or safety needs that are not reasonably satisfied by Company; or (ii) the action is necessary to meet requirements for public use specified by federal regulations, and such requirements are not reasonably satisfied by Company. University shall not require the granting of a sublicense, and shall not grant the license itself, unless the responsible applicant has first negotiated in good faith with Company.

4. Applications and Patents.

4.1. Pre-Agreement Patent Filings and Licensed Product Sales. Company has reviewed the Licensed Patents and represents that it is not aware of any basis to challenge or dispute the inventorship, validity, or enforceability of any of the claims made in the Licensed Patents in existence as of the Effective Date. Company further represents that, as of the Effective Date, it has not and does not manufacture, have manufactured, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of (a) any product or good that infringes (including under the doctrine of equivalents) a claim in any Licensed Patent, or (b) any product or good that is made using a process or machine that infringes (including under the doctrine of equivalents) a claim in a Licensed Patent.

4.2. Patent Application Filings during the Term of this Agreement.

4.2.1. University Prosecutes Patents. University retains the sole and exclusive right to file or otherwise prosecute Licensed Patents, in consultation with the Company pursuant to Section 4.2.2. As set out in Section A4 "Patent Cost Reimbursement" of Exhibit A "Exclusive Patent License Schedule", Company shall pay, or reimburse University for paying, all Patent Expenses incurred prior to, on, or after the Effective Date.

4.2.2. Patent Prosecution Decisions. University, in consultation with Company, shall determine in which countries University will file, or cause to be filed, Licensed Patents. University shall request patent counsel to inform Company of the status of the prosecution of the Licensed Patents, including delivering to Company written and electronic communications from all patent offices and foreign counsel, and University shall consult with the Company on the prosecution of the Licensed Patents. Once Company begins reimbursing University for Patent Expenses pursuant to Section A4 "Patent Cost Reimbursement" of Exhibit A "Exclusive Patent License Schedule", Company's suggestions and requests regarding patent prosecution will be reasonably considered and included unless detrimental to University's intellectual property rights. In no event shall Company file a patent application where all of the inventors are under University policy obligated to

assign their rights in such patent application to University. In no event shall Company file a patent application where one or more, but not all, of the inventors are under University policy obligated to assign their rights in such patent application to University without University's prior consent which shall not be unreasonably withheld or delayed.

4.2.3. University's Independent Patent Filings. At its sole expense, University may file, prosecute or maintain Licensed Patents in any country in which Company has not requested University to file, prosecute or maintain such Licensed Patents in accordance with this Article 4 "Applications and Patents" and those applications and resultant patents will not be subject to this Agreement.

4.2.4. No Limitation on University's Right to Prosecute Patents. No provision of this Agreement limits, conditions, or otherwise affects University's right to prosecute Licensed Patents in any country, except as expressly provided herein.

4.3. Maintenance of Licensed Patents. Subject to Company's compliance with Section A4 "Patent Cost Reimbursement" of attached Exhibit A "Exclusive Patent License Schedule", University shall take all commercially reasonable steps to cause each Licensed Patent to remain or be valid and subsisting.

4.4. Ownership of the Licensed Patents. No provision of this Agreement grants Company any rights, titles, or interests (except for the grant of license in Subsection 3.1.1 "License Grant" of this Agreement) in the Licensed Patents, notwithstanding Company's payment of all or any portion of the patent prosecution, maintenance, and related costs.

5. Commercialization.

5.1. Commercialization and Performance Milestones. Company shall use its commercially reasonable efforts, consistent with sound and reasonable business practices and judgment, to commercialize the inventions covered by the Licensed Patents and to make and sell Licensed Products as soon as practicable and to maximize sales thereof. Unless an extension is provided due to the occurrence of an Event of Force Majeure during the term of this Agreement, Company shall perform, or shall cause to happen or be performed, the performance milestones described in Section A2 "Performance Milestones" of attached Exhibit A "Exclusive Patent License Schedule".

5.2. Covenants Regarding the Manufacture of Licensed Products. Company hereby covenants and agrees that the manufacture, use, sale, or transfer of Licensed Products will comply with all applicable federal and state laws, including all federal export laws and regulations. Company hereby further covenants and agrees that, to the extent required by 35 United States Code Section 204, it shall, and it shall cause each Sublicensee, to substantially manufacture in the United States of America all products embodying or produced through the use of an invention that is subject to the rights of the federal government of the United States of America.

5.3. Commercialization Reports. Within 30 days of the anniversary of the Effective Date of each year during the term of this Agreement, Company shall deliver to University written reports of Company's and Sublicensees' efforts and plans to commercialize the inventions covered by the Licensed Patents and to make, have made on its behalf, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products. Company shall not be obligated to prepare such commercialization reports in years Company or Sublicensee delivers to University a written sales

report under Section 6.4 “Sales Reports” and will resume if sales of Licensed Products ceases. In relation to each of the performance milestones described in Section A2 “Performance Milestones” of attached Exhibit A “Exclusive Patent License Schedule”, each commercialization report will include sufficient information to demonstrate compliance of those performance milestones and will set out timeframes and plans for those which have not yet been met.

5.4. Use of University’s Name and Trademarks or the Names of University Faculty, Staff, or Students. No provision of this Agreement grants Company or Sublicensee any right or license to use the name or trademarks of University or the names or identities of any member of the faculty, staff, or student body of University. Company shall not use, and shall not permit a Sublicensee to use, any such trademarks, names, or identities without University’s and, as the case may be, such member’s prior written approval.

6. Payments, Reimbursements, Reports, and Records.

6.1. Payments. Company shall deliver to University the payments specified in Sections A3 “Payments” and A4 “Patent Cost Reimbursement” of attached Exhibit A “Exclusive Patent License Schedule”. Company shall make such payments by check, wire transfer, or any other mutually agreed-upon and generally accepted method of payment. All checks to University will be made payable to “University of Washington” and will be mailed to the address specified in Article 21 “Notices” of this Agreement and will include the University agreement number 37475A. Upon request, University shall deliver to Company written wire transfer instructions.

6.2. Currency and Checks. All computations and payments made under this Agreement will be in United States dollars. The exchange rate for the currency into dollars as reported in the *Wall Street Journal* as the New York foreign exchange mid-range rate on the last business day of the month in which the transaction was entered into will be used for determining the dollar value of transactions conducted in non-United States dollar currencies.

6.3. Late Payments. University may charge Company a late fee for all amounts owed to University that are overdue by 30 days or more. The late fee will be computed as the United States prime rate plus [XXX], as set forth by *The Wall Street Journal* (Western edition) of the outstanding, unpaid balance. The payment of a late fee will not foreclose or limit University from exercising any other rights it may have as a consequence of the lateness of any payment.

6.4. Sales Reports. Within 30 days after the last day of each calendar quarter commencing the calendar quarter after Company effects its first commercial sale of a Licensed Product and during the term of this Agreement, Company shall deliver to University a written sales report (a copy of the form of which is attached as Exhibit B “Royalty Report Form”) recounting the number and Net Sales (expressed in U. S. dollars) of all sales, leases, or other dispositions of Licensed Products, whether made by Company or a Sublicensee, during such calendar quarter. Included in each sales report will be the name of each Distributor, and the number and type of Licensed Product sold, leased, or otherwise provided to such Distributor. Company shall deliver such written report to University even if Company is not required hereunder to pay to University a payment for sales, leases, or other dispositions of Licensed Products during the calendar quarter.

6.5. Records Retention and Audit Rights.

6.5.1. Records Retained. Throughout the term of this Agreement and for five (5) years thereafter, Company, at its expense, shall keep and maintain and shall cause each Sublicensee to keep and maintain complete and accurate records of all sales, leases, and other dispositions of Licensed Products during the term of this Agreement and all other records related to this Agreement.

6.5.2. Auditing Rights. Company shall permit, at the request of University, one or more accountants selected exclusively by the University ("Accountants") to have access to Company's records and books of account pertaining to this Agreement. Accountants' access will be during ordinary working hours to audit Company's records for any payment period ending prior to such request, the correctness of any report or payment made under this Agreement, or to obtain information as to the payments due for any period in the case of failure of Company to report or make payment pursuant to the terms of this Agreement or to verify Company's compliance with its payment obligations hereunder. Company shall cause each Sublicensee that manufactures, sells, leases, or otherwise disposes of Licensed Products on behalf of Company to grant University the right to inspect and audit Sublicensee's records.

6.5.3. Scope of Disclosure. Accountants shall not disclose to University any information relating to the business of Company except that which is necessary to inform University of: the accuracy or inaccuracy of Company's reports and payments; compliance or noncompliance by Company with the terms and conditions of this Agreement; and the extent of any inaccuracy or noncompliance.

6.5.4. Accountant Copies. If Accountants believe there is an inaccuracy in any of Company's payments or noncompliance by Company with any terms and conditions, Accountants shall have the right to make and retain copies (including photocopies) of any pertinent portions of the records and books of account.

6.5.5. Costs of Audit. If Company's royalties calculated for any calendar year quarterly period are under-reported by more than 5%, the costs of any audit and review initiated by University will be borne by Company; otherwise, University shall bear the costs of any audit initiated by University.

7. Infringement.

7.1. Third-Party Infringement of a Licensed Patent.

7.1.1. Notice of Third Party's Infringement. If a Party learns of substantial, credible evidence that a Third Party is infringing a Licensed Patent in the Field of Use in the Territory, that Party will promptly deliver written notice of the possible infringement to the other Party, describing in detail all relevant information to which that Party has access or control suggesting infringement of the Licensed Patent.

7.1.2. Company's First Right to Settle. During the term of this Agreement, Company has the first right to respond to, defend, and prosecute in its own name and at its own expense actions or suits relating to Licensed Patents. To enjoy said first right, Company must initiate bona fide action to respond to any alleged infringement within 90 days of learning of said infringement. If required by law, University agrees to be joined as a party plaintiff; provided that Company must notify University at least ten (10) days before filing suit and provided that Company shall reimburse University for all reasonable legal fees and costs incident thereto. Company shall not settle any suits or actions in any manner relating to the Licensed Patents without obtaining the prior written consent of University.

7.1.2.1. Distribution of Proceeds from Settlement. Out of any proceeds from any settlement for infringement of Licensed Patents, Company is allowed to first recover its reasonable attorney's fees and other out-of-pocket expenses directly related to any action, suit, or settlement for infringement of Licensed Patents. Any remaining proceeds will be distributed as follows: Company shall retain [XXX] and shall distribute [XXX] to University. Any payment by an alleged infringer that constitutes consideration for Net Sales of infringing product, however, will be handled according to the payment provisions of Article 6 "Payments, Reimbursements, Reports, and Records" and Section A3.3 "Running Royalty Payments" of Exhibit A "Exclusive Patent License Schedule". Any payment by an alleged infringer that constitutes consideration for the grant of a Sublicense will be handled according to Section A3.7 "Sublicensing Consideration" of Exhibit A "Exclusive Patent License Schedule".

7.1.2.2. Limitation on Infringement Actions. Excluded from the rights granted herein is the right to bring an infringement action against any inventor or their present or future not-for-profit employers, for infringement of the License Patents in carrying out not-for-profit research.

7.1.3. University Right to Institute Action. If Company fails, within 90 days of learning of an alleged infringement, to secure cessation of the infringement, institute suit against the infringer, or to provide to University satisfactory evidence that Company is engaged in bona fide negotiations for the acceptance by infringer of a Sublicense in and to relevant patents in Licensed Patents for the Field of Use, then University may, upon written notice to Company, assume full right and responsibility to secure cessation of the infringement, institute suit against the infringer, or secure acceptance of a Sublicense by Company from the alleged infringer in and to relevant patents in Licensed Patents. Such license shall not be subject to Company's approval. If University, in accordance with the terms and conditions of this Agreement, chooses to institute suit against an alleged infringer, University may bring such suit in its own name (or, if required by law, in its and Company's name) and at its own expense, and Company shall, but at University's expense for Company's direct associated expenses, fully and promptly cooperate and assist University in connection with any such suit. All license fees, royalties, damages, awards, or settlement proceeds arising from such a University-initiated action will be solely for the account of University.

7.1.4. No Obligation to Institute Action. Neither Company nor University is obligated under this Agreement to institute or prosecute a suit against any alleged infringer of Licensed Patents.

8. Patent Validity.

8.1. Notice and Investigation of Third Party Challenges. If any Third Party challenges the validity or enforceability of any of the Licensed Patents, the Party having such information shall immediately notify the other Party.

8.2. Tender to University of Third Party Actions. In the event of Third Party legal action challenging the validity or enforceability of any of the Licensed Patents, University, at its sole discretion, shall have the right to assume and control the sole defense of the claim at University's expense. If University opts not to assume and control the sole defense of the claim within 30 days after becoming

aware of challenge, Company shall have the right to assume the defense of the claim at its own expense. Company shall not settle any suits or actions in any manner relating to the Licensed Patents without obtaining the prior written consent of University.

8.3. Enforceability of Licensed Patents. Notwithstanding challenge by any Third Party, any Licensed Patent will be enforceable under this Agreement until such Licensed Patent is determined to be invalid.

9. Termination.

9.1. By University.

9.1.1. Breach by Company. If Company breaches or fails to perform one or more of its material duties under this Agreement, University may deliver to Company a written notice of default. University may terminate this Agreement by delivering to Company a written notice of termination if the default has not cured in full within 60 days of the delivery to Company of the notice of default.

9.1.2. Events of Default. University may terminate this Agreement by delivering to Company a written notice of termination at least ten (10) days prior to the date of termination if Company (i) becomes insolvent; (ii) voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws that Company fails to have released within 30 days after filing; (iii) proposes any dissolution, composition, or financial reorganization with creditors or if a receiver, trustee, custodian, or similar agent is appointed; (iv) makes a general assignment for the benefit of creditors; or (v) if Company challenges the validity of the Licensed Patents.

9.2. By Company. Company may terminate this Agreement at any time by delivering to University a written notice of termination at least 60 days prior to the effective date of termination.

9.3. Effect of Termination.

9.3.1. License Terminated. After termination of this Agreement, Company shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products.

9.3.2. Final Report to University. Within 60 days after the end of the calendar quarter following the expiration or termination of this Agreement, Company shall submit a final report to University. Any payments, including those incurred but not yet paid (such as the pro-rata minimum annual royalty, and those related to patent expense incurred as of the date of termination but not yet paid), due to University shall become immediately due and payable upon termination or expiration.

9.3.3. Termination of Sublicenses. Upon termination of this Agreement for any reason prior to expiration, each Sublicense will terminate and Company will include a statement to that effect in each Sublicense. Company shall be liable for any costs, expenses, or damages payable to any Sublicensee arising out of the termination of a Sublicense. At any time within 30 days following termination of this Agreement, a Sublicensee may notify University that it wishes to enter into a direct license with University in order to retain its rights to the Licensed Patents granted to it under its Sublicense (such 30-day period following termination, the “Initial Notice Period”). Following

receipt of such notice, University and Sublicensee shall enter into a license agreement the terms of which shall be substantially similar to the terms of this Agreement; and the scope of such direct license, the licensed territory or the duration of the license grant shall be comparable to the corresponding terms granted by the Company to such Sublicensee; provided that such Sublicensee will be granted at least the same scope of rights as it obtained from Company under its Sublicense. For the sake of clarity, the financial terms, including without limitation, the running royalty rate and milestone payments, shall be identical to the corresponding financial terms set forth in this Agreement. Notwithstanding the foregoing, each Sublicensee's right to enter into such direct license shall be conditioned upon:

9.3.3.1. Written Notification to University. Such Sublicensee informing University in writing, pursuant to Article 21 "Notices", that it wishes to enter into such direct license with University, within the Initial Notice Period;

9.3.3.2. Sublicensee Good Standing. Such Sublicensee being in good standing with Company under its Sublicense, and such Sublicense not being the subject of a dispute between Sublicensee and Company, or between Company and University under this Agreement;

9.3.3.3. Valid Sublicense. Such Sublicense having been validly entered into by Company and Sublicensee pursuant to the terms of Section 3.1.2 "Sublicenses";

9.3.3.4. Sublicensee Certification that Conditions Satisfied. Such Sublicensee using reasonable efforts to certify or otherwise demonstrate that the conditions set forth in subsections 9.3.3.1 "Written Notification to University", 9.3.3.2 "Sublicensee Good Standing", and 9.3.3.3 "Valid Sublicense" have been met within 30 days of expiration of the Initial Notice Period (or within such longer period of time as University agrees is reasonable under the circumstances, based on the nature and extent of any documentation reasonably requested by University); and

9.3.3.5. Time Limitations. Such negotiations for a direct license not exceeding 90 days from the end of the 30-day (or longer, if applicable) period described in subsection 9.3.3.4 "Sublicensee Certification that Conditions Satisfied" (subject to extension of said 90-day period by mutual written agreement of University and Sublicensee).

University may, at its sole discretion, waive any of these requirements. If all of the conditions set forth in this Section 9.3.3 "Sublicenses" are met, then Sublicensee will be granted such direct license by University. If any condition set forth in this Section 9.3.3 "Sublicenses" is not met, then after expiration of any time period granted to Sublicensee with respect to meeting such condition (for example and to the extent applicable, the Initial Notice Period and/or the periods described in subsections 9.3.3.4 "Sublicensee Certification that Conditions Satisfied" and 9.3.3.5 "Time Limitations"), Sublicensee shall not make, have made, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Products and University shall be free to license or not license Licensed Patents to such Sublicensee according to its sole discretion.

10. Release, Indemnification, and Insurance.

10.1. Company's Release. For itself and its employees, Company hereby releases University and its regents, employees, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the manufacture, use, lease, sale, or other disposition of a Licensed Product; or (ii) the assigning or sublicensing of Company's rights under this Agreement.

10.2. Company's Indemnification. Throughout the term of this Agreement and thereafter, Company shall indemnify, defend, and hold University and its regents, employees, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the manufacture, use, lease, sale, or other disposition of a Licensed Product, including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to a Licensed Product and claims brought by a Sublicensee.

10.3. Company's Insurance.

10.3.1. General Insurance Requirement. Throughout the term of this Agreement, or during such period as the Parties shall agree in writing, Company shall maintain, and shall cause each Sublicensee to maintain, in full force and effect commercial general liability (CGL) insurance, with single claim limits consistent with industry standards. Such insurance policy will include coverage for claims that may be asserted by University against Company under section 10.2 "Company's Indemnification". Such insurance policy must name the Board of Regents of the University of Washington as an additional insured and will require the insurer to deliver written notice to University at the address set forth in Article 21 "Notices" of this Agreement, at least 45 days prior to the termination of the policy. Company shall deliver to University a copy of the certificate of insurance for such policy.

10.3.2. Clinical Trial Liability Insurance. Within thirty (30) days prior to the initiation of human clinical trials with respect to Licensed Product(s), Company shall provide to University certificates evidencing the existence and amount of clinical trials liability insurance. Company shall issue irrevocable instructions to its insurance agent and to the issuing insurance company to notify University of any discontinuance or lapse of such insurance not less than 45 days prior to the time that any such discontinuance is due to become effective. Company shall provide University a copy of such instructions upon their transmittal to the insurance agent and issuing insurance company. Company shall further provide University, at least annually, proof of continued coverage.

11. Warranties.

11.1. Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

11.2. Disclaimers.

11.2.1. General Disclaimers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 11.1 "Authority" OF THIS AGREEMENT, UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH LICENSED PATENT AND EACH LICENSED PRODUCT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11.2.2. Patent Disclaimers. University expressly disclaims any warranties concerning and makes no representations:

11.2.2.1. Patent Issuance. That the Licensed Patent(s) will be approved or will issue;

11.2.2.2. Licensed Patent Validity/Scope. Concerning the validity or scope of any Licensed Patent; or

11.2.2.3. Non-Infringement. That the manufacture, use, sale, lease or other disposition of a Licensed Product will not infringe a Third Party's patent or violate a Third Party's intellectual property rights.

12. Damages.

12.1. Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT OR (B) LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

12.2. Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS PAID TO UNIVERSITY UNDER SECTION A3 "PAYMENTS" of Exhibit A "EXCLUSIVE PATENT LICENSE SCHEDULE" OF THIS AGREEMENT. THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE.**

13. Amendment and Waiver.

This Agreement may be amended from time to time only by a written instrument signed by the Parties. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.

14. Assignment.

The rights and licenses granted by University in this Agreement are personal to Company and Company shall not assign its interest or delegate its duties under this Agreement without the written consent of University; any such assignment or delegation made without written consent of University will not release Company from its obligations under this Agreement. The preceding sentence notwithstanding, Company, without the prior approval of University, may assign all, but no less than all, its rights and delegate all, but no less than all, its duties under this Agreement to a Third Party provided that:

(i) the assignment is made to such Third Party as a part of and in connection with (a) the sale by Company of all but no less than all of its assets to the Third Party, (b) if Company has more than one bona fide drug development programs, the sale by Company of all but no less than all of the assets of its business most closely associated with this Agreement, to the Third Party, (c) the sale, transfer, or exchange by the shareholders, partners, or equity owners of Company of a majority interest in Company to the Third Party, or (d) the merger of Company into the Third Party (each of the events described in part (a), (b), (c), or (d) of this paragraph, an "Assignment").

(ii) Company obtains from such Third Party written agreement to honor all obligations under this Agreement accrued by Company before Assignment and all obligations under this Agreement to accrue by such Third Party assignee after Assignment, including any and all financial obligations, and

(iii) no later than ten (10) days after the close of the transaction pursuant to which such Assignment is made, Company shall provide written notice to University of the Assignment, as well as a substitution of parties document, in which such Third Party assignee assumes responsibility for all of Company's outstanding and future obligations relating to this Agreement. Any assignment made in violation of this Article will be void and will, without further act, cause the immediate termination of this Agreement, effective retroactively to the date of the Assignment.

This Agreement will inure to the benefit of Company and University and their respective permitted assignees and trustees.

15. Confidentiality.

15.1. Form of transfer. Confidential Information may be conveyed in tangible or intangible form. Disclosing Party must clearly mark its Confidential Information "confidential." If disclosing Party communicates Confidential Information in non-written form, it shall reduce such communications to writing, clearly mark it "confidential", and provide a copy to receiving Party within 30 days of original communication at the address in Article 21 "Notices".

15.2. No Unauthorized Disclosure of Confidential Information. Beginning on the Effective Date and continuing throughout the term of this Agreement and thereafter for a period of [XXX], receiving Party shall not disclose or otherwise make known or available to any Third Party any disclosing Party Confidential Information, without the express prior written consent of disclosing Party. Notwithstanding the foregoing, receiving Party shall be permitted to disclose disclosing Party Confidential Information to (i) actual or potential investors, lenders, consultants, collaborators, Sublicensees, or development partners, which disclosure will be made under conditions of confidentiality and limited use and (ii) its attorney or agent as reasonably required. In no event shall receiving Party incorporate or otherwise use disclosing Party's Confidential Information in connection with any patent application filed by or on behalf of receiving Party. Receiving Party shall restrict the use of disclosing Party's Confidential Information exclusively to the terms of this Agreement. Receiving Party shall use reasonable procedures to safeguard disclosing Party's Confidential Information. In the case where Company is the receiving Party, Company's confidentiality obligations will also apply equally to Sublicensees.

15.3. Access to University Information. University is an agency of the state of Washington and is subject to the Washington Public Records Act, RCW 42.56 et seq., ("Act"), and no obligation assumed by University under this Agreement shall be deemed to be inconsistent with University's obligations as defined under the Act and as interpreted by University in its sole discretion. If University receives a request for public records under the Act for documents containing Company Confidential Information, and if University concludes that the documents are not otherwise exempt from public disclosure, University will provide Company notice of the request before releasing such documents. Such notice

will be provided in a timely manner to afford Company sufficient time to review such documents and/or seek a protective order, at Company's expense utilizing the procedures described in RCW 42.56.540. University shall have no obligation to protect Company Confidential Information from disclosure in response to a request for public records.

15.4. Disclosure as Required by Law. Either Party shall have the right to disclose the other Party's Confidential Information as required by law or valid court order, provided that such Party shall inform the Party who owns such Confidential Information prior to such disclosure and shall limit the scope and recipient of disclosure to the extent required by such law or court order.

16. Consent and Approvals.

Except as otherwise expressly provided, all consents or approvals required under the terms of this Agreement must be in writing and will not be unreasonably withheld or delayed.

17. Construction.

The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular includes the plural and vice versa, and masculine, feminine, and neuter expressions are interchangeable.

18. Enforceability.

If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.

19. No Third-Party Beneficiaries.

No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement any rights, remedies, obligations, or liabilities hereunder. No Sublicensee shall have a right to enforce or seek damages under this Agreement.

20. Language.

Unless otherwise expressly provided in this Agreement, all notices, reports, and other documents and instruments that a Party hereto elects or is required by the terms of this Agreement to deliver to the other Party hereto will be in English.

21. Notices.

All notices, requests, and other communications that a Party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a Party may designate by notice given pursuant to this article:

If to University: UW CoMotion
ATTN: Director, Innovation Development
4311 11th Avenue NE, Suite 500
Seattle, WA 98105-4608
Facsimile No.:

If to Company: Attn: Charles Legg, Head of Program Management
Solid GT
One Broadway
Cambridge, MA 02142
E-mail:

22. Patent Marking.

Company shall mark all material forms of Licensed Product(s) or packaging pertaining thereto made and sold by Company in the United States with patent marking conforming to 35 U.S.C. §287(a), as amended from time to time. Such marking shall further identify the pendency of any U.S. patent application and/or any issued U.S. or foreign patent forming any part of the Licensed Patents. All Licensed Product(s) shipped to or sold in other countries will be marked in such a manner as to provide notice to potential infringers pursuant to the patent law and practice of the country of manufacture or sale.

23. Publicity.

University shall have the right to report in its customary publications and presentations that University and Company have entered into a license agreement for the technology covered by the Licensed Patents and University may use Company logos in such publications and presentations provided that University does not modify Company's logos and does not through such use imply any endorsement by Company of University.

The Parties will cooperate with one another to review and respond to any press release or similar communication proposed by the other Party regarding the non-confidential subject matter of this Agreement. The specific content and timing of such press releases or similar communication is subject to mutual agreement by the Parties, which will not be unreasonably withheld. Further, University and Company shall issue a joint press release regarding this Agreement, subject to both Party's review and approval of the specific content thereof, and such press release shall include specific mention of the contributions of University personnel and University in developing the technology in a prominent portion of the press release. Company shall provide University with appropriate quotes for such press release. University may post the press release in digital and print publications as well as on University's own website.

24. Relationship of Parties.

In entering into, and performing their duties under, this Agreement, the Parties are acting as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. No Party shall have the authority to act for or bind the other Party in any respect.

