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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 31, 2026

SERES THERAPEUTICS, INC.
(Exact name of Registrant as Specified in Its Charter)

Delaware	001-37465	27-4326290
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

101 Cambridgepark Drive Cambridge, MA	02140
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (617) 945-9626

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	MCRB	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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 pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Lease Amendment and Termination Agreement

On July 31, 2026 (the "Execution Date"), Seres Therapeutics, Inc. (the "Company") entered into the Third Amendment to Lease and Termination Agreement (the "Termination Agreement") with BMR-Sidney Research Campus LLC, a Delaware limited liability company (the "Sidney Street Landlord"), the purpose of which is to effect an early termination of one of the Company's leases, reducing the Company's ongoing annual facilities costs and materially eliminating the Company's primary restoration obligations. The Termination Agreement amends the Lease Agreement, dated November 11, 2015, by and between the Company and the Sidney Street Landlord (as amended, the "Lease"), pursuant to which the Company leases approximately 68,636 rentable square feet of office, laboratory, and manufacturing space located at 200 Sidney Street, Cambridge, Massachusetts (the "Existing Premises").

The Termination Agreement provides for (i) effective as of August 1, 2026, the surrender by the Company to the Landlord of an aggregate area of approximately 21,295 rentable square feet of the Existing Premises (the "Early Termination Premises") and (ii) the revision of the expiration date of the term of the Lease with respect to the remaining 47,341 rentable square feet of the Existing Premises (the "Renewal Premises") from January 13, 2031 to December 31, 2026. As consideration for the Termination Agreement, the Company agreed to pay the following: (i) an increase to the letter of credit held by the Sidney Street Landlord in the amount of approximately $2.2 million (for a total letter of credit of approximately $3.6 million), which the Sidney Street Landlord will apply toward rent and operating expenses through the term of the Renewal Premises, (ii) on or before January 4, 2027, a deferred payment of $3.85 million, representing an additional termination payment, and (iii) an equity issuance of shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), valued at approximately $0.5 million (the "Share Issuance").

The foregoing description of the Termination Agreement does not purport to be complete and is qualified in its entirety by reference to the Termination Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Stock Issuance Agreement

On July 31, 2026, in connection with the Share Issuance, the Company entered into a Stock Issuance Agreement (the "Stock Issuance Agreement") with the Sidney Street Landlord, pursuant to which the Company agreed to issue 103,520 shares of Common Stock (the "Shares") to the Sidney Street Landlord at a price per share of $4.83, which was the closing price of the Common Stock on the Nasdaq Global Select Market ("Nasdaq") on July 31, 2026, for a total value of $500,001.60.

The Shares are to be issued no later than five business days after the Execution Date. The Shares are registered under the Company's registration statement on Form S-3 (File No. 333-273794), pursuant to a prospectus supplement, dated July 31, 2026 and the accompanying base prospectus, dated August 15, 2023, and will be freely tradeable when issued. In the event the value of the Shares on the date of issuance (calculated using the closing price on Nasdaq on such date) (the "Issuance Date Value") is less than $500,000, the Company is obligated to pay to the Sidney Street Landlord, in cash, the difference between $500,000 and the Issuance Date Value. The Stock Issuance Agreement contains customary representations and warranties of the Company and the Sidney Street Landlord and customary conditions to the share issuance.

The foregoing description of the Stock Issuance Agreement does not purport to be complete and is qualified in its entirety by reference to the Stock Issuance Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

A copy of the opinion of Latham & Watkins LLP relating to the validity of the Shares is filed herewith as Exhibit 5.1.

Item 1.02. Termination of a Material Definitive Agreement.