25. Relationship with Principal Investigator.

Company acknowledges that Principal Investigator is employed by University and has certain pre-existing obligations to University, including obligations with respect to disclosure and ownership of intellectual property and obligations arising from sponsored research agreements between University and Third Parties. Accordingly, Company agrees that to the extent that any consulting agreement is inconsistent with any of Principal Investigator's obligations to University, including the reporting of all inventions developed while employed by University (regardless of where arising) and including contractual obligations arising under any sponsored research agreements between University and Third Parties, then Principal Investigator's obligations to University shall prevail and to such extent any inconsistent provisions of this consulting agreement shall be deemed inapplicable and unenforceable.

26. Security Interest.

In no event shall Company grant, or permit any person to assert or perfect, a security interest in Licensed Patents or in Company's rights under this Agreement.

27. Survival.

Immediately upon the termination or expiration of this Agreement all Company's rights under this Agreement will terminate; provided, however, Company's obligations that have accrued prior to the effective date of termination or expiration of this Agreement (e.*g.*, the obligation to report and make payments on sales, leases, or dispositions of Licensed Products and to reimburse University for costs) and the obligations specified in Sections 6.1 "Payments" and 6.4 "Sales Reports" will survive. The obligations and rights set forth in Sections 6.5 "Records Retention and Audit Rights" and 9.3 "Effect of Termination" and Articles 10 "Release, Indemnification, and Insurance", 11 "Warranties", 12 "Damages", 15 "Confidentiality", 29 "Applicable Law" and 30 "Forum Selection" will survive the termination or expiration of this Agreement.

28. Collection Costs and Attorneys' Fees.

If a Party fails to perform an obligation or otherwise breaches one or more of the terms of this Agreement, the other Party may recover from the non-performing breaching Party all its costs (including actual attorneys' and investigative fees) to enforce the terms of this Agreement.

29. Applicable Law.

The internal laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

30. Forum Selection.

A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of King County, Washington. Company hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over Company or its assets and property.

31. Entire Agreement.

Company has evaluated the Licensed Patents under a Confidentiality Agreement ("CDA") with University (UW # 35111A) with an effective date of June 16th, 2014 and under an Exclusive Option

("Option") with University (UW # 36201A) with an effective date of February 5th, 2015. This Agreement (including all attachments, exhibits, and amendments) is the final and complete understanding between the Parties concerning licensing the Licensed Patents. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Licensed Patents. However, the obligations of nonuse and nondisclosure for Confidential Information disclosed pursuant to the CDA shall survive until June 16, 2019. Confidential Information disclosed pursuant to this Agreement shall be governed by the terms of this Agreement. This Agreement may not be modified in any manner, except by written agreement signed by an authorized representative of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

University of Washington		***Solid GT***	
By:	/s/ Fiona Wills	By:	/s/ Ilan Ganot
Name:	Fiona Wills	Name:	Ilan Ganot
Title:	Director, Innovation Development	Title:	CEO
Date:	10/16/2015	Date:	10/16/2015

Exhibit A

Exclusive Patent License Schedule

A1. Licensed Patents:

UW Reference #	Application Serial #	Filing Date	Type	Status
[XXX]	[XXX]	[XXX]	[XXX]	[XXX]

A2. Performance Milestones (Section 5.1 "Commercialization and Performance Milestones"):

Company shall meet the following performance milestones:

A2.1 Milestone 1 – [XXX]

A2.2 Milestone 2- [XXX]

A2.3 Milestone 3 – [XXX]

A2.4 Milestone 4 – [XXX]

A3. Payments (Section 6.1):

A3.1 Up-front Payment. Company shall pay to University within 14 days of the Effective Date [XXX] as an up-front payment. This up-front payment shall be non-refundable and not creditable against future royalty obligations.

A3.2 Annual Maintenance Fee. Company shall pay to University an annual maintenance fee of [XXX] due on the 2nd anniversary of the Effective Date and every year thereafter for the term of the Agreement. Annual Maintenance Fees shall terminate immediately when Company begins to pay Minimum Annual Royalties (A3.4).

A3.3 Running Royalty Payments. Company shall pay to University within 30 days after the last day of each calendar quarter during the term of this Agreement an amount equal to [XXX] of Net Sales during such quarter as a running royalty payment.

A3.4 Minimum Annual Royalties. Company as well as each of its Sublicensees shall pay minimum annual royalties of [XXX] for the term of this Agreement to be creditable against running royalty payments for the preceding calendar year on a non-cumulative basis and to be due in full and payable on January 31st of each year beginning on January 31st of the second year following the first commercial sale and continuing during the term of this Agreement.

A3.4.1. If this Agreement is terminated prior to the payment of a minimum annual royalty in any given year the amount due for that minimum annual royalty payment will be prorated on the basis of the number of full quarters that have elapsed prior to termination since the last payment of a minimum annual royalty.

A3.5 Financial Milestones. Company shall pay to University the following non-cumulative and non-refundable milestone achievement payments within 30 days of achieving the corresponding milestone, whether achieved by Company or a Sublicensee. For clarity, payments will be due only once in respect of the first achievement of the milestones below for a Licensed Product, regardless of the number of Licensed Products to achieve the milestone.

A3.5.2. [XXX]

A3.5.3. [XXX]

A3.5.4. [XXX]

A3.5.5. [XXX]

A3.6 Third Party Royalties. If Company is required to pay royalties to a Third Party based on Company's manufacture, use, or sale of Licensed Product subject to one or more patents of such Third Party then the royalty Company pays to University may be reduced by [XXX] of the royalty actually paid to the Third Party provided that use of any Third Party patent is required for such manufacture, use, or sale of Licensed Product, and provided that the royalty to the University shall not fall below [XXX].

A3.7 Sublicensing Consideration. Within 30 days of the end of each calendar quarter during the term of this Agreement, Company shall pay to University [XXX] of any Sublicensing Consideration received by Company during such calendar quarter unless reduced by achievement of milestones by Company or its Sublicensee prior to execution of the particular Sublicense in accordance with the schedule below. A reduction of the percentage of Sublicensing Consideration payable to University under this Agreement will be negotiated in good faith between the Parties where, in addition to the Sublicense of any rights granted to Company hereunder, Company also grants Sublicensee a license under a Third Party's intellectual property rights, which license is necessary for Sublicensee to manufacture, have manufactured, use, offer to sell or sell, offer to lease or lease, import, or otherwise offer to dispose or dispose of Licensed Product(s) without infringing such Third Party's intellectual property rights, and only to the extent that the total aggregate consideration for such combined license is treated as Sublicensing Consideration.

A3.7.1. After achievement of Milestone 1: [XXX]

A3.7.2. After achievement of Milestone 2: [XXX]

A3.7.3. After achievement of Milestone 3: [XXX]

A3.8 Assignment Fee. Within 30 days of any assignment of rights granted to Company under this Agreement, Company shall pay to University [XXX] of any Assignment Consideration received by Company.

A4. Patent Cost Reimbursement: Company shall reimburse University for all Patent Expenses incurred prior to the Effective Date within 60 days of the Effective Date. Company shall pay, or reimburse University for paying, all Patent Expenses incurred on or after the Effective Date within 30 days of its receipt of University's invoice for such Patent Expenses. University reserves the right to request advance payments for certain Patent Expenses, at University's discretion.

Exhibit B

Royalty Report Form

Date

Company Name & Address

License Number _____

Reporting Period: [ ] **Report Due Date:** [ ]

This report must be submitted regardless of whether royalties are owed.

Please do not leave any column blank. State all information requested below.

Product Description	**Royalty Rate**	**Quantity/ Net Sales**	**Royalty Due**

Report Completed by: _____ **Total Royalties Due:** _____

Telephone Number: _____

If you have questions please contact: _____

Please make check payable to: University of Washington

CONFIDENTIAL TREATMENT REQUESTED

PATENT LICENSE AGREEMENT

This Agreement is effective as of March 10, 2016 (the "EFFECTIVE DATE"), between Solid GT, LLC ("LICENSEE") having the address in Article 12 below, and the Regents of the University of Michigan, a constitutional corporation of the state of Michigan ("MICHIGAN") having the address in Article 12 below. LICENSEE and MICHIGAN hereby agree as follows:

ARTICLE 1 – DEFINITIONS

"AFFILIATE" means any corporation, partnership, joint venture or other entity of which a majority of the voting stock or other equity ownership thereof is owned or controlled by, or under common control with, LICENSEE, or which owns or controls a majority of the voting stock or other equity ownership of LICENSEE.

"FIELD OF USE" means all uses.

"FIRST COMMERCIAL SALE" means the first SALE through a bona fide arms length transaction of any LICENSED PRODUCT or first commercial use of any LICENSED PROCESS by LICENSEE or a SUBLICENSEE, excluding the SALE of a LICENSED PRODUCT or use of a LICENSED PROCESS for use in trials, as a sample or that is of temporary availability.

"LICENSED PROCESS(ES)" means any process or method that, but for this Agreement, would comprises an infringement of (including contributory or inducement) a VALID CLAIM in the country in which any such process or method is used or performed, or (b) employs a LICENSED PRODUCT.

"LICENSED PRODUCT(S)" means any product that: (a) but for this Agreement, comprises an infringement of (including contributory or inducement) a VALID CLAIM in the country in which any such product or product part is made, used, imported, offered for SALE or sold; or (b) is manufactured by using a LICENSED PROCESS or is employed to practice a LICENSED PROCESS.

"MICHIGAN," as used in Articles 9 and 10, shall include its Regents, officers, employees, students, and agents.

"NET SALES" means the amount billed or invoiced, and if any amount is not billed or invoiced, the amounts actually received, on Sales, however characterized, by LICENSEE and/or SUBLICENSEES of LICENSED PRODUCTS and uses of LICENSED PROCESSES, less the following deductions (but only to the extent such deductions are otherwise included in NET SALES and are not obtained in view of other consideration received by LICENSEE):

(a) cash discounts actually granted to customers in such invoices for SALE of LICENSED PRODUCTS, but only in amounts customary in the trade;

(b) sales taxes, tariff duties and/or use taxes separately stated in such bills or invoices with reference to particular SALES and actually paid by LICENSEE or SUBLICENSEE to a governmental unit;

(c) actual freight expenses between LICENSEE or SUBLICENSEE and customers, to the extent such expenses are not charged to or reimbursed by customers; or

(d) amounts actually refunded or credited on returns.

Where LICENSEE or SUBLICENSEE receives any consideration other than cash for such transactions, fair market cash value for such consideration, to be agreed upon by the parties hereto, shall be included in NET SALES. Where a product or activity is a LICENSED PRODUCT or LICENSED PROCESS hereunder due to contributory infringement or inducement of infringement, NET SALES shall include SALES of the product or process that constitutes a direct infringement of the PATENT RIGHTS. NET SALES shall not include LICENSED PRODUCT used for pre-clinical or clinical trials, post-marketing trials, samples and indigent patient programs or any other uses of LICENSED PRODUCT not ordinarily included as part of NET SALES for royalty determination purposes.

A sale or transfer to an AFFILIATE or SUBLICENSEE for re-sale by such AFFILIATE or SUBLICENSEE shall not be considered a sale for the purpose of this provision but the resale by such AFFILIATE or SUBLICENSEE shall be a sale for such purposes. Any amounts received LICENSEE, an AFFILIATE or SUBLICENSEE in exchange for LICENSED PRODUCTS or LICENSED PROCESSES transferred or provided to any person or entity for use in testing, clinical trials, or as marketing samples to develop or promote the LICENSED PRODUCTS are not included in the definition of NET SALES.

“PATENT RIGHTS” means MICHIGAN’S legal rights under the patent laws of the United States or relevant foreign countries for all of the following:

(a) the following United States and foreign patent(s) and/or patent application(s), and divisionals, continuations, continuations-in-part (only to the extent that such claims are fully supported under U.S. patent laws by another patent or application in the PATENT RIGHTS), and foreign counterparts of the same:

[XXX]; and

[XXX]; and

(b) any renewals, reexaminations, substitutes, supplementary protection certificates and extensions of these patents, and any corresponding foreign counterparts of the same.

“ROYALTY PERIOD(S)” means the six-month periods ending on the last days of June and December each year.

"SALE" means sale, rental, or lease, however characterized, and SOLD means the past tense of SALE.

"SUBLICENSEE(S)" means any person or entity in writing sublicensed, or granted an option for a sublicense, by LICENSEE under this Agreement.

"TERRITORY" means all of the countries of the world.

"VALID CLAIM" means (i) a claim in an issued and unexpired patent included in the PATENT RIGHTS that: (a) has not been held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, and not subject to appeal, (b) has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, (c) has not been lost through an interference, reexamination, or reissue proceeding; or (ii) a pending claim of a pending patent application included in the PATENT RIGHTS that has not been abandoned or finally rejected without the possibility of appeal or refiling and that has been pending for less than seven years from its priority date.

ARTICLE 2 – GRANT OF LICENSE

2.1 MICHIGAN hereby grants to LICENSEE an exclusive license under the PATENT RIGHTS, with the right to grant sublicenses, both subject to the terms and conditions of this Agreement, in the FIELD OF USE and the TERRITORY to make, have made, import, use, market, offer for sale and sell LICENSED PRODUCTS and to practice LICENSED PROCESSES.

2.2 Without limiting any other rights it may have, MICHIGAN specifically reserves the right for it and its affiliates to practice and have practiced the PATENT RIGHTS for non-commercial research, public service, internal (including clinical) and/or educational purposes, and the right to grant the same limited non-commercial rights to other non-profit research institutions. For avoidance of doubt, sponsored research on behalf of for-profit entities shall be deemed to be commercial.

2.3 This Agreement shall extend until expiration of the last to expire of the PATENT RIGHTS, unless sooner terminated as provided in another specific provision of this Agreement.

2.4 LICENSEE agrees that LICENSED PRODUCTS used, leased or sold in the United States shall be manufactured substantially in the United States.

2.5 The licenses granted in this Agreement are subject to any rights required to be granted under prior research or sponsorship agreements, or retained by the U.S. government, for example in accordance with Chapter 18 of Title 35 of U.S.C. 200-212 and the regulations thereunder (37 CFR Part 401), when applicable. LICENSEE agrees to comply in all respects, and shall provide MICHIGAN with all reasonably requested information and cooperation for MICHIGAN to comply with applicable provisions of the same and any requirements of any agreements between MICHIGAN and any agency of the U.S. government that provided funding for the subject matter covered by the PATENT RIGHTS.

ARTICLE 3 - CONSIDERATION

3.1 LICENSEE shall pay the following to MICHIGAN:

(a) License Issue Fee. A License Issue Fee equal to [XXX], due within fourteen (14) days from the complete execution of this Agreement.

(b) Annual Maintenance Fee. An Annual Maintenance Fee equal to [XXX], due within fourteen (14) days of the second (2nd) anniversary of the EFFECTIVE DATE, and within fourteen (14) days of each subsequent anniversary of the EFFECTIVE DATE. The Annual Maintenance Fee shall not be due in any calendar year that the LICENSEE pays Minimum Annual Royalties as described in Section 3.1 (e) or Running Royalties as described in Section 3.1 (b) in an amount equal to or greater than Minimum Annual Royalties.

(b) Running Royalties. Running Royalties equal to [XXX] of NET SALES. If LICENSEE makes any SALES to any AFFILIATE at a price less than the regular price charged to other parties, the Running Royalties payable to MICHIGAN shall be computed on the basis of the regular price charged to other parties.

(c) Sublicensing Fees. Sublicensing Fees equal to a percentage of any revenue not based on product sales that LICENSEE or SUBLICENSEES (or a designee) is due from or receives from SUBLICENSEES or assignees in consideration for rights under or relating to the PATENT RIGHTS (e.g., license issue fees, maintenance or annual minimum fees, milestone payments, other royalties), but excluding, (a) amounts received for the purchase of securities; (b) payments of loans or other debt obligations, (c) payments made as a reimbursement of costs incurred, such as for patent prosecution costs, (d) amounts received to cover research and development activities related to actual or potential LICENSED PRODUCTS or LICENSED PROCESSES after the effective date of the sublicense agreement, and (e) amounts attributable to intellectual property other than the LICENSED PATENTS, as follows:

1) [XXX] if the sublicense is entered into on or after the EFFECTIVE DATE and before [XXX];

2) [XXX] if the sublicense is entered into at or after [XXX] and before [XXX]; and

3) [XXX] if [XXX] into at or after [XXX].

(d) Back Patent Costs. Within fourteen (14) days from complete execution of this Agreement, LICENSEE shall pay MICHIGAN all of the Back Patent Costs which are [XXX] as of March 10, 2016.

(e) Minimum Annual Royalties. Beginning with the FIRST COMMERCIAL SALE, Minimum Annual Royalties are due for each calendar year within sixty (60) days following the end thereof. Minimum Annual Royalties shall be credited against Running Royalties (and, if paid first, Running Royalties shall be credited against Minimum Annual Royalties) due on NET SALES made during the calendar year for which the Minimum Annual Royalties apply. Minimum Annual Royalties paid in excess of Running Royalties shall not be creditable to amounts due for future years. The Minimum Annual Royalty is [XXX].

(f) Milestone Payments for LICENSED PRODUCT as follows (for the avoidance of doubt, none of these Milestone Payments shall be required to be paid more than once):

(a) [XXX]

(b) [XXX]

(c) [XXX]

(d) [XXX]

Milestone payments are non refundable and non-creditable against royalties.

(g) Change of Control. [XXX]

3.2 LICENSEE is not obligated to pay multiple royalties if any LICENSED PRODUCT or LICENSED PROCESS is covered by more than one VALID CLAIM or the same LICENSED PRODUCT is covered by VALID CLAIMS in two or more countries. If LICENSEE or its AFFILIATES or SUBLICENSEE enters into a license agreement with a third party that LICENSEE reasonably determines is necessary and procured for the commercialization of a LICENSED PRODUCT or LICENSED PROCESS and according to such license agreement a royalty must be paid to the third party by LICENSEE or its AFFILIATE or SUBLICENSEE based upon commercialization of a LICENSED PRODUCT or LICENSED PROCESS, then the royalty otherwise payable to MICHIGAN pursuant to Section 3.1 may be reduced by [XXX] of the applicable third party royalty; provided that, in no instance shall the royalty payable to MICHIGAN by LICENSEE ever be reduced below [XXX] of the otherwise applicable royalty.

3.3 Royalty payments shall be made to “The Regents of the University of Michigan” in United States dollars. Payments drawn directly on a U.S. bank may be made by either check to the address in Article 12 or by wire transfer. Any payment drawn on a foreign bank or foreign branch of a U.S. bank shall be made only by wire transfer. Wire transfers shall be made in accordance with the following or any other instructions as may be specified by MICHIGAN. In computing royalties, LICENSEE shall convert any revenues it receives in foreign currency into its equivalent in United States dollars at the most recent exchange rate published in the Wall Street Journal on the last business day of the ROYALTY PERIOD during which such payments are received by LICENSEE, or at such other exchange rate as the parties may agree to in writing.

3.4 Royalty payments shall be made on a semi-annual basis with submission of the reports required by Article 4. All amounts due under this Agreement, including amounts due for the payment of patent expenses, shall, if overdue, be subject to a charge of interest [XXX] until payment, [XXX] above the prime rate in effect at the JP Morgan Chase Bank, N.A. or its successor bank on the due date (or at the highest allowed rate if a lower rate is required by law) or [XXX], whichever is greater. The payment of such interest shall not foreclose MICHIGAN from exercising any other rights it may have resulting from any late payment. LICENSEE shall reimburse MICHIGAN for the costs, including reasonable attorney fees, for expenses paid in order to collect any amounts overdue more than 120 days.

3.5 All payments made under this Agreement are and shall be non-refundable. MICHIGAN shall have no obligation whatsoever to pay, return, credit, or refund any amounts paid hereunder, except as may be specifically provided herein. By way of example only, notwithstanding the deductions permitted to NET SALES, MICHIGAN shall have no obligation to pay any amounts to LICENSEE even if such deductions should result in a negative amount for NET SALES in any given ROYALTY PERIOD.

3.6 The payments required to be paid by LICENSEE to MICHIGAN pursuant to this agreement may be paid with deduction for taxes withheld under the LICENSEE’s or, if applicable, its SUBLICENSEE’s applicable domestic law. LICENSEE will reasonably assist MICHIGAN to obtain full benefit of any applicable tax treaty to reduce the amount of such withheld taxes. MICHIGAN shall be responsible for the payment of all taxes, duties, levies, and other charges imposed by any taxing authority with respect to the royalties payable to MICHIGAN under this agreement. LICENSEE may withhold or deduct any portion of the payments due to MICHIGAN required under applicable law or regulation of any government entity or authority. LICENSEE shall cooperate reasonably with MICHIGAN in the event MICHIGAN elects to assert, at its own expense, any exemption from any such tax or deduction.

ARTICLE 4 - REPORTS

4.1 Until the FIRST COMMERCIAL SALE, by July 31 of each year LICENSEE shall provide to MICHIGAN a written annual report that includes reports on progress since the prior annual report and general future plans regarding: research and development, regulatory approvals, manufacturing, sublicensing, marketing and SALES. Further, LICENSEE shall

specifically report to MICHIGAN the FIRST COMMERCIAL SALE within sixty (60) days thereafter, and provide a brief description of the products or services subject of the FIRST COMMERCIAL SALE, and terms thereof.

4.2 After the FIRST COMMERCIAL SALE, LICENSEE shall provide semi-annual reports to MICHIGAN. Specifically, as of the end of each ROYALTY PERIOD (and delivered within sixty (60) days after such ROYALTY PERIOD closes, including the close of the ROYALTY PERIOD immediately following any termination of this Agreement), LICENSEE shall report to MICHIGAN for the applicable ROYALTY PERIOD:

(a) number of LICENSED PRODUCTS sold, leased, or distributed, however characterized, by LICENSEE and each SUBLICENSEE.

(b) NET SALES, excluding the deductions provided therefor, of LICENSED PRODUCTS SOLD by LICENSEE and all SUBLICENSEES.

(c) a description and accounting for all LICENSED PROCESSES SOLD, by LICENSEE and all SUBLICENSEES included in NET SALES, excluding the deductions therefor.

(d) deductions applicable as provided in the definition for NET SALES above, and an explanation of the rationale(s) therefor.

(e) Sublicense Fees due on payments from SUBLICENSEES under Paragraph 3.1 above, including supporting figures.

(f) foreign currency conversion rate and calculations (if applicable) and total royalties due.

(g) each milestone under Article 3 or Article 5 having a deadline during the ROYALTY PERIOD, and a specific identification of whether or not it was achieved.

(h) for each sublicense or amendment thereto completed in the particular ROYALTY PERIOD (including agreements under which LICENSEE will have LICENSED PRODUCTS made by a third party): names, addresses, and U.S.P.T.O. Entity Status (as discussed in Paragraph 4.5) of such SUBLICENSEE; the date of each agreement and amendment; the territory of the sublicense; the scope of the sublicense; and the nature, timing and amounts of all fees, royalties to be paid thereunder.

(i) progress on research and development, regulatory approvals, manufacturing, sublicensing, marketing and SALES, and general plans for the future.

(j) the date of first SALE of LICENSED PRODUCTS (or results of LICENSED PROCESSES) in each country and the circumstances thereof.

LICENSEE shall include the amount of all payments due, and the various calculations used to arrive at those amounts, including the quantity, description (nomenclature and type designation as described in Paragraph 4.3 below), country of manufacture and country of SALE or use of LICENSED PRODUCTS and LICENSED PROCESSES.

If no payment is due, LICENSEE shall so report to MICHIGAN that no payment is due. Failure to provide reports as required under this Article 4 shall be a material breach of this Agreement. LICENSEE agrees to reasonably cooperate with MICHIGAN regarding any questions it may have relating to compliance with this Agreement, for example to discuss the information in reports.

4.3 LICENSEE shall promptly establish and consistently employ a system of specific nomenclature and type designations for LICENSED PRODUCTS and LICENSED PROCESSES to permit identification and segregation of various types where necessary, and shall require the same of SUBLICENSEES.

4.4 LICENSEE shall keep, and shall require SUBLICENSEES to keep, true and accurate records containing data reasonably required for the computation and verification of payments due under this Agreement. LICENSEE shall and it shall require all SUBLICENSEES and those making LICENSED PRODUCTS to: (a) open such records for inspection upon reasonable notice during business hours, and no more than once per year, at MICHIGAN's sole expense, by either MICHIGAN auditor(s) or an independent certified accountant selected by MICHIGAN and reasonably acceptable to LICENSEE, for the purpose of verifying the amount of payments due, and shall provide information to MICHIGAN to facilitate such inspection; and (b) retain such records for six (6) years from date of origination.

The terms of this Article shall survive any termination of this Agreement. MICHIGAN is responsible for all expenses of such inspection, except that if any inspection reveals an underpayment greater than [XXX] of royalties due MICHIGAN, then LICENSEE shall pay all expenses of that inspection and the amount of the underpayment and interest to MICHIGAN within thirty (30) days of written notice thereof. LICENSEE shall also reimburse MICHIGAN for reasonable expenses required to collect the amount underpaid.

4.5 So that MICHIGAN may pay the proper U.S. Patent and Trademark Office fees relating to the PATENT RIGHTS, if LICENSEE, any AFFILIATE, or any SUBLICENSEE (including optionees) does not quality as a "Small Entity" under U.S. patent laws, LICENSEE shall notify MICHIGAN immediately. The parties understand that the changes to LICENSEE's, AFFILIATE's, SUBLICENSEE's, or optionees' businesses that might affect entity status include: acquisitions, mergers, hiring of a total of more than 500 total employees, sublicense agreements, and sublicense options.

ARTICLE 5 - DILIGENCE

5.1 LICENSEE shall use commercially reasonable efforts to bring one or more LICENSED PRODUCTS to market, and/or one or more LICENSED PROCESSES to commercial use, through a diligent program for utilizing the PATENT RIGHTS and to continue diligent marketing efforts throughout the life of this Agreement, in each case consistent with prudent business practices and judgment. LICENSEE has the responsibility to do all that is legally required and commercially reasonable to obtain and retain any governmental approvals to manufacture and/or sell LICENSED PRODUCTS and/or use LICENSED PROCESSES for all

relevant activities of LICENSEE and SUBLICENSEES. If the commercialization of multiple LICENSED PRODUCTS or LICENSED PROCESSES is commercially reasonable, then the requirement of this paragraph shall apply to all such LICENSED PRODUCTS and/or LICENSED PROCESSES. Further, for the sake of clarity, LICENSEE must make commercially reasonable amounts or levels of LICENSED PRODUCTS and/or LICENSED PROCESSES available.

5.2 Without limiting Paragraph 5.1, LICENSEE agrees to reach the following commercialization and research and development milestones for the LICENSED PRODUCTS and LICENSED PROCESSES (together the "MILESTONES") by the following dates:

1) [XXX]

2) [XXX]

3) [XXX]

4) [XXX]

For the purposes of this Agreement, initiation of a clinical trial shall mean that date upon which the first patient or subject is treated with a LICENSED PRODUCT under a protocol approved by an appropriate drug regulatory agency with a therapeutic agent or process that has been manufactured according to Good Manufacturing Practices (GMP) guidelines provided by the relevant regulatory agency.

5.3 LICENSEE must achieve each MILESTONE on or before the deadline dates indicated above. LICENSEE shall notify MICHIGAN within thirty (30) days after each such deadline as to whether or not such MILESTONE was met. If LICENSEE fails to meet any MILESTONE under this Article by the date of any MILESTONE deadline, LICENSEE will be deemed to be in material breach of this Agreement, and MICHIGAN may terminate the Agreement effective on ninety (90) days' written notice, unless LICENSEE achieves the MILESTONE within this ninety (90) day period.

ARTICLE 6 - SUBLICENSING

6.1 LICENSEE shall notify MICHIGAN in writing of every sublicense agreement and each amendment thereto within thirty (30) days after their execution, and indicate the name of the SUBLICENSEE, the territory of the sublicense, the scope of the sublicense, and the nature, timing and amounts of all fees and royalties to be paid thereunder, and whether or not the SUBLICENSEE has greater or fewer than 500 employees. Upon request, LICENSEE shall provide MICHIGAN with a copy of sublicense agreements.

6.2 LICENSEE shall not receive from SUBLICENSEES anything of value other than cash payments in consideration for any sublicense under this Agreement, without the express prior written permission of MICHIGAN.

6.3 Each sublicense granted by LICENSEE under this Agreement shall provide for its termination upon termination of this Agreement. Each sublicense shall terminate upon termination of this Agreement unless LICENSEE has previously assigned its rights under the sublicense to MICHIGAN and MICHIGAN has agreed at its sole discretion in writing to such assignment.

6.4 LICENSEE shall require that all sublicenses: (a) be consistent with the terms and conditions of this Agreement; (b) contain the SUBLICENSEE'S acknowledgment of the disclaimer of warranty and limitation on MICHIGAN's liability, as provided by Article 9 below; and (c) contain provisions under which the SUBLICENSEE accepts duties at least equivalent to those accepted by the LICENSEE in the following Paragraphs: 4.4 (duty to keep records), 10.1 (duty to defend, hold harmless, and indemnify MICHIGAN), 10.3 (duty to maintain insurance), 13.4 (duty to properly mark LICENSED PRODUCTS with patent notices), and 13.6 (duty to restrict the use of MICHIGAN's name).

ARTICLE 7 - PATENT APPLICATIONS AND MAINTENANCE

7.1 MICHIGAN shall have the right to control all aspects maintaining the patents that form the basis for the PATENT RIGHTS, including administrative reexaminations and reviews, disputes (including litigation) regarding inventorship and derivation, and interferences. LICENSEE shall fully cooperate with MICHIGAN in activities relating to the PATENT RIGHTS, including said activities. Upon MICHIGAN's request, to the extent permitted by law, LICENSEE shall cooperate with MICHIGAN in applying for patent term extension for any and all patents included in the PATENT RIGHTS. LICENSEE and MICHIGAN will mutually agree on the jurisdictions in which to seek such patent protection.

7.2 MICHIGAN shall notify LICENSEE of all information received by MICHIGAN relating to maintenance of the PATENT RIGHTS, and shall make reasonable efforts to allow LICENSEE to review, comment, and advise upon such information. LICENSEE shall hold such information confidential and to use the information only for the purpose of advancing MICHIGAN's PATENT RIGHTS.

7.3 LICENSEE shall reimburse MICHIGAN for all fees and costs relating to the activities described in this Article; provided, however, that LICENSEE shall not be responsible to reimburse such fees and cost relating to any country in which LICENSEE has not agreed to seek patent protection. Such reimbursement shall be made within thirty (30) days of receipt of MICHIGAN's invoice and shall be subject to the interest and other requirements specified in Article 4 above.

ARTICLE 8 - ENFORCEMENT

8.1 Each party shall promptly advise the other in writing of any known acts of potential infringement of the PATENT RIGHTS by another party. LICENSEE has the first option to police the PATENT RIGHTS against infringement by other parties within the TERRITORY and the FIELD OF USE, including those prior to the EFFECTIVE DATE. LICENSEE shall not file any suit without (a) first performing a thorough, diligent investigation of the merits of such suit, including with respect to the validity and enforceability of the PATENT RIGHTS; (b) there being reasonable legal and economic bases for doing so; and (c) notifying MICHIGAN twenty

days before any such filing. This right to police includes filing, prosecuting, and settling all infringement actions at its expense, except that LICENSEE shall make any such settlement only with the advice and consent of MICHIGAN. LICENSEE has the right to file suit using counsel of its choosing, subject to MICHIGAN's approval, which shall not be unreasonably withheld or delayed. LICENSEE may grant to third parties the right to enforce hereunder, but only with the express written permission of MICHIGAN.

8.2 If LICENSEE has complied with Paragraph 8.1, MICHIGAN shall provide reasonable assistance to LICENSEE with respect to such actions, but only if LICENSEE promptly reimburses MICHIGAN for out-of-pocket expenses incurred in connection with any such assistance rendered at LICENSEE's request or reasonably required by MICHIGAN, including but not limited to expenses incurred in complying with discovery duties. MICHIGAN retains the right to participate, with counsel of its own choosing and at its own expense, in any action under this Article. LICENSEE shall defend, indemnify and hold harmless MICHIGAN with respect to any claims asserted by an alleged infringer reasonably related to the enforcement of the PATENT RIGHTS under this Article, including but not limited to antitrust counterclaims and claims for recovery of attorney fees.

8.3 MICHIGAN and its employees have a vital interest in lawsuits relating to the validity and enforceability of the PATENT RIGHTS. If a third party files a suit, including as a counterclaim, alleging that any of the PATENT RIGHTS is invalid or unenforceable, then the parties shall jointly control the defense of such claim. Each party shall consult with the other with respect to the defense of such claim, and shall reasonably consider the other party's input. In furtherance of such joint control, at the onset of such claim and as reasonable during the pendency of any such claim, the parties shall meet and confer in good faith to set a plan for handling the defense thereof. The parties expect that in general (a) LICENSEE will have the right to lead daily activities, including but not limited to discovery, relating to the defense and (b) the parties would make joint filings. Notwithstanding, in the event that the parties cannot agree on how to proceed with respect to such claim, MICHIGAN shall have the right to control the defense thereof on either a temporary or permanent basis. LICENSEE shall be responsible for the reasonable costs and fees associated with the activities under this Paragraph 8.3. The parties shall consider reasonable controls on costs and fees as part of an aforementioned meet and confer with respect to the handling of the defense. Notwithstanding, if a third party asserts jurisdiction for any such action solely as the result of acts of MICHIGAN, then MICHIGAN shall be responsible for such reasonable costs and fees. LICENSEE shall have the right to offset [XXX] of any fees it is responsible for under this Section 8.3 from payments it is required to make to MICHIGAN under Section 3.1 hereof.

8.4 If LICENSEE or MICHIGAN recovers damages in patent litigation or settlement thereof, the award shall be applied first to satisfy LICENSEE's (to the extent not offset in accordance with Section 8.3) and MICHIGAN's reasonable expenses and legal fees for the litigation. The remaining balance shall be divided equally between LICENSEE and MICHIGAN. This provision shall control the division of revenues where a sublicense, covenant not to sue, or assignment of rights is granted as part of a settlement of such lawsuit (including prospective rights).

ARTICLE 9 - NO WARRANTIES; LIMITATION ON MICHIGAN'S LIABILITY

9.1 MICHIGAN makes no representations or warranties that any claim within the PATENT RIGHTS is or will be held valid, patentable, or enforceable, or that the manufacture, importation, use, offer for SALE, SALE or other distribution of any LICENSED PRODUCTS or LICENSED PROCESSES will not infringe upon any patent or other rights.

9.2 **MICHIGAN** MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO DESIGN, DEVELOPMENT, MANUFACTURE, USE, **SALE** OR OTHER DISPOSITION BY **LICENSEE** OR **SUBLICENSEES** OF **LICENSED PRODUCTS** OR **LICENSED PROCESSES. LICENSEE** AND **SUBLICENSEES** ASSUME THE ENTIRE RISK AS TO PERFORMANCE OF **LICENSED PRODUCTS** AND **LICENSED PROCESSES.**

9.3 In no event shall MICHIGAN be responsible or liable for any direct, indirect, special, incidental, or consequential damages or lost profits or other economic loss or damage with respect to LICENSED PRODUCTS LICENSED PROCESSES, or the PATENT RIGHTS to LICENSEE, SUBLICENSEES or any other individual or entity regardless of legal or equitable theory. The above limitations on liability apply even though MICHIGAN may have been advised of the possibility of such damage.

9.4 LICENSEE shall not make any statements, representations or warranties whatsoever to any person or entity, or accept any liabilities or responsibilities whatsoever from any person or entity that are inconsistent with any disclaimer or limitation included in this Article 9.

ARTICLE 10 - INDEMNITY; INSURANCE

10.1 LICENSEE shall defend, indemnify and hold harmless and shall require SUBLICENSEES to defend, indemnify and hold harmless MICHIGAN for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses), resulting from, but not limited to, death, personal injury, illness, property damage, economic loss or products liability, including errors and omissions, arising from or in connection with, any of the following: (1) Any manufacture, use, SALE or other disposition by LICENSEE, SUBLICENSEES or transferees of LICENSED PRODUCTS or LICENSED PROCESSES; (2) The use by any person of LICENSED PRODUCTS made, used, sold or otherwise distributed by LICENSEE or SUBLICENSEES; and (3) The use or practice by LICENSEE or SUBLICENSEES of any invention or computer software related to the PATENT RIGHTS.

10.2 MICHIGAN is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such claims, demands, damages, losses and expenses under Paragraph 10.1 above. LICENSEE shall not settle any such legal action with an admission of liability of MICHIGAN without MICHIGAN's written approval.

10.3 Prior to any distribution or commercial use of any LICENSED PRODUCT or use of any LICENSED PROCESS by LICENSEE, LICENSEE shall purchase and maintain in effect commercial general liability insurance, product liability insurance, and errors and omissions insurance which shall protect LICENSEE and MICHIGAN with respect to the events covered by Paragraph 10.1, and LICENSEE shall require the same of any SUBLICENSEE. Each such insurance policy must provide reasonable coverage for all claims with respect to any LICENSED PROCESS used and any LICENSED PRODUCTS manufactured, used, sold, licensed or otherwise distributed by LICENSEE — or, in the case of a SUBLICENSEE's policy, by said SUBLICENSEE — and must specify MICHIGAN as an additional insured. LICENSEE shall furnish certificate(s) of such insurance to MICHIGAN, upon request.

10.4 In no event shall either party hereunder be liable to the other for any special, indirect, or consequential damages of any kind whatsoever resulting from any breach or default of this Agreement.

ARTICLE 11 - TERM AND TERMINATION

11.1 If LICENSEE ceases to operate its business, or if it files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against LICENSEE that is not dismissed within sixty days after the filing thereof, make a general assignment for the benefit of creditors or liquidates or dissolves, this Agreement shall immediately terminate upon MICHIGAN's attempt to deliver a termination notice to the address for notices provided herein. If LICENSEE makes or attempts to make an assignment for the benefit of creditors, or if proceedings in voluntary or involuntary bankruptcy or insolvency are instituted on behalf of or against LICENSEE, or if a receiver or trustee is appointed for the property of LICENSEE, this Agreement shall automatically terminate. LICENSEE shall notify MICHIGAN of any such event mentioned in this Paragraph as soon as reasonably practicable, and in any event within five days after any such event.

11.2 If LICENSEE fails to make any payment due to MICHIGAN, other than amounts subject to a bona fide dispute, upon thirty (30) days' written notice by MICHIGAN, this Agreement shall automatically terminate unless MICHIGAN specifically extends such date in writing or such unpaid amount is paid to MICHIGAN within such thirty (30) day period. Such termination shall not foreclose MICHIGAN from collection of any amounts remaining unpaid or seeking other legal relief.

11.3 Upon any material breach or default of this Agreement by LICENSEE (other than as specifically provided herein, the terms of which shall take precedence over the handling of any other material breach or default under this Paragraph), MICHIGAN has the right to terminate this Agreement effective on ninety (90) days' written notice to LICENSEE. Such termination shall become automatically effective upon expiration of the thirty-day period unless LICENSEE cures the material breach or default before the period expires.

11.4 LICENSEE has the right to terminate this Agreement at any time on sixty (60) days' written notice to MICHIGAN if LICENSEE prior to the termination date:

(a) pays all amounts due MICHIGAN through the effective date of the termination;

(b) submits a final report of the type described in Paragraph 4.2;

(c) returns any patent documentation (including that exchanged under Article 7) and any other confidential or trade-secret materials provided to LICENSEE by MICHIGAN in connection with this Agreement, or, with prior approval by MICHIGAN, destroys such materials, and certifies in writing that such materials have all been returned or destroyed; and

(d) suspends its manufacture, use and SALE of the LICENSED PROCESS(ES) and LICENSED PRODUCT(S).

11.5 Upon any termination of this Agreement, and except as provided herein to the contrary, all rights and obligations of the parties hereunder shall cease, except any previously accrued rights and obligations and further as follows: (a) obligations to pay royalties and other sums, or to transfer equity or other consideration, accruing hereunder up to the day of such termination, whether or not this Agreement provides for a number of days before which actual payment is due and such date is after the day of termination and whether or not a required funding event or other stock transfer trigger has yet been met; (b) MICHIGAN's rights to inspect books and records as described in Article 4, and LICENSEE's obligations to keep such records for the required time; (c) any cause of action or claim of LICENSEE or MICHIGAN accrued or to accrue because of any breach or default by the other party hereunder; (d) the provisions of Articles 1, 9, 10, and 13; and (e) all other terms, provisions, representations, rights and obligations contained in this Agreement that by their sense and context are intended to survive until performance thereof by either or both parties.

Termination by either party hereunder shall not alter or affect any other rights or relief that either party may be entitled to under law.

11.6 Upon termination of this Agreement, if LICENSEE has filed patent applications or obtained patents to any modification or improvement to LICENSED PRODUCTS or LICENSED PROCESSES within the scope of the PATENT RIGHTS, LICENSEE agrees upon request to enter into good faith negotiations with MICHIGAN or MICHIGAN's future licensee(s) for the purpose of granting licensing rights to said modifications or improvements in a timely fashion and under commercially reasonable terms.

11.7 If LICENSEE or a SUBLICENSEE, or any affiliate thereof, asserts the invalidity or unenforceability of any claim included in the PATENT RIGHTS, including by way of litigation or administrative proceedings, either directly or through any other party, then MICHIGAN shall have the right to immediately terminate this Agreement upon written notice to LICENSEE.

ARTICLE 12 - NOTICES

12.1 Any notice, request, or report required or permitted to be given or made under this Agreement by either party is effective when mailed if sent by recognized overnight carrier, certified or registered mail, or electronic mail followed by confirmation by U.S. mail, to the address set forth below or such other address as such party specifies by written notice given in conformity herewith. Any notice, request, or report not so given is not effective until actually received by the other party.

To MICHIGAN:

Office of Technology Transfer
University of Michigan
1600 Huron Parkway, 2nd Floor
Ann Arbor, MI 48109-2590

To LICENSEE:

Solid GT, LLC
One Broadway
Cambridge, MA 02142
Attention: Ilan Ganot, CEO

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 This Agreement shall be governed by and construed under the laws of the state of Michigan without regard for principles of choice of law, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted. Any claims, demands, or actions asserted against MICHIGAN, its Regents, fellows, officers, employees or agents shall only be brought in the Michigan Court of Claims. LICENSEE, its successors, and assigns consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the state of Michigan with respect to any claims arising under this agreement or the relationship between the parties.

13.2 MICHIGAN and LICENSEE agree that this Agreement sets forth their entire understanding concerning the subject matter of this Agreement. The parties may amend this Agreement from time to time, such as to add new rights, but no modification will be effective unless both MICHIGAN and LICENSEE agree to it in writing.

13.3 If a court of competent jurisdiction finds any term of this Agreement invalid, illegal or unenforceable, that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality or unenforceability, and without in any way affecting or impairing the remaining terms.

13.4 LICENSEE agrees to mark the LICENSED PRODUCTS sold in the United States with all applicable United States patent numbers as necessary to meet the requirements of 35 U.S.C. 287 so that the full benefits of patent enforcement may be realized. All LICENSED PRODUCTS shipped to or sold in other countries shall be marked to comply with the patent laws and practices of the countries of manufacture, use and SALE.

13.5 No waiver by either party of any breach of this Agreement, no matter how long continuing or how often repeated, is a waiver of any subsequent breach thereof, nor is any delay or omission on the part of either party to exercise or insist on any right, power, or privilege hereunder a waiver of such right, power or privilege. In no event shall any waiver be deemed valid unless it is in writing and signed by an authorized representative of each party.

13.6 LICENSEE shall, and shall require its affiliates to, refrain from using and to require SUBLICENSEES to refrain from using the name of MICHIGAN or its employees in publicity or advertising without the prior written approval of MICHIGAN. Reports in scientific literature and presentations of joint research and development work are not publicity. Notwithstanding this provision, without prior written approval of MICHIGAN, LICENSEE and SUBLICENSEES

may state publicly that LICENSED PRODUCTS and PROCESSES were developed by LICENSEE based upon an invention(s) developed at the University of Michigan and/or that the PATENT RIGHTS were licensed from the University of Michigan.

13.7 LICENSEE agrees to comply with all applicable laws and regulations, including but not limited to all United States laws and regulations controlling the export of commodities and technical data. LICENSEE shall be solely responsible for any violation of such laws and regulations involving LICENSEE or its SUBLICENSEES, and to defend, indemnify and hold harmless MICHIGAN if any legal action of any nature results from any such violation.

13.8 The relationship between the parties is that of independent contractor and contractee. Neither party is an agent of the other in connection with the exercise of any rights hereunder, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

13.9 LICENSEE may not assign this Agreement without the prior written consent of MICHIGAN and shall not pledge any of the license rights granted in this Agreement as security for any creditor. Any attempted pledge of any of the rights under this Agreement or assignment of this Agreement without the prior consent of MICHIGAN will be void from the beginning. No assignment by LICENSEE will be effective until the intended assignee agrees in writing to accept all of the terms and conditions of this Agreement, and such writing is provided to MICHIGAN. Notwithstanding the foregoing, LICENSEE may, without MICHIGAN's consent, assign its rights under this Agreement to a purchaser of all or substantially all of LICENSEE's business relating to the subject matter of this Agreement, so long as (a) LICENSEE is not in breach of this Agreement and (b) such assignee provides a statement in writing to MICHIGAN that it agrees to accept all the terms and conditions of this Agreement (including obligations existing as of the time of such assignment) in the place of LICENSEE.

13.10 If the registration, recordation, or reporting to a national or supranational agency of this Agreement, its terms, or assignment thereof is or becomes required or advisable (e.g., as a prerequisite to enforceability of the Agreement in such nation), LICENSEE shall, at its expense, promptly undertake such action. LICENSEE shall provide prompt notice thereof to MICHIGAN along with copies of relevant documentation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

FOR LICENSEE: SOLID GT, LLC		FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN	
By	/s/ Ilan Ganot (authorized representative)	By	/s/ Ruth L. Rasor Ruth L. Rasor Managing Director of Licensing UM Technology Transfer
Printed Name	Ilan Ganot		
Title	CEO		
Date	3/11/16	Date	14 March 2016

CONFIDENTIAL TREATMENT REQUESTED

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("AGREEMENT") is made and entered into this 15th day of October 2015 ("EFFECTIVE DATE"), by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri ("UNIVERSITY") and Solid GT, LLC having offices at One Broadway Street, Cambridge, MA 02142 ("LICENSEE"). UNIVERSITY and LICENSEE may sometimes be referred to herein as a "PARTY" or "PARTIES" as the case may be.

WHEREAS, UNIVERSITY has an ownership interest in certain PATENT RIGHTS as defined herein related to [XXX]; and

WHEREAS, the PATENT RIGHTS were developed under a research program sponsored by NIH. Therefore, this AGREEMENT is subject to the terms and conditions of the Bayh-Dole Act, Public Law 96-517 and 98-620 as amended; and

WHEREAS, LICENSEE is desirous of obtaining a license to practice the PATENT RIGHTS under the terms and conditions of this AGREEMENT; and

WHEREAS, UNIVERSITY is desirous of granting such a license to LICENSEE in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, representations and warranties contained herein, the PARTIES agree as follows:

Article I. DEFINITIONS

Section 1.01 "IMPROVEMENTS" shall mean any modification, enhancement, or improvement to an invention described in the PATENT RIGHTS which is owned by, licensed to, or otherwise controlled by LICENSEE that (1) would be infringed, either directly or indirectly, by the practice of an invention claimed in the PATENT RIGHTS; or (2) if not for the license granted under this AGREEMENT, would infringe, either directly or indirectly, one or more claims of the PATENT RIGHTS.

Section 1.02 "LICENSED FIELD" means the following business areas: Treatment of Duchene Muscular Dystrophy and other disease indications resulting from a lack of functional dystrophin.

Section 1.03 "LICENSED PRODUCT" means any product, apparatus, kit, composition, or component thereof (a) whose use, sale, offer for sale, or importation of which is covered, in whole or in part, by any VALID CLAIM contained in the PATENT RIGHTS or (b) which is made by any method, procedure, process, or step which is covered, in whole or in part, by any VALID CLAIM contained in the PATENT RIGHTS.

Section 1.04 "LICENSED TERRITORY" means worldwide.

Section 1.05 “NET SALES” means the amount billed or invoiced for the SALE of LICENSED PRODUCTS, less:

(a) Customary trade, quantity or cash discounts;

(b) Amounts repaid or credited by reason of rejection or return;

(c) Charges for transportation or delivery to be paid by or on behalf of LICENSEE’s customer, to the extent such charges are separately stated on purchase orders, invoices or other documents of SALE; and

(d) Sales, tariff duties and/or use taxes directly imposed and with reference to particular SALES.

In calculating NET SALES, no deductions shall be made for commissions paid to individuals whether they are with independent sales agencies or regularly employed by LICENSEE and on its payroll, or for cost of collections. In the event LICENSEE SELLS a LICENSED PRODUCT to a third party in a bona fide arm’s length transaction, for consideration, in whole or in part, other than cash, then the NET SALES price for such LICENSED PRODUCT shall be deemed to be the standard invoice price then being invoiced by LICENSEE in an arm’s length transaction with similar entities and in the absence of such standard invoice price, then the reasonable fair market value of the LICENSED PRODUCT. For the purposes of calculating NET SALES, LICENSEE’s SALES to a SUBLICENSEE under this AGREEMENT for end use (but not resale) by the SUBLICENSEE shall be treated as SALES by LICENSEE at the greater of the (i) billed/invoiced price of LICENSEE the SUBLICENSEE or (ii) the billed/invoiced price that LICENSEE would have charged a third party in a bona fide arm’s length transaction. For the purposes of calculating NET SALES, LICENSEE’s SALES to a SUBLICENSEE under this AGREEMENT for resale to end users by the SUBLICENSEE shall be treated as SALES at the billed/invoiced price to the end users of SUBLICENSEE.

Section 1.06 “NON-COMMERCIAL RESEARCH PURPOSES” means the use or practice of the PATENT RIGHTS for research, teaching, educational, or academic purposes which are undertaken at UNIVERSITY or at a non-profit, academic, educational, or governmental institution. Without limiting the foregoing, NON-COMMERCIAL RESEARCH PURPOSES includes the use or practice of the PATENT RIGHTS for research (including sponsored research) that leads, or may lead, to patentable or unpatentable inventions that may be licensed or otherwise transferred, either directly or indirectly, to third parties.

Section 1.07 “PATENT RIGHTS” means UNIVERSITY’S rights in any of the following: (i) [XXX] and (ii) [XXX]; (collectively (i), (ii), are the “PATENT APPLICATIONS”); and (iii) any provisional, non-provisional, divisional, continuation (but not continuations-in-part), extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection claiming priority to or from the PATENT APPLICATIONS; and (iv) any corresponding foreign applications or patents thereof. All of the foregoing will be automatically incorporated in and added to this AGREEMENT and shall periodically be added to Appendix A attached to this AGREEMENT and made part thereof.

Section 1.08 “ROYALTY PERIOD(S)” means the three-month periods ending on March 31, June 30, September 30, and December 31.

Section 1.09 “SALE”, “SELL”, or “SOLD” means the sale, use, transfer, distribution or disposition of a LICENSED PRODUCT for value to a third party.

Section 1.10 “SUBLICENSEE” means any person or entity to whom LICENSEE transfers any right or interest granted to LICENSEE by UNIVERSITY under this Agreement.

Section 1.11 “VALID CLAIM” means either (a) a claim of an issued patent that has not been held unenforceable or invalid by an agency or a court of competent jurisdiction in any unappealable or unappealed decision or (b) a claim of a pending patent application that has not been abandoned or finally rejected without the possibility of appeal or refiling and that has been pending for less than ten (10) years from its priority date.

Article II. GRANT

Section 2.01 Grant. Subject to the terms and conditions of this AGREEMENT, UNIVERSITY hereby grants to LICENSEE and LICENSEE accepts a royalty-bearing, exclusive license under the PATENT RIGHTS to make, have made, use, SELL, have SOLD, import, distribute, or otherwise transfer LICENSED PRODUCTS within the LICENSED TERRITORY for use within LICENSED FIELD for a term as set forth in Section 10.01 unless this AGREEMENT shall be sooner terminated according to the terms hereof. For the avoidance of doubt, this grant is subject to the rights retained by UNIVERSITY in Section 2.03, UNIVERSITY’S publication rights in Section 2.06, and any rights of the GOVERNMENT as set forth in Section 2.07.

Section 2.02 Sublicenses. The license granted in Section 2.01 above shall include the right to grant written sublicenses, subject to UNIVERSITY’S prior written approval which approval shall not be unreasonably withheld. SUBLICENSEE shall have no right to grant further sublicenses without written consent from University, where such consent is within University’s sole discretion. In determining whether to approve a sublicense (or any amendment thereto), UNIVERSITY will consider, among other things, whether the provisions of the proposed sublicense arc consistent with and similar to those required of LICENSEE by this AGREEMENT. All sublicenses must comply with the following:

(a) LICENSEE shall deliver to UNIVERSITY a true and correct copy of each fully executed sublicense granted by LICENSEE, and any modification or termination thereof, within thirty (30) days after execution, modification, or termination.

(b) LICENSEE shall deliver to UNIVERSITY copies of all reports due to LICENSEE from SUBLICENSEE within thirty (30) days receipt of such reports by LICENSEE.

(c) LICENSEE shall, at such times as UNIVERSITY directs and at UNIVERSITY’S request, permit the inspection of SUBLICENSEE’s records by UNIVERSITY’s auditors or an independent certified public accountant selected by UNIVERSITY under the terms of Section 4.05.