The information set forth under the heading "Lease Amendment and Termination Agreement" in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1*	Third Amendment to Lease and Termination Agreement, dated July 31, 2026, by and between Seres Therapeutics, Inc. and BMR-Sidney Research Campus, LLC
10.2*	Stock Issuance Agreement, dated July 31, 2026, by and between Seres Therapeutics, Inc. and BMR-Sidney Research Campus, LLC
5.1	Opinion of Latham & Watkins LLP
23.1	Consent of Latham & Watkins LLP (included in Exhibit 5.1)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company undertakes to furnish supplemental copies of any of the omitted schedules upon request by the U.S. Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

	SERES THERAPEUTICS, INC.	
Date: August 4, 2026	By:	/s/ Thomas J. DesRosier
	Name:	Thomas J. DesRosier
	Title:	Executive Vice President and Chief Legal Officer

Exhibit 5.1

200 Clarendon Street
Boston, Massachusetts 02116
Tel: +1.617.948.6000 Fax: +1.617.948.6001
www.lw.com

LATHAM & WATKINS LLP

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August 4, 2026

Seres Therapeutics, Inc.
101 Cambridgepark Drive
Cambridge, Massachusetts 02140

Re: Registration Statement on Form S-3 (Registration No. 333-273794)

To the addressee set forth above:

We have acted as special counsel to Seres Therapeutics, Inc., a Delaware corporation (the "***Company***"), in connection with the proposed issuance of 103,520 shares of common stock, $0.001 par value per share (the "***Shares***"). The Shares are included in a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on August 8, 2023 (Registration No. 333-273794), as amended (the "***Registration Statement***"), and are being offered pursuant to a base prospectus dated August 15, 2023 (the "***Base Prospectus***"), a prospectus supplement dated July 31, 2026 filed with the Commission pursuant to Rule 424(b) under the Act (together with the Base Prospectus, the "***Prospectus***"). The Shares are being issued pursuant to a Stock Issuance Agreement, dated July 31, 2026, between the Company and BMR-Sidney Research Campus LLC (the "***Stock Issuance Agreement***"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related prospectus, other than as expressly stated herein with respect to the issue of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers, and have been issued by the Company against payment therefor (not less than par value) in the circumstances contemplated by the Stock Issuance Agreement, the issue and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the General Corporation Law of the State of Delaware.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Form 8-K dated August 4, 2026 and to the reference to our firm in the prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Latham & Watkins LLP

Exhibit 10.1

THIRD AMENDMENT TO LEASE AND TERMINATION AGREEMENT

THIS THIRD AMENDMENT TO LEASE AND TERMINATION AGREEMENT (this "Agreement") is entered into as of this 31st day of July, 2026 ("Execution Date"), by and between BMR-SIDNEY RESEARCH CAMPUS LLC, a Delaware limited liability company ("Landlord"), and SERES THERAPEUTICS, INC., a Delaware corporation ("Tenant").

RECITALS

A. WHEREAS, Landlord and Tenant entered into that certain Lease dated as of November 11, 2015, as amended by that certain First Amendment to Lease dated as of December 9, 2022, and that certain Second Amendment to Lease dated as of January 25, 2024 (as the same may have been further amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Lease"), whereby Tenant leases certain premises (the "Premises") from Landlord in the building at 200 Sidney Street, Cambridge, Massachusetts (the "Building"); and

B. WHEREAS, pursuant to that certain Sublease Agreement dated as of January 25, 2024 by and between Tenant, as sublandlord, and AbbVie Inc. ("AbbVie"), as subtenant, and that certain Consent to Sublease dated as of January 25, 2024 by and between Landlord, Tenant and AbbVie (as the same may have been further amended or modified from time to time, the "AbbVie Sublease"), AbbVie currently subleases (i) approximately 10,892 rentable square feet on the first (1st) floor of the Building, and (ii) approximately 10,403 rentable square feet on the fourth (4th) floor of the Building, as shown on Exhibit A attached hereto and incorporated herein (the "First and Fourth Floor Surrender Premises"); and

C. WHEREAS, Landlord and Tenant desire to (i) partially terminate the Existing Lease with respect to the First and Fourth Floor Surrender Premises effective upon the Execution Date, and (ii) terminate the Existing Lease with respect to the remaining portion of the Premises consisting of approximately 47,341 rentable square feet, as shown on Exhibit B attached hereto and incorporated herein (collectively, the "Remaining Premises") effective as of December 31, 2026, in each case in accordance with the following conditions and provisions; and

D. WHEREAS, Landlord and Tenant desire to modify and amend the Existing Lease only in the respects and on the conditions hereinafter stated.

AGREEMENT

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Definitions. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Existing Lease unless otherwise defined herein. The Existing Lease, as amended by this Amendment, is referred to collectively herein as the "Lease." From and after the date hereof, the term "Lease," as used in the Existing Lease, shall mean the Existing Lease, as amended by this Amendment.