(d) No sublicense shall relieve LICENSEE of its representations, warranties, or obligations under this AGREEMENT. LICENSEE shall be responsible to UNIVERSITY for the performance of its SUBLICENSEES under each sublicense agreement granting rights to any PATENT RIGHTS. LICENSEE shall collect and guarantee all payments due UNIVERSITY from any SUBLICENSEE.

(e) Any sublicense granted by LICENSEE to a SUBLICENSEE shall incorporate all of the representations, warranties, terms, conditions, and obligations of this AGREEMENT, which shall be binding upon each SUBLICENSEE as if such SUBLICENSEE were a party to this AGREEMENT. LICENSEE shall require that any sublicense agreement:

(i) be consistent with the terms, conditions, covenants, warranties, representations, limitations, obligations, and duties of LICENSEE under this AGREEMENT;

(ii) prohibit the SUBLICENSEE from granting further sublicenses without written consent from UNIVERSITY, where such consent is within UNIVERSITY's sole discretion; and

(iii) contain express provisions under which the SUBLICENSEE expressly accepts duties and obligations at least equivalent to those accepted by the LICENSEE in the following sections of this AGREEMENT: Section 2.03 (reserved rights), Section 2.04 (license to University), Section 2.06 (publication), Section 2.07 (governmental rights), Section 3.07 (challenge to patent rights), Section 4.03 (reporting), Section 4.05 (records), Section 6.01 (indemnity), Section 6.02 (insurance); Section 6.03 (disclaimer of warranties), Section 6.04 (damages exclusion/ limitation of remedies), Section 6.06 (sublicenses) Section 7.03 (entity status), Section 10.05 (assignment of sublicenses), Section 11.01 (marking), Section 11.02 (compliance with laws / export controls), Section 11.03 (university name), and Section 11.11 (severability).

(f) If any sublicense agreement granting any rights to the PATENT RIGHTS does not comport with above requirements in this Section 2.02(e), then that agreement shall be invalid, unenforceable, and void.

(g) Upon any termination of this AGREEMENT, all SUBLICENSEE's rights shall also terminate except as set forth in Section 10.05 (assignment of sublicenses).

Section 2.03 Reserved Rights. UNIVERSITY reserves the right to make, use or otherwise practice the PATENT RIGHTS for NON-COMMERCIAL RESEARCH PURPOSES and to grant nonexclusive licenses to non-profit, academic, educational, or governmental institutions a royalty-free right to make, use or otherwise practice the PATENT RIGHTS for NON-COMMERCIAL RESEARCH PURPOSES. UNIVERSITY also reserves the right to transfer tangible research materials and intangible materials incorporating the PATENT RIGHTS to other non-profit, academic, educational, or governmental institutions for such NON-COMMERCIAL RESEARCH PURPOSES. LICENSEE agrees that, notwithstanding any other provision of this AGREEMENT, that LICENSEE has no right to enforce the PATENT RIGHTS against UNIVERSITY or any nonprofit, academic, educational, or governmental institution with respect to such use or practice for NON-COMMERCIAL RESEARCH PURPOSES.

Section 2.04 License to University. LICENSEE hereby grants to UNIVERSITY, a nonexclusive, royalty-free, irrevocable, paid-up license, with the right to grant sublicenses to non-profit, academic, educational, or governmental institutions, to practice and use IMPROVEMENTS solely for NON-COMMERCIAL RESEARCH PURPOSES.

Section 2.05 License Scope. The license granted herein shall not be construed to confer any rights upon LICENSEE by implication, estoppel or otherwise as to any technology not specifically set forth in PATENT RIGHTS. UNIVERSITY shall be free to grant commercial licenses to the PATENT RIGHTS to third parties in all fields outside the LICENSE FIELD and/or outside the LICENSED TERRITORY.

Section 2.06 Publication. LICENSEE agrees that UNIVERSITY shall have a right to publish any research results or technical data related to or arising out of the PATENT RIGHTS in accordance with UNIVERSITY's general policies and that this AGREEMENT shall not restrict, in any fashion, UNIVERSITY's right to publish.

Section 2.07 Governmental Rights. LICENSEE understands that the PATENT RIGHTS were developed under a funding agreement with the Government of the United States of America ("GOVERNMENT") and that the GOVERNMENT may have certain rights relative thereto. Thus, notwithstanding anything hereunder, any and all licenses and other rights granted hereunder are limited by and subject to the rights and requirements of the GOVERNMENT which may arise out of its sponsorship of the research which led to the conception or reduction to practice of the PATENT RIGHTS. The GOVERNMENT is entitled, as a right, under the provisions of 35 U.S.C. §§ 200-212 and applicable regulations of Title 37 of the Code of Federal Regulations: (i) to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on the behalf of the GOVERNMENT any of the PATENT RIGHTS throughout the world and (ii) to exercise march in rights on PATENT RIGHTS. This AGREEMENT shall be exclusive, to the extent allowed in accordance with Public Laws 96-517 and 98-620 in the LICENSED FIELD and is explicitly made subject to the GOVERNMENT's rights under such GOVERNMENT funding agreement and any applicable law or regulation. If there is a conflict between the GOVERNMENT funding agreement, applicable law or regulation and this AGREEMENT, the terms of the GOVERNMENT funding agreement, applicable law or regulation shall prevail. LICENSEE agrees to take any actions necessary to enable UNIVERSITY to satisfy its obligations with the GOVERNMENT relating to the PATENT RIGHTS. LICENSEE agrees, during the period of exclusivity of this license in the United States, that any LICENSED PRODUCT produced for SALE in the United States will be manufactured substantially in the United States as required by 35 U.S.C. § 204.

Article III. PAYMENTS

Section 3.01 License Payments: In consideration of rights granted by UNIVERSITY to LICENSEE under this AGREEMENT, LICENSEE will pay UNIVERSITY the following:

(a) License Execution Payment. LICENSEE shall pay to UNIVERSITY a nonrefundable license execution fee in the amount of [XXX], due and payable when this AGREEMENT is fully executed.

(b) Annual Maintenance Fee. LICENSEE shall pay to UNIVERSITY an annual license maintenance fee ("ANNUAL MAINTENANCE FEE"). This ANNUAL MAINTENANCE FEE shall be due on the anniversary of the EFFECTIVE DATE of each

of the years specified below. However, the ANNUAL MAINTENANCE FEE will be offset by sponsored research support received by UNIVERSITY from Solid GT in the preceding applicable twelve (12) month period from the anniversary of the EFFECTIVE DATE. For example, if LICENSEE provides UNIVERSITY with $[XXX] of funding received between the EFFECTIVE DATE and the first anniversary of the EFFECTIVE DATE, then no ANNUAL MAINTENANCE FEE for 2016 shall be due and owing. If LICENSEE then provides UNIVERSITY with an additional funding of $[XXX] between the first anniversary of the EFFECTIVE DATE and the second anniversary of the EFFECTIVE DATE, then, the ANNUAL MAINTENANCE FEE for 2017 shall be $[XXX] ($[XXX]-[XXX]).

The ANNUAL MAINTENANCE FEE shall be:

(1) In 2016: [XXX];

(2) In 2017: [XXX];

(3) In 2018: [XXX]; and in each year thereafter during the term of this AGREEMENT until Minimum Annual Royalties apply.

(c) Running Royalty / Earned Royalty. LICENSEE shall pay UNIVERSITY a running royalty equal to [XXX] of NET SALES (hereinafter "SALES ROYALTY") for LICENSED PRODUCTS SOLD by LICENSEE or SUBLICENSEES. A SALES ROYALTY accrues when LICENSED PRODUCTS are invoiced or shipped, whichever occurs first.

If LICENSEE or SUBLICENSEE is required to pay royalties to one or more third parties in consideration of a license or similar right in order to make, use, or sell LICENSED PRODUCTS, LICENSEE shall be entitled to credit up to [XXX] of the amounts actually paid by LICENSEE or SUBLICENSEE to such third parties against the royalties due to UNIVERSITY under this AGREEMENT in the same ROYALTY PERIOD; provided, however, that in no event will the royalties due to UNIVERSITY, when aggregated with any other offsets and credits allowed under this AGREEMENT, be less than [XXX] of the SALES ROYALTY on NET SALES, as defined above, in any REPORTING PERIOD. For clarity, the maximum adjusted royalty in Section 3.01(c) are [XXX].

LICENSEE or its SUBLICENSEE(S) (as applicable) will promptly notify UNIVERSITY should a compulsory license be granted, or be the subject of a possible grant, by LICENSEE or a SUBLICENSEE to a third party under the applicable laws, rules, regulations, guidelines, or other directives of any governmental or supranational agency in the LICENSED TERRITORY under the PATENT RIGHTS, and the total amount payable under this Section 3.01(c) with respect to the SALES ROYALTY in such country will be adjusted to match any lower amount such third party may be allowed to pay solely with respect to the NET SALES of such LICENSED PRODUCT in such country, but not any other countries.

(d) Minimum Annual Royalty Payment. LICENSEE shall pay to UNIVERSITY a non-refundable minimum annual royalty of [XXX] due and payable beginning on the anniversary of the EFFECTIVE DATE after first commercial sale of LICENSED PRODUCTS in the United States or a European Union country. Each minimum annual royalty payment is creditable against SALES ROYALTY due UNIVERSITY during the twelve (12) month period following each date the minimum annual royalty becomes due and is subsequently paid. For the avoidance of doubt, such minimum annual royalty shall be considered a payment in advance of royalties yet to accrue.

(e) Milestone Payments. LICENSEE shall pay UNIVERSITY a milestone payment fee in accordance with the following schedule for each LICENSED PRODUCT developed.

Event		Amount
Milestone A:	[XXX]	$[XXX]
Milestone B:	[XXX]	$[XXX]
Milestone C:	[XXX]	$[XXX]
Milestone D:	[XXX]	$[XXX]

Milestone fees are non-refundable. Royalty payments in a given license year shall not be creditable against any milestone fees.

Section 3.02 Sublicense Royalties and Fees

(a) Sublicensee Earned Royalty. For the avoidance of doubt, LICENSEE shall pay to UNIVERSITY an amount for NET SALES made by SUBLICENSEES equal to what LICENSEE would have been required to pay to UNIVERSITY had LICENSEE made such NET SALES.

(b) Other Sublicensee Payments. In consideration of rights granted by UNIVERSITY to LICENSEE under this AGREEMENT, in addition to the sublicensee earned royalty of Section 3.02(a), LICENSEE further agrees to pay UNIVERSITY a specified portion of other revenue or consideration received from any SUBLICENSEE as consideration for the sublicense of PATENT RIGHTS to SUBLICENSEES as per the following schedule.

Event	Specified Portion
[XXX]	[XXX]
[XXX]	[XXX]
[XXX]	[XXX]

Such revenue or other consideration attributable to the SUBLICENSE of PATENT RIGHTS ("SUBLICENSE REVENUE") shall include, but not be limited to, all option fees, license issue fees (up-front payments), license maintenance fees, milestone payments, payments for equity in excess of fair market value, joint marketing fees and research and development funding in excess of LICENSEE's cost of performing such research and development (other than the earned royalty specified in Section 3.02(a)). In the event that LICENSEE agrees to receive only equity at fair market value from the SUBLICENSEE for development rights and as payment for all milestone events per agreement between LICENSEE and SUBLICENSEE, UNIVERSITY is entitled to a portion of that equity equal to the specified portion percentage for sublicenses listed above or may opt to receive a cash equivalent based on the estimated fair market value at time agreement is signed. For clarity, SUBLICENSE REVENUE shall not include (1) research and development funding provided to LICENSEE by SUBLICENSEE, (2) payments made as consideration for the issuance of equity or debt securities of LICENSEE at fair market value; provided that, if a SUBLICENSEE pays more than fair market value for equity or debt securities, only the portion in excess of fair market value shall be considered revenue, and (3) payments received from SUBLICENSEE and applied to reimburse LICENSEE for any out-of-pocket expenses related to the filing, prosecution, protection, defense and maintenance of patents and patent applications.

In addition, for each LICENSED PRODUCT developed, if LICENSEE receives from a SUBLICENSEE under any sublicense a payment that constitutes SUBLICENSEE REVENUE and which payment is directly attributable to the occurrence of a milestone or event substantially equivalent to a milestone triggering a payment under Section 3.01(e), and LICENSEE has paid to UNIVERSITY the corresponding Specified Portion of the amount of SUBLICENSE REVENUE that is attributable to such payment as set forth in Section 3.02(b), then such payment to UNIVERSITY from LICENSEE shall be fully creditable against the milestone payment owing from LICENSEE to UNIVERSITY under Section 3.01(e) for that applicable milestone.

Section 3.03 How Payments are Made. All payments to UNIVERSITY pursuant to this AGREEMENT shall be paid in U.S. dollars. Conversion of foreign currency to U.S. dollars shall be made at the conversion rate existing in the United States (as reported in the in the Wall Street Journal) on the last working day of each ROYALTY PERIOD. Such payments shall be without deduction of exchange, collection or other charges. Such payments shall be made payable to The Curators of the University of Missouri and shall be mailed to the Office of Intellectual Property Administration, 475 McReynolds Hall, Columbia, MO 65211.

Section 3.04 Payment Deadlines. Unless stipulated otherwise, all payments due UNIVERSITY hereunder shall be made within thirty (30) days after the end of each ROYALTY PERIOD. Late payments shall be subject to an interest charge of one and one half percent (1.5%) per month. LICENSEE shall also be responsible for payment of all bank transfer charges.

Section 3.05 No Taxes. Taxes and/or other governmental charges or fees shall not be levied on the payments made to UNIVERSITY under this Article III and shall not be deducted from any payments due UNIVERSITY under this Article III. LICENSEE shall be responsible for any and all taxes, fees, levies, duties, or other charges imposed by the government of any country on such payments.

Section 3.06 Default Payment. In the event of default in payment of any payment owing to UNIVERSITY under the terms of this AGREEMENT, and if it becomes necessary for UNIVERSITY to engage outside legal counsel to collect such payment, LICENSEE shall pay all expenses, costs and attorneys' fees incurred by UNIVERSITY in connection therewith. Further, in the event that UNIVERSITY brings a lawsuit against a SUBLICENSEE for failure to pay any royalties or other payments due, LICENSEE shall pay all expenses, costs and attorneys' fees incurred by UNIVERSITY in connection therewith. LICENSEE shall use its best commercial efforts to enforce any SUBLICENSEE obligation or payment if the breach of that obligation or payment would be a breach of this AGREEMENT if made by LICENSEE. To the extent that LICENSEE may as to UNIVERSITY cure such breach by its own performance, *e.g.*, by making any payments due to UNIVERSITY regardless of SUBLICENSEE'S failure to pay LICENSEE, then LICENSEE shall do so at its own risk and expense.

Section 3.07 Challenge to Patent Rights. In the event that LICENSEE or one or more of its SUBLICENSEES directly or indirectly: (a) issues a press release, public announcement, news release alleging invalidity or unenforceability of any claim within the PATENT RIGHTS; or (b) asserts a claim or counterclaim in the courts or before the applicable governmental agency (*e.g.*, the United States Patent Trial and Appeal Board) seeking to attack, invalidate or render unenforceable any claim within the PATENT RIGHTS; or (c) assists a third party with either or both (a) or (b) (each of (a), (b), or (c) being a "CHALLENGE EVENT"), then LICENSEE or its SUBLICENSEE as applicable shall provide at least ninety (90) days written notice to UNIVERSITY prior to initiating such a CHALLENGE EVENT, along with a copy of any prior art which forms the basis for the CHALLENGE EVENT and a claim-by-claim detailed analysis of patent invalidity and/or unenforceability. Upon the occurrence of a CHALLENGE EVENT, UNIVERSITY, shall have the right, but not the obligation, to terminate this AGREEMENT with respect to such LICENSEE and/or SUBLICENSEE by providing written notice of the same. In the event that UNIVERSITY elects not to terminate this AGREEMENT, then all payments due under Article III by LICENSEE or SUBLICENSEE(s) as applicable shall double. Moreover, should the outcome of any such action or proceeding be unsuccessful, then LICENSEE and/or SUBLICENSEE challenging such claim shall pay (1) triple all payments after the pendency of the aforementioned action and (2) UNIVERSITY'S costs, expenses, and reasonable attorneys' fees incurred in such action. An action or proceeding shall be deemed "unsuccessful" for purposes of this Section 3.07 if: (i) the proceeding or lawsuit is terminated for any reason prior to a settlement or judgment from which no appeal can be or is taken; (ii) one or more of the claims within the PATENT RIGHTS challenged by said lawsuit remain valid and enforceable after any such settlement or judgment is in effect; or (iii) if LICENSEE would still require a license to any of the PATENT RIGHTS to sell any of its products after any such settlement or judgment is in effect. Any such judicial challenge by LICENSEE or a SUBLICENSEE shall be brought in the courts of Missouri, and LICENSEE and its SUBLICENSEE agree not to challenge personal jurisdiction in that forum. LICENSEE or such SUBLICENSEE shall not be relieved from any payments that accrue before any decision invalidating a claim within the PATENT RIGHTS or a claim not involved in such decision. LICENSEE or such SUBLICENSEE shall have no right to recoup any such payments paid before or during the period of challenge.

Article IV. REPORTING

Section 4.01 Commercialization Plan. Prior to signing this AGREEMENT, LICENSEE has provided to UNIVERSITY a written plan (hereinafter "COMMERCIALIZATION PLAN") for the LICENSED PRODUCT within the respective LICENSED FIELD and within the respective country or countries of the LICENSED TERRITORY to be introduced by LICENSEE into commercial use. The COMMERCIALIZATION PLAN shall include, without limitation: (1) planned research and development activities, (2) milestones and evidence of sufficient financial resources to successfully implement the COMMERCIALIZATION PLAN and ensure that LICENSED PRODUCT will be kept reasonably available to the public, and (3) projection of sales and proposed marketing efforts. Such COMMERCIALIZATION PLAN is incorporated as Appendix B.

Section 4.02 First Sale. LICENSEE shall report to UNIVERSITY the date of first SALE of LICENSED PRODUCTS in each country of LICENSED TERRITORY within thirty (30) days of occurrence.

Section 4.03 Reporting. Within 30 days after each ROYALTY PERIOD following the first SALE of LICENSED PRODUCT, whether SOLD by LICENSEE or its SUBLICENSEE, if any exists, LICENSEE must deliver to UNIVERSITY a true and accurate written report, even if no payments are due UNIVERSITY, giving the particulars of the business conducted by LICENSEE and its SUBLICENSEE(s) during the ROYALTY PERIOD as are pertinent to calculating payments hereunder. This report will include at least:

(a) the quantities of LICENSED PRODUCT produced or manufactured;

(b) the total NET SALES, including any deductions applicable as provided in Section 1.05;

(c) the exchange rate used;

(d) the offsets of minimum annual royalties or other offsets allowed under this AGREEMENT;

(e) the method used to calculate the royalties thereon;

(f) the total SALES ROYALTY computed and due UNIVERSITY;

(g) the royalties due UNIVERSITY on additional payments from SUBLICENSEE(s) under Section 3.02; and

(h) the names and addresses of all SUBLICENSEES of LICENSEE.

If no payment is due, LICENSEE shall so report to UNIVERSITY. An exemplary report format is set forth in Appendix C. This report shall identify the issued patents and/or patent applications under PATENT RIGHTS that cover the particular LICENSED PRODUCT being reported. LICENSEE shall direct its authorized representative to certify that reports required hereunder are correct to the best of LICENSEE's knowledge and information. Failure to provide reports as required under this Article shall be a material breach of this AGREEMENT.

LICENSEE shall provide sufficient data for UNIVERSITY to verify the royalty calculations and any reasonable additional information UNIVERSITY requires to determine LICENSEE's satisfaction of the reporting requirements hereunder or to clarify the information contained in reports provided by LICENSEE. LICENSEE shall provide such additional information to UNIVERSITY within thirty (30) days of receiving a request from UNIVERSITY. Simultaneously with the delivery of each report, LICENSEE must pay to UNIVERSITY the amount, if any, due for the period of each report.

Section 4.04 Annual Commercialization Report. On or before each anniversary of the EFFECTIVE DATE, irrespective of having a first SALE or offer for SALE, LICENSEE must deliver to UNIVERSITY a written annual report as to LICENSEE's (and any SUBLICENSEE's) efforts and accomplishments during the preceding year in diligently commercializing LICENSED PRODUCT in the LICENSED FIELD, including but not limited to,

(a) research and development expenditures and progress,

(b) regulatory filings and approvals,

(c) manufacturing,

(d) sublicensing activities,

(e) marketing and sales,

(f) jobs created,

(g) capital raised and source of funding,

(h) LICENSEE's (and, if applicable, SUBLICENSEE's) commercialization plans for the upcoming year.

LICENSEE shall also promptly provide any reasonable additional information UNIVERSITY requested to evaluate LICENSEE'S performance under this AGREEMENT.

Section 4.05 Records. LICENSEE shall keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to UNIVERSITY. The books of account shall be kept at LICENSEE's principal place of business or the principal place of business of the appropriate division of LICENSEE to which this AGREEMENT relates. The books, ledgers, records, and the supporting data shall be open at all reasonable times for five (5) years following the end of the calendar year to which they pertain, for the inspection by UNIVERSITY or its representatives for the purpose of verifying LICENSEE's royalty statements or compliance in other respects with this AGREEMENT. If the amounts due to UNIVERSITY are determined to have been underpaid, LICENSEE will pay the amount of such underpayment and interest on the amount of such underpayment with interest accumulating at the rate as set forth in Section 3.04 accruing from the date such payment was originally due to UNIVERSITY. Should such inspection lead to the discovery of a greater than [XXX] discrepancy or [XXX] or more in reporting to UNIVERSITY's detriment, LICENSEE agrees to pay the full cost of such inspection and audit.

Section 4.06 Sunshine Law. LICENSEE acknowledges that UNIVERSITY is subject to the Missouri Sunshine Act, 610 RSMo, and that all plans and reports marked "Confidential" shall be treated by UNIVERSITY as confidential to the extent permitted by law.

Article V. DUE DILIGENCE

Section 5.01 LICENSEE shall use reasonable efforts to effect introduction of the LICENSED PRODUCT into the commercial market as soon as practicable, consistent with sound and reasonable business practices and judgment; thereafter, until the expiration or termination of this AGREEMENT, LICENSEE shall keep LICENSED PRODUCT reasonably available to the public.

Section 5.02 UNIVERSITY shall have the right, at UNIVERSITY's sole discretion, to either terminate or render this license nonexclusive in an individual LICENSED FIELD and/or individual country or countries within the LICENSED TERRITORY if LICENSEE or its SUBLICENSEE (if applicable):

(a) Has not within [XXX] of the EFFECTIVE DATE [XXX], or

(b) Has not within [XXX] of the EFFECTIVE DATE [XXX], or

(c) Has not within [XXX] of the EFFECTIVE DATE [XXX].

If LICENSEE believes that it will not achieve one of the foregoing milestones, it may notify UNIVERSITY in writing in advance of the relevant deadline (a "DELAYED MILESTONE NOTICE"), which notice shall include (a) a reasonable explanation of the reasons for such failure and (b) a reasonable, detailed, written plan for promptly achieving a reasonable extended and/or amended milestone. If LICENSEE provides UNIVERSITY with a DELAYED MILESTONE NOTICE that is acceptable to UNIVERSITY in its sole discretion as documented in writing, then this Section 5.02 will be amended automatically to incorporate the extended and/or amended milestones set forth in the DELAYED MILESTONE NOTICE. If LICENSEE provides UNIVERSITY with a DELAYED MILESTONE NOTICE that is not acceptable to UNIVERSITY in its sole discretion, then UNIVERSITY may either (1) proceed with such termination or modification of this AGREEMENT or (2) negotiate revised milestones with LICENSEE.

Article VI. INDEMNITY, INSURANCE, WARRANTIES, DAMAGES

Section 6.01 Indemnity. LICENSEE shall, and will require SUBLICENSEES to, at all times during the term of this AGREEMENT and thereafter, indemnify, defend and hold UNIVERSITY, its current or former Curators, officers, employees and affiliates, harmless from any claim, proceeding, suit, demand, expense, loss, penalty, judgment, or liability of any kind whatsoever, including costs, expenses and reasonable attorneys' fees, resulting from, related to, arising out of, or in connection with (1) the design, development, production, manufacture, shipping, use, importation, SALE, advertisement, labeling, promotion, or patent marking of the LICENSED PRODUCT by LICENSEE or its SUBLICENSEES, or end users, including but not limited to (i) any infringement or misappropriation of a patent, copyright, trade secret or other intellectual

property or proprietary right of any third party or (ii) any product liability claims, such as those involving the death of or injury to any person or persons or damage to property; or (2) any breach of any obligation, covenant, representation, or warranty by LICENSEE or its SUBLICENSEES hereunder; or (3) the production, use or SALE of any product, process or service identified, characterized or otherwise developed with the aid of the PATENT RIGHTS by LICENSEE or its SUBLICENSEES; or (4) a breach or violation of applicable law by LICENSEE, or its SUBLICENSEES; or (5) the exercise of LICENSEE's or SUBLICENSEE's rights under this AGREEMENT. If any such claims or causes of action are made, UNIVERSITY shall be defended by counsel selected by LICENSEE, subject to UNIVERSITY's approval, which shall not be unreasonably withheld. UNIVERSITY reserves the right to be represented by its own counsel at its own expense.

Section 6.02 Insurance. At such time as any LICENSED PRODUCT is being commercially distributed or SOLD (other than for the purpose of obtaining regulatory approvals) by LICENSEE, a SUBLICENSEE, or a subsidiary or agent of LICENSEE, LICENSEE shall at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than [XXX] per incident and naming UNIVERSITY, its Curators, trustees, officers, agents, employees and affiliates, as additional insureds. Such commercial general liability insurance shall provide (i) product liability coverage and (ii) broad form contractual liability coverage for LICENSEE's indemnification under this AGREEMENT. Such insurance will be considered primary as to any other valid and collectible insurance, but only as to acts of the named insured. Any carrier providing coverage shall have a minimum "Best" rating of "A-XII". The minimum amounts of insurance coverage required shall not be construed to create a limit of LICENSEE's liability with respect to its indemnification under this AGREEMENT.

LICENSEE shall maintain such commercial general liability insurance beyond the expiration or termination of this AGREEMENT during (i) the period that any product, process, or service, relating to, or developed pursuant to this AGREEMENT is being commercially distributed or SOLD by LICENSEE or its SUBLICENSEE and (ii) a reasonable period after the period referred to in (i) above which in no event shall be less than [XXX].

LICENSEE shall provide Workers' Compensation coverage for any employee of LICENSEE that visits UNIVERSITY premises for matters relating to this AGREEMENT. In addition, Employers' Liability coverage shall be provided to such employee in an amount no less than [XXX] per occurrence.

LICENSEE shall provide UNIVERSITY with written evidence of the insurance requirements of this Section 6.02 within thirty (30) days after such insurance becomes necessary pursuant to this AGREEMENT. LICENSEE shall provide UNIVERSITY with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance; if LICENSEE does not obtain replacement insurance providing comparable coverage within such fifteen (15) day period, UNIVERSITY shall have the right to terminate this AGREEMENT effective at the end of such fifteen (15) day period without notice or any additional waiting periods. It is agreed that the insurance required is required in the public interest and UNIVERSITY does not assume any liability for acts of LICENSEE, their officers, agents, and employees or of a SUBLICENSEE, their officers, agents, and employees, in connection with the granting of this AGREEMENT.

If LICENSEE elects to self-insure all or part of the limits described above, such self-insurance program must be acceptable to UNIVERSITY's Risk and Insurance Management department.

Section 6.03 Disclaimer of Warranties. THE PATENT RIGHTS ARE DELIVERED "AS IS" IN EVERY RESPECT. UNIVERSITY, ITS CURRENT OR FORMER CURATORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMMERCIAL UTILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE PATENT RIGHTS, WHETHER ISSUED OR PENDING, OR THAT THE MANUFACTURE, USE, IMPORTATION OR SALE OF THE LICENSED PRODUCT OR THAT THE PRACTICE OF THE PATENT RIGHTS WILL NOT INFRINGE OR MISAPPROPRIATE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF ANY THIRD PARTY.

Section 6.04 Damages Exclusion / Limitation of Remedies. IN NO EVENT SHALL UNIVERSITY ITS CURRENT OR FORMER CURATORS, OFFICERS, EMPLOYEES, AND AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR OTHERWISE, AND INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, ATTORNEYS' AND EXPERTS' FEES, REGARDLESS OF WHETHER UNIVERSITY MAY BE ADVISED, MAY HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

Section 6.05 For the avoidance of doubt, nothing in this AGREEMENT shall be construed as:

a. a warranty or representation by UNIVERSITY as to the validity or scope of any PATENT RIGHTS;

b. a warranty or representation by UNIVERSITY that anything made, used, imported, SOLD or otherwise disposed of pursuant to any license granted under this AGREEMENT is or will be free from infringement of intellectual property rights of third parties;

c. an obligation by UNIVERSITY to bring or prosecute actions or suits against third parties for patent infringement;

d. an obligation to furnish any know-how not provided in the PATENT RIGHTS; or

e. conferring by implication, estoppel or otherwise any license or rights under any patents of UNIVERSITY other than PATENT RIGHTS, regardless of whether such patents are dominant or subordinate to the PATENT RIGHTS.

Section 6.06 Sublicenses. LICENSEE shall require in any sublicense in which LICENSEE grants to a third party the right to make, have made, use, import, offer to SELL or SELL any LICENSED PRODUCT, provisions that provide UNIVERSITY, its Curators, trustees, officers, agents, employees and affiliates, comparable protections as those provided UNIVERSITY in this

Article VI. LICENSEE shall not, and shall require that its SUBLICENSEES do not, make any statements, representations or warranties whatsoever to any person or entity, or accept any liabilities or responsibilities whatsoever from any person or entity that are inconsistent with any disclaimer of warranties or damages exclusion / limitation of remedies included in this Article VI.

Article VII. DOMESTIC AND FOREIGN PATENT FILING AND MAINTENANCE

Section 7.01 Ownership and Control of Patents. UNIVERSITY shall have full, complete and sole ownership of any pending applications and issued patents included in PATENT RIGHTS. UNIVERSITY shall be responsible for the preparation, filing, prosecution and maintenance of the patent applications and issued patents included in the PATENT RIGHTS. UNIVERSITY, either directly or through its attorneys at UNIVERSITY's option, shall first consult with LICENSEE or its attorneys as to the preparation, filing, prosecution, and maintenance of such patent applications and issued patents and shall furnish to LICENSEE or its attorneys copies of significant documents it sends or receives relevant to any such preparation, filing, prosecution or maintenance. LICENSEE shall cooperate with UNIVERSITY in such preparation, filing, prosecution, and maintenance. LICENSEE agrees to hold such information confidential and to use the information provided by UNIVERSITY only for the purpose of advancing the PATENT RIGHTS and shall return all such information to UNIVERSITY upon termination of LICENSEE's rights in any particular patent application or issued patent under Section 7.04 or upon termination or expiration of this AGREEMENT.

Section 7.02 Patent Expenses. LICENSEE shall reimburse UNIVERSITY for all out-of-pocket expenses, costs, and attorneys' fees UNIVERSITY has incurred for the preparation, filing, prosecution and maintenance of PATENT RIGHTS (hereinafter "PATENT EXPENSES") as a separate payment apart from any royalties or other revenues owed UNIVERSITY. For PATENT EXPENSES incurred prior to the EFFECTIVE DATE, such reimbursement by LICENSEE shall be due and payable when this agreement is fully executed. For all future PATENT EXPENSES incurred after the EFFECTIVE DATE, reimbursements by LICENSEE shall be due within thirty (30) days of receipt of UNIVERSITY's invoice by LICENSEE, and shall be non-refundable and non-creditable. Late payment of invoices of PATENT EXPENSES received by LICENSEE from UNIVERSITY shall be subject to interest charges of [XXX].

Section 7.03 Entity Status. LICENSEE shall have a continuing obligation to keep UNIVERSITY and its patent counsel responsible for the PATENT RIGHTS informed of the entity status (large entity, small entity, and micro entity) of LICENSEE and all its SUBLICENSEES. LICENSEE agrees to give UNIVERSITY prompt notice of a change in any entity status of it or any SUBLICENSEE. A statement or future statement by LICENSEE and/or its SUBLICENSEE as to its entity status constitutes a representation that is subject to indemnity under Section 6.01.

Section 7.04 Termination of Patent Rights. By written notification to UNIVERSITY at least sixty (60) days in advance of any filing or response deadline or fee due date (i.e., a date by which an action must be taken to avoid payment of a late fee), LICENSEE may elect not to have a particular patent application filed in a particular country or not to pay expenses associated with prosecuting or maintaining any particular patent application or issued patent, provided that LICENSEE pays for all PATENT EXPENSES associated with the particular patent application or issued patent incurred up to UNIVERSITY's receipt of such notification. LICENSEE's failure to provide a timely notification shall be considered by UNIVERSITY to be LICENSEE's consent

that it expressly wishes to support any particular issued patent(s) or patent application(s). Upon notice that LICENSEE elects not to have a particular patent application filed or prosecuted or issued patent maintained in any particular country, or not to reimburse UNIVERSITY for all PATENT EXPENSES associated with prosecuting or maintaining any patent application or patent, UNIVERSITY may at its sole discretion elect to file, prosecute, and/or maintain such particular patent applications or issued patents at its own expense and for its own benefit, and any rights or license granted under this AGREEMENT held by LICENSEE or SUBLICENSEE(s) with respect to such patent application(s) or issued patent(s) shall be irrevocably terminated, forfeited, and relinquished. For the avoidance of doubt, LICENSEE and each SUBLICENSEE shall have no right to share in any revenue derived from such particular patent application or issued patents.

Article VIII. INFRINGEMENT OF PATENT RIGHTS

Section 8.01 Notifications. LICENSEE shall promptly inform UNIVERSITY in writing of any alleged infringement of the PATENT RIGHTS by a third party and shall provide UNIVERSITY with any available evidence thereof. LICENSEE shall not notify a third party of such infringement of PATENT RIGHTS without first consulting with UNIVERSITY.

Section 8.02 Enforcement. For so long as the license granted herein is exclusive, LICENSEE, at its expense, shall have the right to enforce PATENT RIGHTS against infringement by third parties. All recovery from any enforcement of the PATENT RIGHTS, including any cash or other consideration received by way of judgment, settlement or compromise (hereinafter “RECOVERY”) shall be allocated in the following order: (a) to LICENSEE and UNIVERSITY for reimbursement in pro rata proportions of their costs, fees, and other related expenses to the extent that each PARTY paid for such costs, fees and expenses; and (b) any remaining amount shall be shared between UNIVERSITY and LICENSEE in the same proportion as if such remaining RECOVERY constituted SUBLICENSE REVENUE based on the time of infringement, and if that cannot be reasonably determined to the mutual satisfaction of the PARTIES, [XXX] to UNIVERSITY and [XXX] to LICENSEE. Before LICENSEE commences a formal legal proceeding with respect to any infringement of PATENT RIGHTS, LICENSEE shall first consult with UNIVERSITY regarding the potential effects such legal proceeding may have on the public interest. UNIVERSITY shall have the right, in its sole discretion, to join such proceeding at its own expense. In the event that UNIVERSITY is involuntarily joined as a party to an infringement action brought by LICENSEE (including any counterclaim), then LICENSEE shall pay any costs, expenses, and attorneys’ fees incurred by UNIVERSITY arising out of, relating to, or in connection therewith. In addition, LICENSEE agrees to consult with UNIVERSITY on any significant matters related to the litigation. LICENSEE shall be free to enter into a settlement, consent judgment, or other voluntary disposition with respect to any such action, provided that any settlement, consent judgment or other voluntary disposition thereof which (i) materially limits the scope, validity, or enforceability of patents included in the PATENT RIGHTS or (ii) admits fault or wrongdoing on the part of UNIVERSITY must be pre-approved in writing by UNIVERSITY. LICENSEE shall keep UNIVERSITY informed on all actions taken by LICENSEE in its enforcement against an infringer and shall furnish to UNIVERSITY copies of all documents related thereto. LICENSEE shall indemnify, defend, and hold harmless UNIVERSITY against any order for costs or fees that may be made against UNIVERSITY in such proceeding arising from, related to, or in connection with an act or omission made by LICENSEE.

Section 8.03 Rights of University. In the event that LICENSEE elects not to exercise its right to bring an infringement action with respect to PATENT RIGHTS pursuant to the above paragraphs, then LICENSEE shall notify UNIVERSITY in writing within six (6) months of receiving notice that an infringement exists. UNIVERSITY may, at its own expense and control, following the earlier of (i) such notice from LICENSEE or (ii) the expiration of such six (6) month period without LICENSEE electing to take any action with respect to such alleged or actual infringement, take steps to defend or enforce any patent within the PATENT RIGHTS and retain all RECOVERY therefrom without a duty to account to LICENSEE. LICENSEE agrees to cooperate reasonably with UNIVERSITY in any such infringement suit or dispute.

Article IX. CONFIDENTIALITY

Section 9.01 Confidential Information Defined. "CONFIDENTIAL INFORMATION" means any and all information not generally known to the public, whether or not patentable or susceptible to any other form of legal protection, that is identified or designated by UNIVERSITY as being confidential or which, in light of the circumstances under which it was disclosed, whether oral or written, is reasonably apparent to LICENSEE to be considered confidential or proprietary by UNIVERSITY, including but not limited to invention disclosures, non-public patent prosecution information, including but not limited to concepts, designs, processes, specifications, schematics, equipment, processing, techniques, technical information, drawings, diagrams, software (including source code), hardware, control systems, research, test results, manuals, trade secrets, commercialization studies, market studies, business plans received by LICENSEE from UNIVERSITY except to the extent LICENSEE can prove by written documentation that such information:

(i) was in the public domain at the time of disclosure;

(ii) later became part of the public domain through no act or omission or breach of this AGREEMENT by LICENSEE, its employees, agents, successors or assigns;

(iii) was lawfully disclosed to LICENSEE by a third party having the right to make such disclosure; or

(iv) was already known by LICENSEE at the time of disclosure; or

(v) was independently developed by LICENSEE without the aid, use or application of CONFIDENTIAL INFORMATION received from UNIVERSITY and such independent development can be properly demonstrated by LICENSEE.

Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information within the exceptions. In addition, any combination of the features shall not be deemed to be within the foregoing exception merely because individual features may be within the exceptions.

Section 9.02 Restrictions on Disclosure and Use. LICENSEE agrees that (a) all CONFIDENTIAL INFORMATION shall remain the exclusive property of UNIVERSITY, (b) LICENSEE shall receive and hold the CONFIDENTIAL INFORMATION in strict confidence, (c) LICENSEE shall use the CONFIDENTIAL INFORMATION only for the purposes of this

AGREEMENT, and (d) LICENSEE shall not disclose the CONFIDENTIAL INFORMATION to third parties without the prior written consent of UNIVERSITY, and (e) LICENSEE shall protect the CONFIDENTIAL INFORMATION to the same extent that it protects its own trade secrets and confidential information, but in no less than commercially reasonable care.

Section 9.03 Legally required Disclosures. In the event that LICENSEE receives a request or is required by deposition, open records request, interrogatory, request for documents, subpoena, civil investigative demand, open records request, or similar process to disclose any or part or the CONFIDENTIAL INFORMATION, LICENSEE agrees to (a) immediately notify UNIVERSITY in writing of the existence, terms, and circumstances surrounding such a request or requirement and (b) assist UNIVERSITY in seeking a protective order or other appropriate remedy satisfactory to UNIVERSITY. In the event that such a protective order or other remedy is not obtained, (a) LICENSEE may disclose that portion of the CONFIDENTIAL INFORMATION which it is legally required to disclose, (b) LICENSEE and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the CONFIDENTIAL INFORMATION to be disclosed and (c) LICENSEE shall give written notice to UNIVERSITY of the information to be disclosed as far in advance of its disclosure as practical. LICENSEE may also disclose CONFIDENTIAL INFORMATION to governmental or other regulatory agencies in order to obtain approvals to market any LICENSED PRODUCT, but such disclosure may only be to the extent reasonable necessary to obtain approvals.

Section 9.04 Disclosure to Potential Sublicensee or Assignee. Upon receiving written approval from UNIVERSITY, LICENSEE may disclose the CONFIDENTIAL INFORMATION to a potential SUBLICENSEE or assignee of LICENSEE in each case on the condition that such potential SUBLICENSEE or assignee agrees to be bound by the confidentiality obligations contained in this AGREEMENT.

Section 9.05 Survival. LICENSEE's obligations of confidentiality and non-use shall exist during the term of this AGREEMENT and for so long as such CONFIDENTIAL INFORMATION remains confidential in accordance with Section 9.01.

Article X. TERM AND TERMINATION

Section 10.01 Term. This AGREEMENT shall become effective upon the EFFECTIVE DATE and, unless sooner terminated in accordance with any of the provisions herein, shall remain in full force in the LICENSED TERRITORY until the expiration of the last to expire patent or last to be abandoned patent application included in the PATENT RIGHTS.

Section 10.02 Right to Terminate by Licensee. LICENSEE shall have the right to terminate this AGREEMENT at any time on [XXX] notice to UNIVERSITY if LICENSEE, prior to such termination, pays a termination fee of [XXX] dollars.

Section 10.03 Breach. In the event that either PARTY defaults or breaches any of the provisions of this AGREEMENT, the other PARTY shall have the right to terminate this AGREEMENT by giving written notice to the defaulting PARTY; provided, however, that if the defaulting PARTY cures the default within thirty (30) days after the notice shall have been given, this AGREEMENT shall continue in full force and effect. The failure on the part of either of the PARTIES hereto to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of

any such right nor operate to bar the exercise or enforcement thereof at any time or times thereafter. In relation to Article III (payments) and Section 7.02 (patent expenses), LICENSEE'S opportunity to cure a breach shall apply only to LICENSEE'S first two notices of a breach properly given by UNIVERSITY. Upon occurrence of a third breach, UNIVERSITY may, at its option, terminate this AGREEMENT upon thirty (30) days written notice without an opportunity to cure.

Section 10.04 Rights after Termination. Upon termination for any reason, LICENSEE shall:

(a) promptly pay all amounts due UNIVERSITY through the effective date of the termination (even if they would otherwise be payable at a later date, e.g. within 30 days after invoicing), including those in Article III (payments) and Section 7.02 (patent expenses);

(b) submit all final reports under Article IV;

(c) return any CONFIDENTIAL INFORMATION provided to LICENSEE by UNIVERSITY in connection with this AGREEMENT, or, with UNIVERSITY'S prior approval, destroy such materials, and LICENSEE shall certify in writing that such materials have all been returned or destroyed;

(d) provide UNIVERSITY a copy of any regulatory data or information filed with any U.S. or foreign government agency with respect to the LICENSE PRODUCT; and

(e) shall refrain, and shall require its SUBLICENSEES to refrain unless such sublicense is assigned to UNIVERSITY under Section 10.05, from any further SALES or other commercial exploitation of the LICENSED PRODUCT except as provided in Section 10.08.

Nothing in this section shall be construed as limiting in any way UNIVERSITY'S rights or remedies that UNIVERSITY may otherwise have, either in law or in equity.

Section 10.05 Assignment of Sublicenses. Upon termination of this AGREEMENT, LICENSEE's interest in sublicenses granted by it under this AGREEMENT shall at UNIVERSITY's sole option, terminate or be assigned to UNIVERSITY, including the right to receive income from SUBLICENSEES. LICENSEE shall make provision for UNIVERSITY's rights under the preceding sentence to be included in all sublicenses granted by it under this AGREEMENT.

Section 10.06 Insolvency. In the event that LICENSEE (or SUBLICENSEE as applicable) dissolves, liquidates, ceases to carry on business, becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, or has a petition for bankruptcy filed for or against it, this AGREEMENT (or applicable SUBLICENSE) shall automatically terminate.

Section 10.07 Survival. Termination of this AGREEMENT for any reason shall not release either PARTY from any obligation theretofore accrued. All provisions of this AGREEMENT that would reasonably be expected to survive the termination or expiration of this AGREEMENT shall do so, including Article III (all—payments), Article VI (all—indemnity, insurance, warranties, damages), Article IX (all—confidentiality), Section 2.03 (reserved rights), Section 2.04 (license to

University); Section 2.07 (governmental rights), Section 3.07 (challenge to patent rights), Section 4.03 (reporting), Section 4.05 (records), Section 10.04 (rights after termination), Section 10.05 (assignment of sublicenses), Section 10.08 (inventory), Section 10.09 (ongoing payments), and Article XI (general —all) survive the termination of this AGREEMENT.

Section 10.08 Inventory. Upon termination of this AGREEMENT or upon termination in whole or in part through no fault of LICENSEE, LICENSEE shall provide UNIVERSITY with a written inventory of all LICENSED PRODUCTS in the possession or under the control of LICENSEE (including any in the process of manufacture). Except with respect to termination for uncured breach by LICENSEE, LICENSEE shall have the privilege of SELLING the inventory of such LICENSED PRODUCTS within a period of one hundred and eighty (180) days of such termination upon conditions most favorable to UNIVERSITY that LICENSEE can reasonably obtain and paying any applicable royalties associated with such SALES to UNIVERSITY.

Section 10.09 Ongoing Payments. Any termination or cancellation under any provision of this AGREEMEMT shall not relieve LICENSEE of its obligation to pay any royalty or other fees due to UNIVERSITY at the time of such termination or cancellation.

Article XI. GENERAL

Section 11.01 Marking. Prior to the issuance of patents under PATENT RIGHTS, LICENSEE agrees to mark LICENSED PRODUCTS (or their containers or labels) SOLD by LICENSEE or SUBLICENSEES under the license granted in this AGREEMENT with the words “Patent Pending” and following the issuance of one or more patents under PATENT RIGHTS, with the words “Patent No. ”or in such a manner as to conform with the patent laws and practice of the country of manufacture, SALE, or importation.

Section 11.02 Compliance with Laws: Export Controls. LICENSEE agrees to comply with all applicable federal, state, and local laws and regulations. In particular, LICENSEE shall comply with all applicable U.S. laws dealing with the export and/or management of commodities, technology or information, and that LICENSEE will be responsible for any violation of such by LICENSEE or its SUBLICENSEES, and that it will defend and hold UNIVERSITY harmless in the event of any legal action of any nature occasioned by such violation. LICENSEE understands that the Arms Export Control Act (AECA), including its implementing International Traffic In Arms Regulations (ITAR,) and the Export Administration Act (EAA), including its Export Administration Regulations (EAR), are some (but not all) of the laws and regulations that comprise the U.S. export laws and regulations. LICENSEE further understands that the U.S. export laws and regulations include (but are not limited to): (1) ITAR and EAR product/service/data-specific requirements; (2) ITAR and EAR ultimate destination-specific requirements; (3) ITAR and EAR end user-specific requirements; (4) ITAR and EAR end use-specific requirements; (5) Foreign Corrupt Practices Act; and (6) anti-boycott laws and regulations. LICENSEE will comply with all then-current applicable export laws and regulations of the U.S. Government (and other applicable U.S. laws and regulations) pertaining to the LICENSED PRODUCTS (including any associated products, items, articles, computer software, media, services, technical data, and other information). LICENSEE warrants that it will not, directly or indirectly, export (including any deemed export), nor re-export (including any deemed re-export) the LICENSED PRODUCT (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of U.S. export laws and regulations or other applicable

U.S. laws and regulations. LICENSEE will include an appropriate provision in its agreements with its authorized SUBLICENSEES to assure that these parties comply with all then-current applicable U.S. export laws and regulations and other applicable U.S. laws and regulations. LICENSEE'S OBLIGATIONS TO COMPLY WITH U.S. EXPORT CONTROL LAWS AND REGULATIONS ARE INDEPENDENT OF AND SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 11.03 University Name. LICENSEE agrees not to identify UNIVERSITY in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any UNIVERSITY faculty member, employee, or student or any trademark, service mark, trade name, or symbol of UNIVERSITY, without UNIVERSITY'S prior written consent.

Section 11.04 Press. Notwithstanding Section 11.03, UNIVERSITY may disclose the existence of this AGREEMENT and non-confidential information regarding the status of LICENSEE's commercialization of LICENSED PRODUCTS in a press release, on-line, or otherwise, and on the UNIVERSITY'S website.

Section 11.05 Assignment. This AGREEMENT is binding upon and shall inure to the benefit of UNIVERSITY, its successors and assigns. However, this AGREEMENT shall be personal to LICENSEE, and it is not assignable by LICENSEE to any other person or entity without the prior written consent of UNIVERSITY, such consent to be in UNIVERSITY's sole discretion, except in connection with a sale of LICENSEE or the business of LICENSEE to which this Agreement relates to a third party, whether by merger, consolidation, sale of all or substantially all of LICENSEE's assets or capital stock, which consent will not be unreasonably withheld. Any purported sale, transfer or assignment without UNIVERSITY's prior written consent shall be void ab initio, and this AGREEMENT shall immediately terminate. For purposes of this Section, "transfer" shall include any transfer by operation of law or otherwise.

Section 11.06 Sponsored Research. If LICENSEE desires UNIVERSITY participation in performing research and development activities directed towards PATENT RIGHTS, negotiation for such assistance shall be separate and apart from this AGREEMENT, and shall be performed according to UNIVERSITY'S procedures related to research grant and contract activities.

Section 11.07 Consulting. In the event LICENSEE wishes to engage the inventors as consultants, such an arrangement shall be separate and apart from this AGREEMENT, but shall be in keeping with UNIVERSITY'S policy on consulting and ownership of intellectual property developed by UNIVERSITY employees.

Section 11.08 Notices. Any payment, notice, or other communication given under this AGREEMENT except for correspondence relating to patent preparation, filing, prosecution and/or maintenance matters under Article VII herein) shall be in writing and shall be deemed delivered when sent by certified first class mail, registered mail, or overnight courier, or by facsimile, provided that a copy of such facsimile is promptly sent by certified first class mail, registered or overnight courier, addressed to the PARTIES as follows (or at such other addresses as the PARTIES may notify each other in writing):

If to UNIVERSITY:
Office of Technology Management & Industry Relations
University of Missouri, Missouri Innovation Center

If to LICENSEE:
Solid GT
One Broadway
Cambridge, MA 02142

Section 11.09 No Other Relationship. In assuming and performing the respective obligations under this AGREEMENT, LICENSEE and UNIVERSITY are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

Section 11.10 No Waiver. None of the terms, covenants, and conditions of this AGREEMENT can be waived except by the written consent of the PARTY waiving compliance. A failure by one of the PARTIES to this AGREEMENT to assert its rights for or upon any breach or default of this AGREEMENT shall not be deemed a waiver of such rights nor shall any such waiver be implied from acceptance of any payment. No such failure or waiver in writing by any one of the PARTIES hereto with respect to any rights, shall extend to or affect any subsequent breach or impair any right consequent thereon.

Section 11.11 Severability. If any sentence, paragraph, clause or combination of the same is found by a court of competent jurisdiction to be in violation of any applicable law or regulation, or is unenforceable or void for any reason whatsoever, such sentence, paragraph, clause or combinations of the same shall be severed from the AGREEMENT and the remainder of the AGREEMENT shall remain binding upon the PARTIES.

Section 11.12 Headings. The headings of the paragraphs of this AGREEMENT are inserted for convenience only and shall not constitute a part hereof.

Section 11.13 Choice of Law and Venue. This AGREEMENT shall be construed, interpreted, and applied in accordance with the laws of the State of Missouri. Any action to enforce the provisions of the AGREEMENT shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. LICENSEE irrevocably submits to the jurisdiction of such courts in any such action or proceeding. LICENSEE further irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any court that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 11.14 Sovereign Immunity. The PARTIES agree that nothing in this AGREEMENT is intended or shall be construed as a waiver, either express or implied, of any of the immunities, lights, benefits, defenses or protections provided to UNIVERSITY under governmental or sovereign immunity laws from time to time applicable to UNIVERSITY.

Section 11.15 Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 11.16 Entire Agreement. This AGREEMENT constitutes the entire and only agreement between the PARTIES for PATENT RIGHTS and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT in duplicate originals by their duly authorized officers or representatives.

THE CURATORS OF THE UNIVERSITY OF MISSOURI	LICENSEE
BY: /s/ Christopher Fender	BY: /s/ Ilan Ganot
NAME: Christopher Fender	NAME: ILAN GANOT
TITLE: Director, Office of Technology Management and Industry Relations	TITLE: CEO
DATE October 15 2015	DATE October 15 2015

APPENDIX A

(list of patents licensed and corresponding invention disclosure numbers)

Disclosure Number	Application Type	Country	Status	Application Number	Patent Number	Issue Date
[XXX]	[XXX]	[XXX]	[XXX]	[XXX]	[XXX]	[XXX]

APPENDIX B: COMMERCIALIZATION PLAN

[XXX]

[XXX] CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

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E. Program Plan

Solid GT Program Targets

[XXX]

F. Table 2. Market Size Estimate for a Gene Therapy

[XXX]

G. Table 3. Market Penetration to Peak Sales (5 years)

Peak Market Penetration

]XXX]

H. Patient Population Assumptions

[XXX] CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

APPENDIX C: ROYALTY REPORT

QUATERLY REPORT TEMPLATE (AFTER FIRST COMMERCIAL SALE)

Date of License Agreement:

Licensee Name:

Reporting Period:

Report Date:

INSTRUCTIONS: ***Please provide all information (write "none" if not applicable), and sign and date at bottom.***

LICENSED PRODUCT commercial name:

LICENSED PRODUCT commercial product no.:

Patent application(s) and/or issued patent(s) of the UNIVERSITY covering the LICENSED PRODUCT:

Government Approvals (*provide details*):

Quarterly Summary Report of SALES by LICENSEE:

Country of Sales
No. of Units Sold
Unit Price ($)
Gross Sales ($)
Exchange Rate (if applicable)
Allowable offsets ($) (provide details, below)
Total Net Sales ($)
Royalty rate
Creditable Minimum Annual Royalties Paid
Royalties Due ($) with this Report

Details of allowable offsets:

Quarterly Summary Report of SALES by SUBLICENSEE:
Name and address of SUBLICENSEE:

Country of Sales
No. of Units Sold
Unit Price ($)
Gross Sublicensee Sales ($)
Exchange Rate (if applicable)
Allowable offsets ($) (provide details, below)
Total Net Sublicensee Sales ($)
Royalty rate under Sublicense Agreement

Earned Royalties received by Licensee (in $)
Royalty rate under License Agreement
Creditable Minimum Annual Royalties Paid
Royalties Due ($) with this Report

Details of allowable offsets:

By signing below, I both certify that I am an authorized representative for the LICENSEE and that the information above is true and correct to the best of my knowledge.