2. Partial Termination – First and Fourth Floor Sublease Premises. Effective upon the Execution Date, the Lease is hereby partially terminated with respect to the First and Fourth Floor Surrender Premises only. Notwithstanding anything to the contrary set forth in the Existing Lease, due to the Abbvie Sublease, Tenant shall be relieved of Tenant's surrender and decontamination obligations set forth in the Existing Lease, including those requirements set forth in Section 26 of the Existing Lease, in connection with the First and Fourth Floor Surrender Premises.

3. Remaining Premises. From and after the Execution Date, the term "Premises," as used in the Lease, shall mean the Remaining Premises. The table set forth in Section 2.2 of the Existing Lease is hereby deleted and replaced with the following, effective as the Execution Date:

Definition or Provision	**Means the Following (As of the Execution Date)**
Approximate Rentable Area of Premises	47,341 square feet, consisting of 14,958 square feet on the basement floor of the Building, 31,375 square feet on the first (1st) floor of the Building and 1,008 square feet on the second (2nd) floor of the Building
Approximate Rentable Area of Building	188,616 square feet
Tenant's Pro Rata Share of Building	25.10%

4. Rent. From and after August 1, 2026 (the "Effective Date"), monthly Rent (including Base Rent, Tenant's Adjusted Share of Operating Expenses, and Additional Rent) for the Remaining Premises shall be in the amount of $727,683.17 and shall be payable as set forth in Section 6(a) of this Amendment.

5. Parking. Effective as of the Execution Date, the parking spaces in the Parking Garage allocated to Tenant in accordance with the Existing Lease shall be reduced from sixty-eight (68) parking spaces to zero (0) parking spaces.

6. Payments. Pursuant to this Amendment, the total monetary consideration payable by Tenant to Landlord will consist solely of the following: (a) an increase to the Letter of Credit in the amount of $2,238,415.84 (for a total Letter of Credit of $3,638,415.84), which Landlord will apply toward Base Rent, Additional Rent, and Operating Expenses through the Expiration Date; (b) a Termination Fee of $3,850,000.00, payable by wire transfer no later than January 4, 2027; and (c) an Equity Issuance of shares of Seres common stock valued at $500,000.00, to be issued no later than five (5) business days after the Execution Date.

(a) Letter of Credit Increase. On or prior to the Execution Date, Tenant has arranged for the Letter of Credit held by Landlord to be increased by Two Million Two Hundred Thirty-Eight Thousand Four Hundred Fifteen and 84/100 Dollars ($2,238,415.84), for a total Letter of Credit amount of Three Million Six Hundred Thirty-Eight Thousand Four Hundred Fifteen and 84/100 Dollars ($3,638,415.84) (as so increased, the "Letter of Credit"). Landlord shall apply the Letter of Credit toward Annual Base Rent, Additional Rent (including Tenant's Adjusted Share of Operating Expenses), and all other amounts payable by Tenant under the Lease for each month through the Expiration Date. Landlord acknowledges that the amounts payable from the Letter of Credit shall constitute full and final payment of all Base Rent, Additional Rent and Operating Expenses owing under the Lease through the Expiration Date, and there shall be no reconciliation of any Rent amounts, including Tenant's Adjusted Share of Operating Expenses following the Expiration Date.

(b) Termination Fee. No later than January 4, 2027, Tenant shall pay to Landlord, by wire transfer in immediately available funds, a termination fee equal to Three Million Eight Hundred Fifty Thousand and 00/100 Dollars ($3,850,000.00), as a fee and not a penalty (the "Termination Fee").

(c) Equity Issuance. Equity Issuance. No later than five (5) business days after the Execution Date, Tenant shall issue to Landlord (or Landlord's designee) shares of Tenant's common stock (the "Shares") with a value equal to Five Hundred Thousand and 00/100 Dollars ($500,000.00). The number of Shares to be issued shall be determined in accordance with the methodology set forth in the Stock Issuance Agreement in the form attached hereto as Exhibit C (the "Equity Agreement"), which Equity Agreement shall govern the calculation and issuance of the Shares and shall be executed by the parties concurrently with this Amendment. The Shares shall be issued pursuant to Tenant's effective registration statement on Form S-3 (file no. 333-273794) and shall be freely tradeable upon issuance without restriction.