By _____ Date_____
Signature of authorized representative

Printed Name: _____ Title: _____

Email Address:

Telephone No:

Fax No:

CONFIDENTIAL TREATMENT REQUESTED

[XXX] LICENSE AGREEMENT

This [XXX] LICENSE AGREEMENT (the "**AGREEMENT**" or the "**LICENSE**"**)**, effective as of November 20, 2016 (the "**EFFECTIVE DATE**"**)**, by and between [XXX], a Delaware corporation having its principal place of business at [XXX] **(**"**LICENSOR**"**),** and Solid Biosciences, a Delaware limited liability company having its principal place of business at 161 Third Street, Third Floor, Cambridge, MA 02142 **(**"**LICENSEE**"**)**. Each of LICENSOR and LICENSEE may be referred to herein as a "**PARTY**" and collectively as the "**PARTIES**".

BACKGROUND RECITALS

WHEREAS, LICENSOR has developed certain [XXX] **(**"**CELLS**", as defined below);

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use such CELLS for producing adeno-associated virus vectors for certain purposes, including, but not limited to, research, development (including human clinical trials), manufacturing and commercial uses; and

WHEREAS, is willing to grant to LICENSEE a non-exclusive license to use CELLS under the terms and conditions set forth hereunder.

AGREEMENT

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES intending to be legally bound agree as follows:

1. Definitions. For the purposes of this AGREEMENT, the terms set forth hereinafter are defined as follows:

1.1 "**AFFILIATE**" means with respect LICENSEE, any entity Controlled by LICENSEE, so long as such Control exists and with respect to LICENSOR, any entity Controlling, Controlled by, or under common Control with LICENSOR, for only so long as such control exists. For the purposes of this definition, the word "CONTROL" means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

1.2 "**BUSINESS DAY**" means a day other than Saturday, Sunday or any other day on which commercial banks located in the U.S. are authorized or obligated by LAWS to close.

1.3 "**CLAIMS**" has the meaning set forth in Section 11.1.

1.4 "**COMMERCIALIZATION**" means any and all activities directed to the preparation for sale of, offering for sale of, or sale of, a LICENSEE PRODUCT, including activities related to making (or having made by SERVICE PROVIDERS), manufacturing, marketing, promoting, distributing and importing such LICENSEE PRODUCT, and interacting with REGULATORY AUTHORITIES regarding any of the foregoing. "**COMMERCIALIZE**" means to engage in COMMERCIALIZATION.

1.5 "**CONFIDENTIAL INFORMATION**" has the meaning set forth in Section 5.1.

1.6 "**CURE PERIOD**" has the meaning set forth in Section 7.3.

1.7 "**DISTRIBUTOR**" means a THIRD PARTY to whom, pursuant to a written agreement with such THIRD PARTY, LICENSEE sells LICENSEE PRODUCTS under LICENSEE'S label for resale to customers. In no event shall any THIRD PARTY have the rights to make modifications to any LICENSEE PRODUCTS or part thereof, including relabeling such LICENSEE PRODUCTS or part thereof, except for placement of the DISTRIBUTOR'S name on such LICENSEE PRODUCT to comply with any country-specific regulatory requirements.

1.8 "**FDA**" means the U.S. Food and Drug Administration or any successor agency thereto.

1.9 "**FEE(S)**" has the meaning set forth in Section 3.

1.10 "**GOVERNMENTAL AUTHORITY**" means any multi-national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court, or other tribunal).

1.11 "**LAWS**" means all applicable laws, statutes, rules, regulations, ordinances, compliance guidance in final form, and other pronouncements, all as amended from time to time, having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, domestic or foreign.

1.12 "**LICENSEE PRODUCT(S)**" means genetically engineered adeno-associated virus vectors that (i) are developed and manufactured by LICENSEE or its AFFILIATES, or on behalf of LICENSEE by SERVICE PROVIDER(S), through the use of CELLS, and (ii) are used in the treatment of or in the preparation of the treatment of Duchenne Muscular Dystrophy (DMD).

1.13 "**CELLS**" means (i) [XXX] transferred by LICENSOR to LICENSEE'S designated SERVICE PROVIDER prior to the EFFECTIVE DATE; and (ii) any and all progeny thereof generated by LICENSEE or its AFFILIATES.

1.14 "**INDEMNITEES**" has the meaning set forth in Section 11.1.

1.15 "**RIGHTS**" means (i) all proprietary rights of LICENSOR in and to the LICENSOR CELLS including biological materials rights; (ii) all proprietary know-how, trade secrets, data, test results, techniques, procedures, compositions, methods, formulas, protocols and information, in each case, if developed and provided by LICENSOR or its AFFILIATES.

1.16 "**NON-COMPLIANT ENTITY**" has the meaning set forth in Section 7.3.

1.17 "**PHASE I CLINICAL STUDY**" means a clinical study of a LICENSEE PRODUCT in human volunteers or patients with the endpoint of determining initial tolerance, toxicity, safety, or pharmacokinetic information, which will be deemed commenced when the first volunteer or patient in such study has received his or her initial dose of a LICENSEE PRODUCT.

1.18 "**REGULATORY AUTHORIZATION**" means any approval or authorization of any REGULATORY AUTHORITY in a particular jurisdiction that is necessary for the development (including human clinical trials), manufacture, use, storage, import, transport and/or sale of LICENSEE PRODUCTS in such jurisdiction in accordance with LAWS.

1.19 "**REGULATORY AUTHORITY**" means any applicable GOVERNMENTAL AUTHORITY involved in granting REGULATORY AUTHORIZATION in any country or jurisdiction, including without limitation, in the U.S., the FDA and any other applicable GOVERNMENTAL AUTHORITY having jurisdiction over the CELLS or over LICENSEE PRODUCTS.

1.20 "**REGULATORY FILINGS**" means regulatory applications, submissions, notifications, registrations, REGULATORY AUTHORIZATIONS, or other submissions made to or with a REGULATORY AUTHORITY that are necessary or reasonably desirable in order to research, develop (including human clinical trials), manufacture, market, sell or otherwise commercialize LICENSEE PRODUCTS in a particular country or jurisdiction.

1.21 "**SERVICE PROVIDER**" means a THIRD PARTY, including, but not limited to a contractor, subcontractor or contract service organization, that performs services for consideration on behalf of LICENSEE or its AFFILIATE and solely for the benefit of LICENSEE or such AFFILIATE of LICENSEE, and with whom LICENSEE or its AFFILIATE has entered into a written agreement for the provision of services for LICENSEE or its AFFILIATE that employs CELLS, for purposes which include, without limitation, the research, development (including human clinical trials), testing, analysis, expression, assay, manufacture, production and storage of LICENSEE PRODUCTS.

1.22 "**TERM**" has the meaning set forth in Section 7.1.

1.23 "**TERRITORY**" means worldwide.

1.24 "**THIRD PARTY**" means any person or entity other than LICENSOR, AFFILIATES of LICENSOR, LICENSEE, and AFFILIATES of LICENSEE.

1.25 "**U.S.**" means the United States of America.

2. Grant of License; Affiliates; Service Providers; Support.

2.1 Grant of License.

(a) Subject to the terms and conditions of this AGREEMENT and the payment of the applicable FEES, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a worldwide, non-exclusive, royalty-free, non-transferable (except as set forth in Sections 2.1(c) and 2.1(d) hereof) license in the TERRITORY under the RIGHTS for LICENSEE to use the CELLS (i) to develop LICENSEE PRODUCTS and to have SERVICE PROVIDERS develop LICENSEE PRODUCTS for or on behalf of LICENSEE only and (ii) to make, have made by SERVICE PROVIDERS, import, sell and have sold by DISTRIBUTORS such LICENSEE PRODUCTS, all solely under LICENSEE's brand.

(b) Any rights of LICENSEE under this AGREEMENT may be exercised and any obligations of LICENSEE under this AGREEMENT may be performed by any AFFILIATE of LICENSEE to the extent that the AFFILIATE remains an AFFILIATE of LICENSEE. LICENSEE hereby unconditionally guarantees the compliance with and performance by its AFFILIATES of all applicable provisions of this AGREEMENT and will be responsible and jointly and severally liable for all of its and its AFFILIATES' obligations due pursuant to this AGREEMENT. A breach of this AGREEMENT by any of LICENSEE's AFFILIATES will be deemed a breach by LICENSEE.

(c) For clarity, nothing herein will preclude LICENSEE from entering into, or will require consent from LICENSOR with respect to, agreements with any SERVICE PROVIDERS to transfer CELLS to SERVICE PROVIDERS, for use by such SERVICE PROVIDERS for purposes which include, without limitation, the research, development (including human clinical trials), testing, analysis, expression, manufacture, production and storage of LICENSEE PRODUCTS in accordance with the rights granted hereunder, *provided that* each such SERVICE PROVIDER to which CELLS are transferred after the EFFECTIVE DATE agrees

in writing (i) only to use such CELLS on behalf of LICENSEE as provided hereunder; (ii) not to transfer CELLS to, or use CELLS on behalf of, any THIRD PARTY; (iii) not to use CELLS for the benefit of such SERVICE PROVIDER other than such use on behalf of LICENSEE hereunder; and (iv) to return to LICENSEE or destroy all CELLS in its possession upon completion or termination of its activities on behalf of LICENSEE, and to certify such return or destruction in writing to LICENSEE (with a copy of such certification provided to LICENSOR upon request). LICENSEE shall promptly notify LICENSOR once it becomes aware that any SERVICE PROVIDER is using CELLS other than as permitted under this AGREEMENT. LICENSEE agrees that its continued employment of a SERVICE PROVIDER when LICENSEE and/or its AFFILIATES are aware or should be aware that such SERVICE PROVIDER is using CELLS other than as permitted hereunder, if not cured as provided under Section 7.3, shall constitute a material breach by LICENSEE under this AGREEMENT. Notwithstanding the foregoing, LICENSEE shall remain responsible for its own and its SERVICE PROVIDERS' performance under this AGREEMENT.

(d) No licenses provided under this AGREEMENT may be sublicensed, assigned, or otherwise transferred by LICENSEE except in accordance with Section 8, below.

(e) Except as set forth in Section 2.1(c) or Section 2.1(d) hereof, LICENSEE shall have no right to transfer CELLS to any THIRD PARTY under this AGREEMENT.

(f) No other rights are conveyed to LICENSEE by LICENSOR by implication, estoppel or otherwise.

2.2 Limitations. LICENSEE acknowledges and agrees that LICENSEE does not acquire any rights hereunder to:

(a) transfer CELLS to any THIRD PARTY other than its SERVICE PROVIDERS or the SERVICE PROVIDERS of its AFFILIATES as specifically set forth in Section 2.1;

(b) sell or offer to sell CELLS to any THIRD PARTY;

(c) directly administer the CELLS into humans or animals; or

(d) direct the replication of or the use of the CELLS for any purpose other than as set forth in Section 2.1 or as otherwise specified herein.

2.3 No Implied License. Nothing in this AGREEMENT shall be construed as conferring explicitly or by implication, estoppel or otherwise any license, right or immunity under any rights that LICENSOR (and its successors, AFFILIATES and assigns, and successors, AFFILIATES and assigns of each of the foregoing) now owns or holds a license to, or acquires or obtains a license to in the future, other than the specifically identified RIGHTS for use in connection with LICENSEE PRODUCTS, regardless of whether such other rights are dominant or subordinate to the RIGHTS. Furthermore, LICENSEE and its AFFILIATES have not provided and will not provide, and LICENSOR and its AFFILIATES have not received and will not receive, any consideration except that which is expressly provided herein for the specific rights expressly granted herein. LICENSOR and its AFFILIATES do not represent or warrant that the RIGHTS include all rights owned, licensed or controlled by LICENSOR and/or its AFFILIATES that may pertain to (i) the full breadth and scope of RIGHTS and/or LICENSEE PRODUCTS, (ii) the full breadth and scope of compositions and/or methods LICENSEE and/or its AFFILIATES may employ related to RIGHTS and/or LICENSEE PRODUCTS, (iii) the full breadth and scope of methods and/or compositions an end user customer may employ related to RIGHTS and/or LICENSEE PRODUCTS, and/or (iv) the full breadth and scope of intellectual property that may arise related to RIGHTS and/or LICENSEE PRODUCTS

2.4 Regulatory Support. In the event that LICENSEE engages in clinical and regulatory activities directed towards obtaining regulatory approval of a LICENSEE PRODUCT and desires additional assistance or information from LICENSOR with respect to the cell lineage history, testing results or any other cell line documentation relating to the CELLS, then LICENSOR shall, at the expense of LICENSEE, use commercially reasonable efforts to provide such assistance or information.

3. Fees. As consideration for the rights granted hereunder, LICENSEE agrees to pay LICENSOR a non-refundable, non-creditable license fee of [XXX], due upon the EFFECTIVE DATE and payable within fifteen (15) days thereof ("**LICENSE FEE**"). For clarity, termination of this AGREEMENT at any time after the EFFECTIVE DATE shall not relieve LICENSEE of any unfulfilled payment obligations of the LICENSE FEE.

4. Payment. All payments due hereunder shall be payable in U.S. dollars and shall be made by check or wire transfer to the appropriate account as follows:

Payment by check shall be made to:

Payment by wire transfer shall be made to:

LICENSEE shall be responsible for any and all bank transfer charges associated with payments required to be made by it or its AFFILIATES under this AGREEMENT.

Any amount not paid by LICENSEE when due will bear interest at an annual rate of [XXX] over the prime rate offered by Citibank N.A. on the date the payment is due until the due date the payment is made. The payment of such interest shall not prohibit LICENSOR from exercising any other rights it may have as a consequence of the lateness of the payment.

5. Confidentiality; Press Release; Use of Marks.

5.1 CONFIDENTIAL INFORMATION. The term "**CONFIDENTIAL INFORMATION**" in this AGREEMENT means all non-public or proprietary information disclosed by or on behalf of a PARTY or its AFFILIATES to the other PARTY pursuant to this AGREEMENT, which may include ideas, inventions, discoveries, concepts, compounds, compositions, formulations, formulas, practices, procedures, processes, methods, knowledge, know-how, trade secrets, technology, inventories, machines, techniques, development, designs, drawings, computer programs, skill, experience, documents, apparatus, results, clinical and regulatory strategies,

regulatory documentation, information and submissions pertaining to, or made in association with, filings with any REGULATORY AUTHORITY, data, including pharmacological, toxicological and clinical data, analytical and quality control data, manufacturing data and descriptions, patent and legal data, market data, financial data or descriptions, devices, assays, chemical formulations, specifications, material, product samples and other samples, physical, chemical and biological materials and compounds, and the like, in whatever form or medium, and whether or not designated or marked "confidential" or "proprietary." CONFIDENTIAL INFORMATION shall include the terms and conditions of this AGREEMENT.

5.2 Exclusions. Notwithstanding any other provision of this AGREEMENT, CONFIDENTIAL INFORMATION shall not include any item of information that the receiving party demonstrates: (i) became generally available to the public other than as a result of disclosure by the receiving party or its AFFILIATES; (ii) was available to the receiving party and its AFFILIATES on a non-confidential basis prior to the disclosure to the receiving party by the disclosing party; (iii) became available to the receiving party or its AFFILIATES on a non-confidential basis from a source other than the disclosing party; *provided that*, such source is not bound by an obligation of confidentiality to the disclosing party; or (iv) was independently developed by the receiving party without use of the CONFIDENTIAL INFORMATION as evidenced by written records.

5.3 Non-Use and Confidentiality. The PARTIES shall maintain the CONFIDENTIAL INFORMATION in strict confidence and the PARTIES shall use CONFIDENTIAL INFORMATION only in accordance with the terms and conditions of this AGREEMENT. Each PARTY shall (i) limit its dissemination of CONFIDENTIAL INFORMATION to only those employees and agents of such PARTY and such PARTY's AFFILIATES, who require such CONFIDENTIAL INFORMATION in order to exercise the rights of each PARTY and such PARTY's AFFILIATES under this AGREEMENT and such employees and agents shall be subject to obligations of confidentiality at least as restrictive as those specified herein; and (ii) not disclose, without the prior written consent of the other PARTY, CONFIDENTIAL INFORMATION to any THIRD PARTY other than to (a) an AFFILIATE or SERVICE PROVIDER to the extent required for the purposes of this AGREEMENT, (b) to a REGULATORY AUTHORITY in connection with REGULATORY FILINGS, or (c) to any GOVERNMENTAL AUTHORITY in accordance with LAWS. In the event that the receiving party or anyone to whom it transmits the CONFIDENTIAL INFORMATION pursuant to this AGREEMENT becomes legally required to disclose any such CONFIDENTIAL INFORMATION, the receiving party shall provide the disclosing party with prompt notice of such required disclosure so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this AGREEMENT. In the event that such protective order or other remedy is not obtained, the receiving party shall furnish only that portion of the CONFIDENTIAL INFORMATION which is legally required to be furnished in the written opinion of the receiving party's counsel. The burdens of non-use and confidentiality under this Agreement will continue until terminated by mutual agreement between the PARTIES hereto.

5.4 Press Release. Neither PARTY will make any public press release or similar publicity announcement or disclosure that includes the other PARTY's names, logos, trademarks or service marks, or the physical likeness or names of its employees or investigators or other symbols of the other PARTY without the other PARTY's prior written consent.

5.5 Limited Use of Marks. LICENSEE shall not, at any time, employ any of the trade names, trademarks, trade dress, slogans, designs, or the like of LICENSOR or its AFFILIATES for any advertising, promotional, or other purposes without prior written permission to do so from LICENSOR; *provided, however,* that LICENSEE may disclose the existence of this AGREEMENT and the name of LICENSOR and its AFFILIATES to LICENSEE's AFFILIATES, SERVICE PROVIDERS and THIRD PARTIES, and to REGULATORY AUTHORITIES in connection with REGULATORY FILINGS and in accordance with the requirements of any GOVERNMENTAL AUTHORITIES (subject to Section 5.3 above).

6. Reservation of Rights. This AGREEMENT shall not limit the rights of LICENSOR or its AFFILIATES in any way regarding RIGHTS. It is specifically understood that as between the PARTIES to this AGREEMENT, LICENSOR reserves the right for itself or through its AFFILIATES to exercise its rights in its intellectual property, and to license, sublicense, assign or otherwise transfer such rights to others for any purpose whatsoever, under any terms it so chooses, in its sole discretion or not at all, including terms and conditions that are substantially similar to or different from those in this AGREEMENT. For purposes of clarification, LICENSOR may provide THIRD PARTIES with draft contracts that are substantially similar to this AGREEMENT at its sole discretion.

This AGREEMENT shall also not limit the rights of LICENSEE or its AFFILIATES to license their own intellectual property rights to any THIRD PARTY. For clarity, in order for any THIRD PARTY to use CELLS or any LICENSOR intellectual property rights thereto (including RIGHTS) for commercial purposes (including without limitation pre-IND commercial research), except as set forth in 2.1 (c), such a THIRD PARTY must obtain a separate license from LICENSOR for consideration and on terms and conditions to be determined by LICENSOR, and it is a material condition of this AGREEMENT that LICENSEE inform its clients, potential licensees and other THIRD PARTIES interested in such rights of this requirement in writing with a copy of each such notification to LICENSOR.

7. Term and Termination

7.1 TERM. This license is granted to LICENSEE as of the EFFECTIVE DATE, and will continue in perpetuity unless earlier terminated in accordance with this Section 7 (the "**TERM**").

7.2 Termination by LICENSEE. LICENSEE may terminate this AGREEMENT without specification of any reason with thirty (30) days' prior written notice to LICENSOR. Any such termination shall become effective at the end of the thirty (30) day notice period.

7.3 Termination by LICENSOR.

(i) Upon a material breach or default of a material term under this AGREEMENT by LICENSEE or an AFFILIATE of LICENSEE, including without limitation a failure to pay fees owed as specified in this AGREEMENT, this AGREEMENT may be terminated by LICENSOR upon sixty (60) days prior written notice to LICENSEE (the "**CURE PERIOD**"). Any termination of this AGREEMENT pursuant to this Section 7.3 shall become effective at the end of the CURE PERIOD, unless LICENSEE has cured any such material breach prior to the expiration of such CURE PERIOD.

(ii) In the event that LICENSEE notifies LICENSOR, or LICENSOR becomes independently aware, that any of LICENSEE's AFFILIATES or a particular SERVICE PROVIDER is using CELLS other than as permitted under this AGREEMENT (a "**NON-COMPLIANT ENTITY**"), the rights conveyed by LICENSEE or its AFFILIATES to such NON-COMPLIANT ENTITY under this AGREEMENT may be terminated by LICENSOR upon sixty (60) days' written notice to LICENSEE. Said notice shall become effective at the end of the sixty (60) day period, unless during said period LICENSEE causes the NON-COMPLIANT ENTITY to cure the non-compliant activities, and LICENSEE provides clear written evidence of such cure to LICENSOR.

(iii) LICENSOR shall have the right to terminate this AGREEMENT immediately at any time upon written notice to LICENSEE in the event that LICENSOR reasonably determines that continued performance under the AGREEMENT may violate any LAWS. LICENSOR shall communicate with LICENSEE regarding the circumstances giving rise to such termination and shall use commercially reasonable efforts to provide LICENSEE with advance notice of such termination. Prior to terminating the AGREEMENT as set forth herein, LICENSOR shall use commercially reasonable efforts to mitigate the potential violation of any LAWS.

Termination by LICENSOR in compliance with this Section 7.3 shall not, in any event, constitute a breach of this AGREEMENT.

7.4 Effect of Termination.

(a) Upon the effective date of termination of this AGREEMENT, all rights and licenses granted to LICENSEE and its AFFILIATES by LICENSOR hereunder, including any rights extended by LICENSEE and/or its AFFILIATES to SERVICE PROVIDERS or DISTRIBUTORS shall automatically and immediately terminate and LICENSEE shall immediately stop, and shall cause (if applicable) its AFFILIATES, SERVICE PROVIDERS, and DISTRIBUTORS to immediately stop, exercising the license rights granted to LICENSEE in Section 2.1 of this AGREEMENT.

(b) LICENSEE shall, as soon as practicable, but in any event, within sixty (60) days following the effective date of termination of this AGREEMENT cause its AFFILIATES and SERVICE PROVIDERS to return to LICENSEE or destroy all CELLS in such AFFILIATES' and/or SERVICE PROVIDERS' possession, with certification of such return or destruction in writing to LICENSEE (with a copy of such certification provided to LICENSOR upon request).

(c) Upon termination for any reason of rights conveyed by LICENSEE or its AFFILIATES to any AFFILIATE or SERVICE PROVIDER under this AGREEMENT, which termination does not include termination of the licenses granted to LICENSEE hereunder, LICENSEE shall, within thirty (30) days following the effective date of such termination, cause the terminated AFFILIATE or SERVICE PROVIDER to return to LICENSEE or destroy all CELLS in such AFFILIATE's or SERVICE PROVIDER's possession and to certify such return or destruction in writing to LICENSEE (with a copy of such certification provided to LICENSOR upon request).

(d) All rights and obligations of the PARTIES set forth herein that expressly or by their nature survive the expiration, assignment or termination of this AGREEMENT shall continue in full force and effect subsequent to, and notwithstanding the termination of this AGREEMENT until they are satisfied or by their nature expire and shall bind the PARTIES and their legal representatives, successors, and permitted assigns, including, without limitation (i) Sections 3 and 4 (to the extent that payment obligations existing before expiration or termination of this AGREEMENT remain unmet upon expiration or termination of this AGREEMENT); and (ii) Sections 1, 5, 6, 7.4, 8, 9.5, 9.6, 10, 11 and 12.

8. Assignment/Transferability.

8.1 Assignment by LICENSEE. This AGREEMENT is personal to LICENSEE and neither this AGREEMENT nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise, including, without limitation (i) through the acquisition by any person or group, directly or indirectly, of the beneficial ownership of more than fifty percent (50%) of the total voting power of LICENSEE; (ii) through a merger of

LICENSEE into another person or entity; and (iii) through the sale, lease or transfer of all or substantially all of the assets of LICENSEE to any person or entity in one or a series of related transactions with any of the foregoing referred to as a **"CHANGE OF CONTROL")** by LICENSEE, without the prior express written consent of LICENSOR, which shall not be unreasonably withheld, except that, without such consent, LICENSEE may transfer this Agreement to SOLID GT, LLC.

8.2 Assignment by LICENSOR. LICENSOR may assign all or any part of its rights and obligations under this AGREEMENT at any time without the consent of LICENSEE or its AFFILIATES or (if applicable) any successor or permitted transferee of LICENSEE to whom this AGREEMENT may have been assigned pursuant to Section 8.1. LICENSEE or (if applicable) any successor or permitted transferee agrees to execute such further acknowledgments or other instruments as LICENSOR may reasonably request in connection with such assignment.

8.3 Binding Effect. Any permitted assignment of this AGREEMENT shall be binding on the assignee. Any purported assignment or other transfer of this AGREEMENT other than as expressly set forth in Section 2.1 or this Section 8 shall be null and void.

9. Warranties and Representations; Acknowledgements; Limitation of Liability.

9.1 By LICENSOR. LICENSOR represents and warrants that, as of the EFFECTIVE DATE, it has the full right and authority to enter into this AGREEMENT and to grant to LICENSEE the rights granted in Section 2 of this AGREEMENT. For the avoidance of doubt, CELLS were provided "as is" solely for LICENSEE to generate derivatives products. Except as provided in this Section 9.1, LICENSOR makes no representations or warranties concerning the CELLS.

9.2 By LICENSEE.

(a) LICENSEE represents, warrants and covenants to LICENSOR that:

(i) LICENSEE has the full right and authority to enter into this AGREEMENT;

(ii) the use of CELLS by LICENSEE, its AFFILIATES and SERVICE PROVIDERS prior to the EFFECTIVE DATE has been in compliance with the non-financial terms and conditions of this AGREEMENT;

(iii) LICENSEE has complied with and shall comply with and require its AFFILIATES and SERVICE PROVIDERS to comply with all (i) LAWS; and (ii) requirements of REGULATORY AUTHORITIES in connection with the exercise of the rights granted to LICENSEE by LICENSOR hereunder;

(iv) LICENSEE will not resell CELLS;

(v) LICENSEE has and will maintain the technical and other requisite competencies to determine, and is solely responsible for determining, the suitability of the CELLS purchased from LICENSOR for use by LICENSEE;

(vi) LICENSEE and its AFFILIATES, as applicable, will conduct all necessary tests, comply with all applicable regulatory requirements and obtain all applicable REGULATORY AUTHORIZATIONS, issue all appropriate warnings and information to users, and be responsible for obtaining any required THIRD PARTY intellectual property rights with respect to LICENSEE'S and its AFFILIATES' (a) use of CELLS or RIGHTS and (b) COMMERCIALIZATION of LICENSEE PRODUCTS;

(vii) LICENSEE will adhere to LICENSEE'S procedures, current Good Manufacturing Practices (cGMP) process for manufacturing LICENSEE PRODUCTS, and will conduct all testing needed to ensure the safety, potency and purity of LICENSEE PRODUCTS and compliance with LAWS;

(viii) LICENSEE shall diligently pursue REGULATORY AUTHORIZATION for LICENSEE PRODUCTS and shall not sell or cause to be sold, use or cause to be used such LICENSEE PRODUCTS in any manner requiring such REGULATORY AUTHORIZATION until it is finally obtained; and

(ix) LICENSEE will comply with all applicable anticorruption and antibribery laws and will not knowingly take any action that would cause LICENSOR or any of its AFFILIATES to be in violation of such laws. As part of such compliance, LICENSEE represents that it shall not offer or make any improper payments of money or anything of value to a non-U.S. Government Official in connection with this AGREEMENT. Licensee shall not offer or make improper payments to a THIRD PARTY knowing, or suspecting, that the THIRD PARTY will give the payment, or a portion of it, to a Government Official.

(b) LICENSEE acknowledges and covenants that:

(i) CELLS were originally sold by LICENSOR and its AFFILIATES for research use only and are expressly not qualified for commercial, therapeutic or biotherapeutic purposes by LICENSOR or its AFFILIATES. LICENSEE assumes all responsibility and liability associated with LICENSEE'S use of CELLS for human use;

(ii) CELLS have not been tested by or for LICENSOR for safety or efficacy or any other purpose, unless expressly stated in LICENSOR's catalogues or on the label or other documentation accompanying the CELLS at the time the CELLS were sold to LICENSEE;

(iii) Except as provided in Section 2.4, LICENSOR has no obligation to develop any cell lineage history, testing results or any other cell line documentation relating to the CELLS;

(iv) Except as provided in Section 2.4, LICENSOR has not provided, nor does any term in this AGREEMENT require it to provide to LICENSEE, its AFFILIATES or any THIRD PARTY, any cell lineage history, testing results or any other cell line documentation relating to the CELLS at any time;

(v) there are gaps in the cell line history of CELLS. Except as provided in Section 2.4, LICENSEE agrees to assume all responsibility for addressing those gaps and documenting the steps it took to address those gaps. LICENSEE agrees to assume all responsibility for testing the CELLS, any derivatives thereof, and any products, including LICENSEE PRODUCTS that LICENSEE or its AFFILIATES offers for sale or sells or services that LICENSEE or its AFFILIATES performs that are manufactured using, derivatives of, or ever came in contact with the CELLS, for viral and/or bacterial contamination or other adventitious agents, and that it will remove any such contamination or adventitious agent from any additional processes, materials, or products that LICENSEE may create using or that came in contact with CELLS;

(vi) LICENSOR developed CELLS and provided CELLS to LICENSEE without expectation that CELLS would be used in humans;

(vii) LICENSEE's use of CELLS may require authorization from or licensure of THIRD PARTY intellectual property or proprietary rights and such THIRD PARTY rights are not herein conferred by LICENSOR to LICENSEE by implication, estoppel, or otherwise; and

(viii) nothing in this AGREEMENT shall be construed as conferring the right to use in advertising, publicity or otherwise any trademarks or any contraction, abbreviation, simulation or adaptation thereof, of LICENSOR, except as expressly set forth herein.

9.3 Mutual. Each PARTY represents and warrants to the other PARTY that (i) such PARTY is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) such PARTY has the legal power and authority to execute, deliver and perform this AGREEMENT; (iii) the execution, delivery and performance by such PARTY of this AGREEMENT has been duly authorized by all necessary corporate action; (iv) this AGREEMENT constitutes the legal, valid and binding obligation of such PARTY, enforceable against such PARTY in accordance with its terms; and (v) the execution, delivery and performance of this AGREEMENT will not cause or result in a violation of any law, of such PARTY's charter documents, or of any contract by which such PARTY is bound.

9.4 Anti-Boycott. Notwithstanding any other provision of this AGREEMENT, neither LICENSEE nor LICENSOR shall be required to take or refrain from taking any action impermissible or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation the anti-boycott laws administered by the U.S. Commerce and Treasury Departments.

9.5 Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER LICENSOR NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE MANUFACTURE, USE, IMPORT OR SALE OF CELLS OR LICENSEE PRODUCTS WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL OR PROPRIETARY RIGHTS OF A THIRD PARTY. LICENSOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES THAT THE USE OF CELLS, INCLUDING WITHOUT LIMITATION, THE USE OF CELLS IN THE MANUFACTURE OF LICENSEE PRODUCTS OR COMPONENTS THEREOF, THE USE OF THE RIGHTS OR THE USE OR TRANSFER OF SUCH LICENSEE PRODUCTS OR COMPONENTS THEREOF BY OR TO ANY AFFILIATE OR THIRD PARTY (INCLUDING A SERVICE PROVIDER), AND/OR ANY RESULTS OBTAINED BY USING SUCH CELLS, RIGHTS OR LICENSEE PRODUCTS OR COMPONENTS THEREOF, ARE, OR WILL BE, FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL OR PROPRIETARY RIGHTS OF THIRD PARTIES; AND THIS ALLOCATION OF RISK BETWEEN THE PARTIES IS REFLECTED IN THE TERMS OF THE AGREEMENT AND IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.

NEITHER LICENSOR NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE CELLS FOR HUMAN USE OR COMMERCIALIZATION.

9.6 Indirect Damages. NEITHER LICENSOR NOR ITS AFFILIATES SHALL BE LIABLE HEREUNDER TO LICENSEE, ITS AFFILIATES OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF USE DAMAGES) ARISING FROM THE MANUFACTURE OR USE OF CELLS OR LICENSEE PRODUCTS, OR THE USE OF THE RIGHTS, OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, EVEN IF LICENSOR AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

9.7 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF LICENSOR AND ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, REGARDLESS OF THE FORUM AND REGARDLESS OF

WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE COLLECTIVELY TO LICENSOR AND ITS AFFILIATES HEREUNDER (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION).

10. Export Regulations. LICENSEE on behalf of itself and its AFFILIATES hereby agrees to comply with all applicable U.S. export laws administered by the FDA and U.S. export control and economic sanctions laws, regulations, and orders, including without limitation those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Commerce Department's Bureau of Industry and Security. Without limiting the foregoing, LICENSEE covenants and agrees that neither it nor its AFFILIATES shall, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise release or dispose of any equipment, product, commodities, services, software, samples, materials, information, technical data, or technology received under this AGREEMENT to or through any individual, entity, or destination, or for use prohibited by the laws or regulations of the U.S. or any other applicable jurisdiction without having obtained prior authorization from the competent GOVERNMENTAL AUTHORITIES as required by all such laws and regulations. LICENSEE's or any of its AFFILIATES' breach of this provision shall constitute cause for immediate termination of this AGREEMENT. LICENSEE agrees to indemnify and hold harmless LICENSOR and its AFFILIATES for LICENSEE's or any of its AFFILIATES' non-compliance with these controls in connection with a breach of this provision.

11. Indemnity; Insurance.

11.1 Indemnification by LICENSEE. LICENSEE shall defend, indemnify and hold LICENSOR, AFFILIATES, and its and their respective officers, directors, employees and agents (the **"INDEMNITEES"),** harmless from and against all liability, damages, expenses (including reasonable attorneys' and expert witness fees and expenses), recoveries and losses resulting from any death, personal injury, illness or property damage (collectively, **"LOSSES")** resulting from any claims (including any claims for infringement or misappropriation of intellectual property), demands, actions, suits or proceedings (collectively, **"CLAIMS")** brought by a THIRD PARTY to the extent that such CLAIMS arise out of, are based on, or result from (i) the replication or use of CELLS by LICENSEE, its AFFILIATES or SERVICE PROVIDERS; (ii) the use of RIGHTS by LICENSEE, its AFFILIATES or SERVICE PROVIDERS; (iii) breach by LICENSEE or any of its AFFILIATES or SERVICE PROVIDERS of any representation, warranty or covenant made by LICENSEE in this AGREEMENT or (iv) any use, sale, or import of LICENSEE PRODUCTS, including but not limited to, use or reliance upon such LICENSEE PRODUCTS or RIGHTS, by LICENSEE, its AFFILIATES, SERVICE PROVIDERS and/or its or their DISTRIBUTORS or customers.

11.2 Indemnification Procedures. INDEMNITEES shall give written notice to LICENSEE in a reasonably timely manner after learning of such CLAIM. INDEMNITEES shall provide LICENSEE with reasonable assistance, at LICENSEE's expense, in connection with the defense of the CLAIM for which indemnity is being sought. INDEMNITEES may participate in and monitor such defense with counsel of its own choosing at its sole expense; *provided*, *however,* that LICENSEE shall have the right to assume and conduct the defense of the CLAIM with counsel of its choice. LICENSEE shall not settle any CLAIM without the prior written consent of the INDEMNITEES, not to be unreasonably withheld or delayed, unless the settlement involves only the payment of money. INDEMNITEES shall not settle any CLAIM without the prior written consent of LICENSEE. If LICENSEE does not assume and conduct the defense of the CLAIM as provided above, (i) INDEMNITEES may defend against, and consent to the entry of any judgment or enter into any settlement with respect to,

the CLAIM in any manner the INDEMNITEES may deem reasonably appropriate (and INDEMNITEES need not consult with, or obtain any consent from, LICENSEE in connection therewith); and (ii) LICENSEE will remain responsible to indemnify the INDEMNITEES as provided in this Section 11.

11.3 Insurance. LICENSEE will maintain the following insurance policies:

(a) Research and Development. As of the EFFECTIVE DATE of this AGREEMENT and until the date on which LICENSEE obtains a REGULATORY AUTHORIZATION to COMMERCIALIZE LICENSEE PRODUCT, LICENSEE will maintain in effect commercial general liability coverage, covering LICENSEE'S obligations under this AGREEMENT with limits not less than [XXX].

(b) Clinical Trials Insurance. From the first day LICENSEE commences clinical trials using materials manufactured using CELLS ("**LICENSEE'S CLINICAL TRIAL(S)**") and for at least five (5) years of consistent coverage (tail coverage for claims-made policy) after termination of this Agreement, LICENSEE will maintain in effect clinical trial insurance coverage with limits and policy terms required by local LAWS in the territories where the LICENSEE'S CLINICAL TRIALS are taking place and not less than:

(i) [XXX] upon commencement of PHASE I CLINICAL STUDY; and

(ii) [XXX] upon commencement of any LICENSEE'S CLINICAL TRIALS beyond PHASE I CLINICAL TRIAL.

(c) Insurance upon COMMERCIALIZATION. Prior to or upon the grant of a REGULATORY AUTHORIZATION to COMMERCIALIZE LICENSEE PRODUCT, LICENSEE will maintain commercial general liability and product liability insurance, covering therapeutic products and LICENSEE'S obligations under the terms of this AGREEMENT, including its indemnification obligations and costs for defense, for any claims arising from bodily injury and property damage regarding the use of CELLS with limits not less than [XXX]. This insurance policy will be maintained until the later of: (i) the expiration of any applicable statute of limitations, (ii) five (5) years following termination of this AGREEMENT, or (iii) five (5) years following the last sale of LICENSEE PRODUCTS.

(d) The insurance policies, or certificates issued to LICENSEE evidencing such insurance coverage shall:

(i) Name as additional insured each of LICENSOR and its AFFILIATES;

(ii) Be primary and non-contributing with, and not in excess of, any other insurance available to LICENSOR;

(iii) Have reasonable and customary deductible amounts compared to other similar companies in the biotechnology and biopharmaceutical industry;

(iv) Be issued by responsible insurance carriers licensed to do business in the state in which the project is located, and with a rating of not less than A-, as rated in the most currently available "Best's Insurance Guide;"

(e) LICENSEE will also maintain locally admitted commercial general liability and/or other clinical trial coverage and product liability insurance, covering therapeutic products and LICENSEE'S obligations under the terms of this AGREEMENT, in any other territories where (i) LICENSEE operates, (ii) LICENSEE'S CLINICAL TRIALS are taking place, or (iii) LICENSEE PRODUCTS are manufactured, COMMERCIALIZED, or used, as required by applicable LAWS. Such insurance policies shall name as additional insured each of LICENSOR and its AFFILIATES, if such additional insured language is customary in these territories.

(f) Certificates of insurance evidencing the coverage as required by this Section 11.3 will be delivered to LICENSOR by LICENSEE upon request. LICENSEE will notify LICENSOR if the insurance policy is cancelled, suspended, non-renewed, terminated, or materially altered, within thirty (30) days from such change.

(g) LICENSEE is solely responsible to ensure it maintains the appropriate insurance and level of coverage as required herein. In the event of a failure to carry and maintain the levels of insurance required herein or a failure to remedy any non-conformity, LICENSOR will be entitled to treat such failure as a material breach of the Agreement, in addition to all other rights and remedies available to LICENSOR.

12. General.

12.1 Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT between LICENSOR and LICENSEE as to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by this AGREEMENT. This AGREEMENT may be modified or amended only by a writing executed by authorized officers of both of the PARTIES.

12.2 Notices. Any notice required or permitted to be given by this AGREEMENT shall be given in writing in English by postpaid, first class, registered or certified mail, or by courier or facsimile, properly addressed to the other PARTY at the respective address as follows:

If to LICENSOR: With a copy, which shall not constitute notice to:

If to LICENSEE:

Solid Biosciences
161 First St. 3rd floor
Cambridge, MA 02142

Either PARTY may change its address by providing notice to the other PARTY. Unless otherwise specified herein, any notice given in accordance with the foregoing shall be deemed given within four (4) BUSINESS DAYS after the day of mailing, or one (1) BUSINESS DAY after the date of delivery to the courier, as the case may be.

12.3 Governing Law. This AGREEMENT shall be interpreted and enforced in accordance with laws of the State of California in the United States of America, without regard to its conflicts of laws rules, provided, that those matters pertaining to the validity or enforceability of patent rights shall be interpreted and enforced in accordance with the laws of the territory in which such patent rights exist. The parties expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall NOT apply to this Agreement.

12.4 Compliance with LAWS. Each PARTY agrees to comply with LAWS in exercising its rights and performing its obligations under this AGREEMENT. Nothing in this AGREEMENT shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this AGREEMENT or concerning the legal right of the PARTIES to enter into this AGREEMENT and any statute, law, ordinance or treaty, the latter shall prevail, but in such event the affected provisions of this AGREEMENT shall be curtailed and limited only to the extent necessary to bring it within the applicable legal requirements.

12.5 Injunctive Relief. Notwithstanding anything herein seemingly to the contrary, either PARTY may seek injunctive relief from a court of competent jurisdiction to prevent or limit damage to that PARTY's CONFIDENTIAL INFORMATION or otherwise preserve the status quo pending the proceeding.

12.6 Relationship of Parties. The relationship of the PARTIES is that of independent contractors, and nothing herein shall be construed as establishing one PARTY or its AFFILIATES as the agent, legal representative, joint venturer, partner, employee, or servant of the other PARTY or its AFFILIATES. Except as set forth herein, neither PARTY shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other PARTY or its AFFILIATES. No PARTY shall hold itself out as being the agent, legal representative, joint venturer, partner, employee, or servant of the other PARTY or its AFFILIATES or as having authority to represent or act for the other PARTY or its AFFILIATES in any capacity whatsoever, except as authorized herein.

12.7 Force Majeure. If the performance of this AGREEMENT or any obligation hereunder (except for the payment of money) is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, inability to procure raw materials, power or supplies, war, invasion, civil commotion or other violence, compliance with any order of any governmental authorities or any other act or conditions whatsoever beyond the reasonable control of either PARTY hereto, the PARTY so affected upon giving a prompt notice to the other PARTY shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the PARTY so affected shall use commercially reasonable efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed, to the extent commercially reasonable.

12.8 Unenforceability. If any provision of this AGREEMENT is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the PARTIES to the extent possible. In any event, all other provisions of this AGREEMENT shall be deemed valid and enforceable to the full extent possible.

12.9 Waiver, Modifications and Amendments. The failure of any PARTY to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision hereof shall not be deemed a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release or amendment of any obligation under or provision of this AGREEMENT shall be valid or effective unless in writing and signed by the PARTIES.

12.10 Headings. Headings used herein are for descriptive purposes only and shall not control or alter the meaning of this AGREEMENT as set forth in the text.

12.11 Severability. Should one or more of the provisions contained in this AGREEMENT be held invalid, illegal or unenforceable by a court or tribunal with jurisdiction to do so, then the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affect the PARTIES' substantive rights. In such instance, the PARTIES shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this AGREEMENT.

12.12 Counterparts. This AGREEMENT may be signed in one or more counterparts, all of which together shall constitute one and the same AGREEMENT, binding on the PARTIES as if such PARTIES had signed the same document. The execution and delivery of this Agreement by either Party hereto by facsimile transmission or e-mail delivery of a ".pdf' or similarly formatted data file will constitute valid execution and delivery of this Agreement.

IN WITNESS WHEREOF, the PARTIES intending to be legally bound have caused this AGREEMENT to be executed by their respective duly authorized representatives as of the EFFECTIVE DATE.

For LICENSOR:	**For LICENSEE:**
[XXX]	**Solid Biosciences**
By: [XXX] (signature)	By: /s/ Ilan Ganot (signature)
Name: [XXX] (please print)	Name: llan Ganot (please print)
Title: [XXX]	Title: CEO
Date: 12.01.16	Date:

CONFIDENTIAL TREATMENT REQUESTED

LICENSE AGREEMENT

This License Agreement is entered into as of this 23rd day of June, 2016 (the "Effective Date"), by and between **Solid GT, LLC,** a company organized under the laws of Delaware and having an address at 161 First Street, Suite #300, Cambridge, MA 02142 ("Licensee") and **President and Fellows of Harvard College,** an educational and charitable corporation existing under the laws and the constitution of the Commonwealth of Massachusetts, having a place of business at Richard A. and Susan F. Smith Campus Center, Suite 727, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 ("Harvard").

WHEREAS, certain Biological Material (as defined below) was developed in research conducted by Harvard researcher [XXX];

WHEREAS, Harvard is committed to the policy that ideas or creative works produced at Harvard should be used for the greatest possible public benefit, and believes that every reasonable incentive should be provided for the prompt introduction of such ideas into public use, all in a manner consistent with the public interest;

WHEREAS, Licensee desires to obtain a non-exclusive license to use the Biological Material and associated Technology Transfer Material (as defined below) to produce Viruses (as defined below) and to use Viruses to manufacture Products for sale; and

WHEREAS, Harvard desires to grant such a license to Licensee in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

Whenever used in this Agreement with an initial capital letter, the terms defined in this Article 1, whether used in the singular or the plural, will have the meanings specified below.

1.1. "Affiliate" means, with respect to a person, organization or entity, any person, organization or entity controlling, controlled by or under common control with, such person, organization or entity. For purposes of this definition only, "control" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control will be presumed to exist when a person, organization or entity (a) owns or directly controls fifty percent (50%) or more of the outstanding voting stock or other ownership interest of the other organization or entity or (b) possesses, directly or indirectly, the power to elect or appoint fifty percent (50%) or more of the members of the governing body of

the other organization or entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than fifty percent (50%), and that in such cases such lower percentage will be substituted in the preceding sentence.

1.2. "Aggregate Consideration" means the amount equal to:

1.2.1. in the case of an Asset Sale, the sum of (a) all cash and the fair market value of all securities or other property transferred to Licensee or Licensee's direct or indirect parent company at the time of the transaction, less all current and long-term liabilities (but not contingent liabilities) of Licensee that are not discharged or assumed by the buyer (or its affiliates) in connection with the Asset Sale and (b) all cash and the fair market value of all securities and other property for Trailing Consideration payable to Licensee or Licensee's direct or indirect parent company, when and if, actually paid; or

1.2.2. in the case of a Merger or Stock Sale, the sum of (a) all cash and the fair market value of all securities and other property transferred to the stockholders of Licensee or Licensee's direct or indirect parent company (and any option holders or warrant holders) in return for their stock (or options or warrants) in Licensee or Licensee's direct or indirect parent company at the time of the transaction and (b) all cash and the fair market value of all securities and other property transferred to the stockholders of Licensee or Licensee's direct or indirect parent company (and any option holders or warrant holders) for Trailing Consideration payable to the holders of Licensee's or Licensee's direct or indirect parent company's securities, when and if actually paid.

The valuation of any securities or other property shall be determined by reference to the operative transaction agreement for a respective Merger, Stock Sale or Asset Sale; provided that, if no such valuation is readily determinable from such operative transaction agreement, then for securities for which there is an active public market:

(a) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30-period ending three days prior to the closing of such transaction; or

(b) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three days prior to the closing of such transaction.

The method of valuation of securities subject to investment letters or other similar restrictions on free marketability shall take into account an appropriate discount from the market value as determined pursuant to clause (a) or (b) immediately above so as to reflect the approximate fair market value thereof.

For securities for which there is no active public market, the value shall be the fair market value thereof as either (a) determined in good faith by the board of directors of Licensee or Licensee's direct or indirect parent company, as the case may be, (b) approved by Harvard, such approval not to be unreasonably withheld or (c) determined by a third party appraiser appointed and paid for by Licensee.

1.3. "Biological Material" means any material listed in Exhibit 1.3 to this Agreement, together with all progeny, mutants, replicates and derivatives (modified or unmodified) thereof; provided, however that in no event shall a Virus or a Product be deemed Biological Material.

1.4. "Calendar Quarter" means each of the periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31 during the Term.

1.5. "Change of Control" means (a) a merger, share exchange or other reorganization in which Licensee (or its successor) is a constituent party **("Merger"),** (b) the acquisition, in a single transaction or series of related transactions, by a person or entity or a group of related persons or entities, of a majority of the voting power of Licensee (or such successor) from persons holding (either directly or indirectly) securities of Licensee (or such successor) (**"Stock Sale"**), or (c) the sale, lease, transfer, or other disposition, in a single transaction or series of related transactions of all or substantially all of the assets of Licensee (or such successor) (or that portion of its assets related to the subject matter of this Agreement)**("Asset Sale")**, in which, for each of (a), (b) and (c), the security holders of Licensee (or such successor) that control a majority of the voting power of Licensee (or such successor) prior to such transaction do not control, directly or indirectly, a majority of the voting power of the acquiring, surviving or successor entity, as the case may be; provided however, that (1) a transaction in which working capital is raised through the non-public issuance of equity in Licensee to investors shall not constitute a "Change of Control" and (2) Licensee's merger, combination or other transaction with its direct or indirect parent company or other Affiliate of Licensee shall not constitute a "Change of Control".

1.6. "FDA" means the United States Food and Drug Administration.

1.7. "Field" means the treatment of Duchenne Muscular Dystrophy.

1.8. "Major Country" means the United States, Japan, Germany, Italy, Spain, France and the United Kingdom, or the European Union, as a whole.

1.9. "Market Countries" means:

(a) All current and future Organization for Economic Cooperation and Development (OECD) countries, presently consisting of Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland,

Ireland, Italy, Republic of Korea, Japan, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, the UK, and the United States; and

(b) All current and future members of the European Union not otherwise members of the OECD; and

(c) People's Republic of China, India, Malaysia, Russian Federation, Singapore, and Taiwan.

1.10. "Marketing Approval" means all approvals from the relevant Regulatory Authority of a Major Country necessary to market and sell a Product in such country or territory.

1.11. "Net Sales" means the gross amount billed or invoiced by or on behalf of Licensee or its Sublicensees (in each case, the "Invoicing Entity") on sales, leases or other transfers of Products, less the following to the extent applicable with respect to such sales, leases or other transfers and not previously deducted from the gross invoice price: (a) customary trade, quantity or cash discounts to the extent actually allowed and taken; (b) amounts actually repaid or credited by reason of rejection or return of any previously sold, leased or otherwise transferred Products; (c) customer freight, shipping, transportation, delivery, packaging and/or cost of insurance prepaid charges that are paid or actually allowed by or on behalf of the Invoicing Entity; and (d) to the extent separately stated on purchase orders, invoices or other documents of sale, any sales, use, value added or similar taxes, tariffs, custom duties or other similar governmental charges levied directly on the production, sale, transportation, delivery or use of a Product that are paid by or on behalf of the Invoicing Entity, but not including any tax levied with respect to income; provided that:

1.11.1. in any transfers of Products between an Invoicing Entity and an Affiliate of such Invoicing Entity not for the purpose of resale by such Affiliate, Net Sales will be equal to the fair market value of the Products so transferred, assuming an arm's length transaction made in the ordinary course of business, and

1.11.2. in the event that an Invoicing Entity receives non-cash consideration for any Products or in the case of transactions not at arm's length with a non-Affiliate of an Invoicing Entity, Net Sales will be calculated based on the fair market value of such consideration or transaction, assuming an arm's length transaction made in the ordinary course of business;

1.11.3. sales of Products to Public Sector entities in Non-Suit Countries for end use solely in Non-Suit Countries will not be deemed Net Sales; and

1.11.4. sales of Products by an Invoicing Entity to its Affiliate or a Sublicensee for resale by such Affiliate or Sublicensee will not be deemed Net Sales. Instead, Net Sales will be determined based on the gross amount billed or invoiced by such Affiliate or Sublicensee upon resale of such Products to a third party purchaser.

1.12. "Non-Royalty Income" means any payments or other consideration that Licensee or any of its Affiliates receives in connection with a Sublicense or Strategic Partnership, including without limitation, fees, milestone payments, agreement maintenance fees, and other payments, but specifically excluding (a) royalties based on Net Sales, (b) amounts received from a Sublicensee or Strategic Partner to cover reasonable, fully-burdened costs incurred or to be incurred by Licensee in the performance of research or development activities after the Effective Date, (c) amounts received from a Sublicensee or Strategic Partner as reimbursement for out-of- pocket costs incurred by Licensee in the preparation, filing, prosecution and maintenance of the Patent Rights, or (d) consideration for the issuance of equity interests in Licensee to the extent the amount paid for such equity does not exceed its fair market value. If Licensee or its Affiliate receives non-cash consideration in connection with a Sublicense or Strategic Partnership, or in the case of transactions not at arm's length, Non-Royalty Income will be calculated based on the fair market value of such consideration or transaction, at the time of the transaction, assuming an arm's length transaction made in the ordinary course of business. To the extent Licensee receives compensation for both a grant of a Sublicense of rights to the Biological Material and/or the Technology Transfer Material under Section 2.1 and the grant of other rights or licenses to intellectual property other than a Sublicense of rights granted under Section 2.1, such compensation will be reasonably apportioned between that amount attributable to the Sublicense of rights under Section 2.1, which shall be deemed Non-Royalty Income, and that amount attributable to the grant of other rights or licenses in such other intellectual property, which shall be excluded from Non-Royalty Income, such apportionment to be reasonably agreed upon by the Parties.

1.13. "Non-Suit Countries" means all countries other than Market Countries.

1.14. "Product" means any product produced by a Virus or through the use of the Biological Material or Technology Transfer Material.

1.15. "Public Sector" will include:

(a) the sovereign government of a country;

(b) agencies of the United Nations and the World Health Organization;

(c) non-profit organizations which are members of the International Committee of the Red Cross and Red Crescent;

(d) international charitable agencies (also known as Non-Governmental Agencies) including but not limited to Oxfam, Medecins Sans Frontieres, and so forth;

(e) non-profit organizations substantially supported by philanthropic organizations including but not limited to the Bill and Melinda Gates Foundation, the Rockefeller Foundation and so forth, specifically including global product development and distribution public-private partnerships.

1.16. "Regulatory Authority" means any applicable government regulatory authority involved in granting approvals for the manufacturing and marketing of a Product, including, in the United States, the FDA.

1.17. "Strategic Partner" means any entity that agrees to compensate Licensee or its Affiliate in exchange for: Licensee's or its Affiliate's practice of the Patent Rights and/or development of Products, on behalf of or in collaboration with such entity, including without limitation, for commercialization and development activities for Products. Any entity which meets the foregoing criteria, that also receives a Sublicense shall be considered a Sublicensee, and not a Strategic Partner, for the purposes of this Agreement.

1.18. "Strategic Partnership" means any agreement with a Strategic Partner.

1.19. "Sublicense" shall mean (a) any right granted, license given or agreement entered into by Licensee to or with any other person or entity (including strategic or development partnerships), under or with respect to or permitting any use or exploitation of the Biological Material and/or the Technology Transfer Material for the purpose of producing Viruses to be used in the production of Products, or otherwise permitting the development, manufacture, marketing, distribution, use and/or sale of Products; (b) any option or other right granted by Licensee to any other person or entity to negotiate for or receive any of the rights described under clause (a); or (c) any standstill or similar obligation undertaken by Licensee toward any other person or entity not to grant any of the rights described in clause (a) or (b) to any third party; in each case regardless of whether such grant of rights, license given or agreement entered into is referred to or is described as a sublicense.

1.20. "Sublicensee" shall mean any person or entity granted a Sublicense.

1.21. "Technology Transfer Material" means the methods, protocols and other information listed in Exhibit 1.21 hereto.

1.22. "Term" means the term of this Agreement as set forth in Section 6.1.

1.23. "Third Party" means any person or entity other than Harvard, Licensee and Licensee's Affiliates.

1.24. "Trailing Consideration" means any payments due for any deferred or contingent aggregate consideration payable to Licensee, its direct or indirect parent company, or its security holders, as the case may be, with respect to an Asset Sale, Merger or Stock Sale, including, without limitation, any post-closing milestone payment, escrow or holdback of consideration.

1.25. "Virus" means any virus produced by Licensee or a Sublicensee through use of the Biological Material that does not contain any Biological Material or any functional portion or functional fragment thereof.

2. License.

2.1. License Grant. Subject to the terms and conditions set forth in this Agreement, Harvard hereby grants to Licensee a non-exclusive, royalty-bearing, worldwide license, sublicensable solely in accordance with Section 2.2, to use the Biological Material and the Technology Transfer Material solely to produce Viruses solely to make and sell Products for use in the Field.

2.2. Sublicenses.

2.2.1. Sublicense Grant. Licensee will be entitled to grant Sublicenses to Third Parties under the license granted pursuant to Section 2.1 subject to the terms of this Section 2.2; provided that in each case such grant is made (a) in conjunction with a license to technology owned or controlled by Licensee (other than the Biological Material and the Technology Transfer Material) that is included in or useful for the making of Products, and (b) solely for the manufacture of Viruses solely to make and sell Products for use in the Field. Affiliates of Licensee shall be permitted to exercise such right as a Sublicensee only with Harvard's prior written consent, not to be unreasonably withheld or delayed; and provided, further, that Licensee shall ensure that any such Affiliate complies with the terms of this Section 2.2.

2.2.2. Sublicense Agreements. Sublicenses shall be granted pursuant to written agreements, which will be subject and subordinate to the terms and conditions of this Agreement. Such Sublicense agreements will contain, among other things, the following:

2.2.2.1. all provisions necessary to ensure Licensee's ability to perform its obligations under this Agreement;

2.2.2.2. a section substantially the same as Article 5 of this Agreement, which also will state that the Indemnitees (as defined in Section 5.1) are intended third party beneficiaries of such Sublicense agreement for the purpose of enforcing such indemnification;

2.2.2.3. a provision clarifying that, in the event of termination of the license set forth in Section 2.1 (in whole or in part), any existing Sublicense agreement shall terminate to the extent of such terminated license; provided, however, that, for each Sublicensee, upon termination of the license, if the Sublicensee is not then in breach of the Sublicense agreement such that Licensee would have the right to terminate such Sublicense agreement, such Sublicensee shall have the right to obtain a direct license from Harvard on the same terms and conditions as set forth herein, which direct license shall not impose any representations, warranties, obligations or liabilities on Harvard that are not included in this Agreement;

2.2.2.4. a provision clarifying that the Sublicensee shall only be entitled to sublicense its rights under such Sublicense agreement on the terms set forth in this Section 2.2; and

2.2.2.5. a provision prohibiting the Sublicensee from assigning the Sublicense agreement without the prior written consent of Harvard, except that Sublicensee may assign the Sublicense agreement to a successor in connection with the merger, consolidation or other reorganization of the Sublicensee, or the sale of all or substantially all of its assets or that portion of its business to which the Sublicense agreement relates; provided, however, that any permitted assignee agrees in writing to be bound by the terms of such Sublicense agreement.

2.2.3. Delivery of Sublicense Agreement. Licensee shall furnish Harvard with a fully executed copy of any Sublicense agreement, redacted with respect to matters not relevant to Harvard's interest, promptly after its execution (or promptly after the Effective Date with respect to Sublicense agreements entered into prior to the Effective Date). Harvard shall keep all such agreements and their terms confidential and shall use them solely for the purpose of monitoring Licensee's and Sublicensees' compliance with their obligations hereunder and enforcing Harvard's rights under this Agreement.

2.2.4. Breach by Sublicensee. During the term of this Agreement, Licensee shall be responsible for any breach of a Sublicense agreement by a Sublicensee that results in a material breach of this Agreement. Licensee may elect (a) to cure such breach in accordance with Section 6.2.2 of this Agreement or (b) to enforce its rights by terminating such Sublicense agreement in accordance with the terms thereof.

2.3. Biological Material.

2.3.1. As between the parties hereto, subject to the the terms herein, including without limitation, the license granted to Licensee pursuant to Section 2.1 and any Sublicenses granted to Sublicensees pursuant to Section 2.2, all rights, title and interest in and to all Biological Material, and any intellectual property applying thereto, shall be owned solely and exclusively by Harvard.

2.3.2. Licensee shall not use Biological Material other than in accordance with the rights expressly granted to it hereunder. Except in connection with Sublicenses granted pursuant to Section 2.2, Licensee shall not sell or otherwise transfer any Biological Material to any third party.

2.3.3. The Biological Material is provided only for use in animals or *in vitro.* THE BIOLOGICAL MATERIAL SHALL NOT BE USED IN HUMANS.

2.3.4. Licensee shall inform Harvard's Office of Technology Development (at 1350 Massachusetts Avenue, Richard A. and Susan F. Smith Campus Center, Suite 727, Cambridge, MA 02138, (617) 495-3067, Attn: Chief Technology Development Officer) of any Biological Material created by Licensee that is different from, and a modification to, the Biological Material listed in Exhibit 1.3, and upon Harvard's request, shall provide samples of such material to Harvard.

2.3.5. Licensee shall deliver to Harvard between [XXX] and [XXX] of the product of Licensee's expansion of the Biological Material, at Licensee's expense, no later than August 15, 2016.

2.3.6. As between the parties hereto, all right, title and interest in and to all Viruses, Products, and any intellectual property applying thereto or to the production thereof, shall be owned solely and exclusively by Licensee. For the avoidance of doubt, nothing herein prohibits or is intended to prohibit the use of Products in humans.

2.4. No Other Grant of Rights. Except as expressly provided herein, nothing in this Agreement will be construed to confer any ownership interest, license or other rights upon Licensee by implication, estoppel or otherwise as to any technology, intellectual property rights, products or biological materials of Harvard, or any other entity, regardless of whether such technology, intellectual property rights, products or biological materials are dominant, subordinate or otherwise related to any Biological Material or Technology Transfer Material.

3. Consideration for Grant of License.

3.1. License Issuance Fee. Within thirty (30) days after the Effective Date, Licensee shall pay Harvard a non-refundable license issuance fee in the amount of [XXX]. Such license issuance fee shall be creditable against any royalty amounts payable under Section 3.3 below with respect to Products sold in calendar year 2016.

3.2. License Maintenance Fee. Licensee shall pay Harvard a non-refundable annual license maintenance fee as follows: [XXX] for each (full or partial) calendar year prior to Marketing Approval; [XXX] for the first full calendar year after Marketing Approval; [XXX] for the second full calendar year after Marketing Approval; and [XXX] for the third full calendar year after Marketing Approval and each calendar year thereafter; provided, that if Licensee grants rights to the Biological Material and/or the Technology Transfer Material to a Sublicensee or a Strategic Partner, the annual maintenance fee payable to Harvard as set forth above shall thereafter be [XXX]. Each such annual maintenance fee shall be due and payable on January 2nd of the calendar year to which such fee applies. Each annual license maintenance fee shall be creditable against any royalty amounts payable under Section 3.3 below with respect to Products sold in the same calendar year that such annual license maintenance fee applies.

3.3. Royalty on Net Sales. Licensee shall pay Harvard an amount equal to (i) [XXX] of Net Sales with respect to the first [XXX] of cumulative Net Sales, and (ii) [XXX] of Net Sales with respect to cumulative Net Sales in excess of [XXX].

3.4. Non-Royalty Income Fee. Licensee will pay Harvard an amount equal to [XXX] of all Non-Royalty Income.

3.5. Milestone Payments. With respect to each Product, Licensee will pay Harvard [XXX] within [XXX] after first [XXX] of such Product.

3.6. Change of Control Payment. [XXX]

3.7. Late Payment. Any payment by Licensee that is not paid on or before the date such payment is due under this Agreement will bear interest at the lower of (a) [XXX] and (b) the maximum rate allowed by law. Interest will accrue beginning on the first day following the due date for payment and will be compounded quarterly. Payment of such interest by Licensee shall not limit, in any way, Harvard's right to exercise any other remedies Harvard may have as a consequence of the lateness of any payment.

3.8. Payment Method. Each payment due to Harvard under this Agreement shall be paid by check or wire transfer of funds to Harvard's account in accordance with written instructions provided by Harvard. If made by wire transfer, such payments shall be marked so as to refer to this Agreement. All payments due under this Agreement will be paid in U.S. Dollars. Conversion of foreign currency to U.S. Dollars will be made at the conversion rate existing in the United States (as reported in the *Wall Street Journal*) on the last working day of the applicable Calendar Quarter. Such payments will be without deduction of exchange, collection or other charges.

3.9. Reporting. Within thirty (30) days after the conclusion of each Calendar Quarter commencing with the first Calendar Quarter in which Net Sales are generated or Non-Royalty Income is received, Licensee shall deliver to Harvard a report containing the following information (in each instance, with a Product-by-Product breakdown):

3.9.1. the number of units of Products sold, leased or otherwise transferred by Invoicing Entities for the applicable Calendar Quarter (with a Product-by-Product breakdown);

3.9.2. the gross amount billed or invoiced for Products sold, leased or otherwise transferred by Invoicing Entities during the applicable Calendar Quarter;

3.9.3. a calculation of Net Sales for the applicable Calendar Quarter, including an itemized listing of allowable deductions;

3.9.4. a detailed accounting of all Non-Royalty Income received during the applicable Calendar Quarter; and

3.9.6. the total amount payable to Harvard in U.S. Dollars on Net Sales and Non- Royalty Income for the applicable Calendar Quarter, together with the exchange rates used for conversion.

Each such report shall be certified on behalf of Licensee as true, correct and complete in all material respects. If no amounts are due to Harvard for a particular Calendar Quarter, the report shall so state.

3.10. Records. Licensee shall maintain, and shall cause its Affiliates and Sublicensees to maintain, complete and accurate records of Products that are made, used, sold, leased or transferred under this Agreement, any amounts payable to Harvard in relation to such Products, and all Non-Royalty Income received by Licensee and its Affiliates, which records shall contain sufficient information to permit Harvard to confirm the accuracy of any reports or notifications delivered to Harvard under Section 3.9. Licensee, its Affiliates and/or its Sublicensees, as applicable, shall retain such records relating to a given Calendar Quarter for at least five (5) years after the conclusion of that Calendar Quarter, during which time Harvard will have the right, at its expense, to cause an independent, certified public accountant (or, in the event of a non-

financial audit, other appropriate auditor) to inspect such records during normal business hours for the purposes of verifying the accuracy of any reports and payments delivered under this Agreement and Licensee's compliance with the terms hereof. Such accountant or other auditor, as applicable, shall not disclose to Harvard any information other than information relating to the accuracy of reports and payments delivered under this Agreement. The parties shall reconcile any underpayment or overpayment within thirty (30) days after the accountant delivers the results of the audit. If any audit performed under this Section 3.10 reveals an underpayment in excess of [XXX] in any calendar year, Licensee shall reimburse Harvard for all amounts incurred in connection with such audit. Harvard may exercise its rights under this Section 3.10 only once every year per audited entity and only with reasonable prior notice to the audited entity.

4. Warranties; Limitation of Liability.

4.1. Compliance with Law. Licensee represents and warrants that it will comply, and that it will ensure that its Affiliates comply, with all local, state and international laws and regulations relating to the Biological Material and to the development, manufacture, use, sale and importation of Viruses and Products. Without limiting the foregoing, Licensee represents and warrants that it will comply with all United States export control laws and regulations with respect to Biological Material and any Viruses and Products developed or made through the use thereof.

4.2. Harvard Representations and Warranties. Harvard hereby represents and warrants to Licensee that Harvard has the authority to grant the license herein to the Biological Material and the Technology Transfer Material and Harvard has not granted to any Third Party any rights that would conflict with this Agreement.

4.3. No Warranty.

4.3.1. HARVARD MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE COMMERCIAL OR SCIENTIFIC VALUE OF THE BIOLOGICAL MATERIAL. HARVARD MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE BIOLOGICAL MATERIAL, TECHNOLOGY TRANSFER MATERIAL, OR THE DEVELOPMENT, MANUFACTURE, USE, SALE OR IMPORTATION OF ANY VIRUS OR PRODUCT, OR ANY ELEMENT THEREOF, WILL NOT INFRINGE THE PATENT OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

4.3.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY TECHNOLOGY, PATENTS, MATERIALS (INCLUDING BIOLOGICAL MATERIAL), GOODS, SERVICES, RIGHTS, TECHNOLOGY TRANSFER MATERIAL OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

4.3.3. ALL BIOLOGICAL MATERIAL IS EXPERIMENTAL IN NATURE AND SHALL BE USED WITH PRUDENCE AND APPROPRIATE CAUTION SINCE NOT ALL OF THEIR CHARACTERISTICS ARE KNOWN.

4.4. Limitation of Liability.

4.4.1. Except with respect to matters for which Licensee is obligated to indemnify Harvard under Article 5, neither party will be liable to the other with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for (a) any indirect, incidental, consequential or punitive damages or lost profits or (b) cost of procurement of substitute goods, technology or services.

4.4.2. Harvard's aggregate liability for all damages of any kind arising out of or relating to this Agreement or its subject matter under any contract, negligence, strict liability or other legal or equitable theory shall not exceed the amounts paid to Harvard under this Agreement.

5. Indemnification and Insurance.

5.1. Indemnity.

5.1.1. Licensee shall indemnify, defend and hold harmless Harvard and its current and former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students, and agents and their respective successors, heirs and assigns (collectively, the "Indemnitees") from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including reasonable attorneys' fees and other costs and expenses of litigation) by or owed to a third party, based upon, arising out of, or otherwise relating to the activities of Licensee and Sublicensees under this Agreement, including any cause of action relating to product liability concerning any product, process, or service made, used, sold or performed pursuant to any right or license granted under this Agreement (collectively, the "Claims"); provided, however that Licensee's indemnification obligations hereunder shall not apply to any Claim to the extent that it is attributable to the gross negligence or willful misconduct of any Indemnitee.

5.1.2. Licensee shall, at its own expense, provide attorneys reasonably acceptable to Harvard to defend against any actions brought or filed against any Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought. Any Indemnitee seeking indemnification hereunder shall promptly notify Licensee of such Claim; provided further that any failure of or delay in such notification shall not affect Licensee's indemnification obligation unless and to the extent such failure or delay is materially

prejudicial to Licensee. The Indemnitees shall provide Licensee, at Licensee's expense, with reasonable assistance and full information with respect to such Claim and give Licensee sole control of the defense of any Claim. Neither Licensee nor Harvard shall settle any Claim without the prior written consent of the other, which consent shall not be unreasonably withheld.

5.2. Insurance.

5.2.1. Beginning at the time any Product is being commercially distributed or sold by Licensee, or by an Affiliate or agent of Licensee, Licensee shall, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than [XXX] per incident and [XXX] annual aggregate and naming the Indemnitees as additional insureds. Such commercial general liability insurance shall provide: (a) product liability coverage and (b) broad form contractual liability coverage for Licensee's indemnification obligations under this Agreement.

5.2.2. If Licensee elects to self-insure all or part of the limits described above in Section 5.2.1 (including deductibles or retentions that are in excess of [XXX] annual aggregate) such self-insurance program must be acceptable to Harvard and CRICO/RMF (Harvard's insurer) in their sole discretion. The minimum amounts of insurance coverage required shall not be construed to create a limit of Licensee's liability with respect to its indemnification obligations under this Agreement.

5.2.3. Licensee shall provide Harvard with written evidence of such insurance upon request of Harvard. Licensee shall provide Harvard with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance. If Licensee does not obtain replacement insurance providing comparable coverage within thirty (30) days after such notice, Harvard shall have the right to terminate this Agreement effective at the end of such thirty (30) day period without notice or any additional waiting periods.

5.2.4. Licensee shall maintain such commercial general liability insurance beyond the expiration or termination of this Agreement during: (a) the period that any Product is being commercially distributed or sold by Licensee, or an Affiliate or agent of Licensee; and (b) a reasonable period after the period referred to in (a) above which in no event shall be less than [XXX].

6. Term and Termination.

6.1. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Article 6, shall continue in full force and effect for fifteen (15) years thereafter (the "Initial Term"). After the Initial Term, this Agreement shall renew for successive three-year periods (the Initial Term and such period, the "Term") unless

either Party gives the other Party written notice of its desire to terminate the Agreement no less than sixty (60) days prior to the expiration of the Initial Term or any applicable successive period during the Term.

6.2. Termination.

6.2.1. Termination Without Cause. Licensee may terminate this Agreement upon sixty (60) days prior written notice to Harvard.

6.2.2. Termination for Default.

6.2.2.1. In the event that either party commits a material breach of its obligations under this Agreement and fails to cure that breach within ninety (90) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach.

6.2.2.2. If Licensee defaults in its obligations under Section 5.2 to procure and maintain insurance or, if Licensee has in any event failed to comply with the notice requirements contained therein and fails to cure that default within thirty (30) days after receiving written notice thereof, Harvard may terminate this Agreement immediately upon written notice to Licensee.

6.2.4. Bankruptcy. Harvard may terminate this Agreement upon notice to Licensee if Licensee becomes insolvent, is adjudged bankrupt, applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of its creditors, voluntarily files for bankruptcy or has a receiver or trustee (or the like) in bankruptcy appointed by reason of its insolvency, or in the event an involuntary bankruptcy action is filed against Licensee and not dismissed within ninety (90) days, or if Licensee becomes the subject of liquidation or dissolution proceedings or otherwise discontinues business.

6.3. Effect of Termination.

6.3.1. Termination of Rights. Upon any termination or expiration of this Agreement, (a) the rights and licenses granted to Licensee under Article 2 shall terminate, (b) all rights in and to and under the Biological Material and Technology Transfer Material will revert to Harvard and, subject to Section 6.3.2, neither Licensee nor its Sublicensees may make any further use or exploitation of any Biological Material or Technology Transfer Material and (c) any existing Sublicense shall terminate; provided, however, that, for each Sublicensee, upon termination of the license, if the Sublicensee is not then in breach of the Sublicense agreement such that Licensee would have the right to terminate such Sublicense agreement, such Sublicensee shall have the right to obtain a direct license from Harvard on the same terms and conditions as set forth herein, which shall not impose any representations, warranties, obligations

or liabilities on Harvard that are not included in this Agreement. Furthermore, in the event of any termination or expiration of this Agreement, Licensee shall destroy, and shall cause its agents and Sublicensees to destroy, all Biological Material under their control or in their possession.

6.3.2. Accruing Obligations. Termination or expiration of this Agreement shall not relieve the parties of obligations accruing prior to such termination or expiration, including obligations to pay amounts accruing hereunder up to the date of termination or expiration. After the date of termination or expiration (except in the case of termination by Harvard pursuant to Section 6.2), Licensee and its Sublicensees (a) may sell Products then in stock and (b) may complete the production of Products then in the process of production and sell the same; provided that, in the case of both (a) and (b), Licensee shall maintain insurance in accordance with the requirements of Section 5.2.

6.4. Survival. The parties' respective rights, obligations and duties under Articles 4, 5 and 7 and Sections 2.2.2.3 (but only with respect to a Sublicensee's right to obtain a direct license from Harvard), 2.3, 3.1, 3.6, 6.3, 6.4, as well as any rights, obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

7. Miscellaneous.

7.1. No Security Interest. Licensee shall not enter into any agreement under which Licensee grants to or otherwise creates in any third party a security interest in this Agreement or any of the rights granted to Licensee herein. Any grant or creation of a security interest purported or attempted to be made in violation of the terms of this Section 7.1 shall be null and void and of no legal effect.

7.2. Use of Name. Except as provided below, Licensee shall not, and shall ensure that its Affiliates and Sublicensees shall not, use or register the name "Harvard" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Harvard or any Harvard school, unit, division or affiliate ("Harvard Names") for any purpose except with the prior written approval of, and in accordance with restrictions required by, Harvard. Without limiting the foregoing, Licensee shall, and shall ensure that its Affiliates and Sublicensees shall, cease all use of Harvard Names on the termination or expiration of this Agreement except as otherwise approved by Harvard. This restriction shall not apply to any information required by law to be disclosed to any governmental entity.

7.3. Entire Agreement. This Agreement is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the parties with respect to the same.

7.4. Notices. Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, overnight delivery or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 7.4:

If to Licensee (invoices only):	Solid GT, LLC 161 First Street, Suite #300 Cambridge, MA 02142 Fax: Email: Phone: Attn:
If to Licensee (all other notices):	Solid GT, LLC 161 First Street, Suite #300 Cambridge, MA 02142 Fax: Email: Phone: Attn:
If to Harvard:	Office of Technology Development Harvard University Richard A. and Susan F. Smith Campus Center 727 1350 Massachusetts Avenue Cambridge, Massachusetts 02138 Fax: Attn.: Chief Technology Development Officer

Any notice shall be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by facsimile or overnight delivery, one business day after transmission or dispatch; (c) by certified mail, as evidenced by the return receipt. If notice is sent by facsimile, a confirming copy of the same shall be sent by mail to the same address.

7.5. Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the

Commonwealth of Massachusetts, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts. Each party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such party.

7.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

7.7. Headings. Section and subsection headings are inserted for convenience of reference only and do not form a part of this Agreement.

7.8. Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Agreement must be delivered in a .pdf format.

7.9. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay or failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

7.10. No Agency or Partnership. Nothing contained in this Agreement shall give either party the right to bind the other, or be deemed to constitute either party as agent for or partner of the other or any third party.

7.11. Assignment and Successors. This Agreement may not be assigned by either party without the consent of the other, which consent shall not be unreasonably withheld, except that each party may, without such consent, assign this Agreement and the rights, obligations and interests of such party to any purchaser of all or substantially all of its assets to which the subject matter of this Agreement relates, or to any successor corporation resulting from any merger or consolidation of such party with or into such corporation; provided, in each case, that the assignee agrees in writing to be bound by the terms of this Agreement. Any assignment purported or attempted to be made in violation of the terms of this Section 7.11 shall be null and void and of no legal effect.

7.12. Force Majeure. Except for monetary obligations hereunder, neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

7.13. Interpretation. Each party hereto acknowledges and agrees that: (a) it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; (c) the terms and provisions of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement; and (d) the use of "include," "includes," or "including" herein shall not be limiting and "or" shall not be exclusive.

7.14. Severability. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

President and Fellows of Harvard College

By: /s/ Meghan D. McCollum Fenno
Name: Meghan D. McCollum Fenno
Title: Director of Technology Transactions
Office of Technology Development
Harvard University

Solid GT, LLC

By: /s/ llan Ganot
Name: llan Ganot
Title: CEO

Exhibit 1.3

Biological Material

[XXX]

[XXX] CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

Exhibit 1.21

Technology Transfer Material

[XXX]

[XXX] CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

Exhibit 16.1

Katz, Nannis + Solomon, PC
Certified Public Accountants

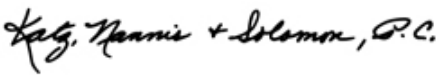
July 24, 2017

Securities and Exchange Commission
100 F Street N.E.
Washington, DC 20549

Dear Ladies and Gentlemen:

We have read the section entitled “Experts – Change in our public accounting firm”in the Registration Statement on Form S-1 of Solid Biosciences, LLC and agree with the statements in this section concerning our firm.

Katz, Nannis + Solomon, P.C.



Waltham, Massachusetts

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