7. Remaining Premises Obligations. Except as set forth in this Amendment, Tenant shall remain responsible for the timely performance of all non-monetary obligations of Tenant under the Lease with respect to the Remaining Premises through the Expiration Date. For the avoidance of doubt, Tenant shall be responsible for paying any utilities for which it has contracted directly.

(a) Notwithstanding anything to the contrary in the Lease, including without limitation Sections 17.7, 17.8, 18.2, and 26.2 of the Existing Lease, Tenant shall have no obligation to remove or restore any Alterations, Tenant Improvements, fixtures, or other improvements existing in the Remaining Premises as of the Execution Date, and Tenant may surrender the Remaining Premises with such Alterations, Tenant Improvements, fixtures, and other improvements in place, subject only to Tenant's completion of the Turnover Requirements set forth on Exhibit D and Tenant's other obligations under this Section 7.

(b) Notwithstanding the foregoing, in the event Tenant completes the surrender requirements under the Lease (including the Exit Survey) together with the requirements set forth on Exhibit D (collectively, the "Turnover Requirements") with respect to the Remaining Premises prior to the Expiration Date, Landlord agrees to perform Tenant's repair and maintenance obligations under the Lease commencing on the date that Landlord has accepted Tenant's completion of the Turnover Requirements (the "Turnover Date"). Tenant shall not be liable for performing any repair and maintenance obligations following the Turnover Date; provided, however, that Tenant shall be liable for any costs related to damage arising from Tenant's use or occupancy following the Turnover Date.

(c) Notwithstanding anything to the contrary set forth in the Lease, (i) prior to the Turnover Date, Landlord shall have the right to enter the Remaining Premises at any time upon twenty-four (24) hours' prior notice (which may be oral or by email to the Tenant-designated representative) except during an emergency, in which event no prior notice shall be required by Landlord; and (ii) following the Turnover Date, Landlord shall the right to enter the Remaining Premises at any time. Tenant shall provide Landlord with five (5) access cards and five (5) physical keys to access all spaces within the Remaining Premises.

(d) Landlord shall indemnify, defend, and hold harmless Tenant, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Landlord's entry into, use of, or exercise of control over the Remaining Premises following the Turnover Date, except to the extent arising from any acts or omissions (including the negligence or willful misconduct) of Tenant or its employees, agents, or contractors.

8. Surrender of Remaining Premises and Lease Termination. Tenant shall surrender the Remaining Premises to Landlord with the Turnover Requirements completed no later than December 31, 2026 ("Expiration Date"). Provided that Tenant has fully satisfied all of its obligations set forth in Sections 6(a), 6(c) and 7 of this Amendment (collectively, the "Termination Obligations"), then the Lease shall terminate effective as of 11:59 p.m. Eastern time on the Expiration Date ("Lease Termination"). As of the Lease Termination, the Lease shall be fully and finally surrendered and terminated and shall no longer be of any force or effect, except for those provisions that, by their express terms, survive the expiration or earlier termination of the Lease, including without limitation, Tenant's obligations pursuant to Section 6(b) hereof. For the avoidance of doubt, the parties hereby agree to waive reconciliation of Tenant's Adjusted Share of Operating Expenses following calendar year 2026.

9. Broker. Tenant represents and warrants that it has not dealt with any broker or agent in the negotiation for or the obtaining of this Amendment and agrees to reimburse, indemnify, save, defend (at Landlord's option and with counsel reasonably acceptable to Landlord, at Tenant's sole cost and expense) and hold harmless the Landlord Indemnitees for, from and against any and all cost or liability for compensation claimed by any such broker or agent employed or engaged by it or claiming to have been employed or engaged by it.

10. No Default. Tenant represents, warrants and covenants that, to the best of Tenant's knowledge, Landlord and Tenant are not in default of any of their respective obligations under the Existing Lease and no event has occurred that, with the passage of time or the giving of notice (or both) would constitute a default by either Landlord or Tenant thereunder.

11. Notices. Tenant confirms that, notwithstanding anything in the Lease to the contrary, notices delivered to Tenant pursuant to the Lease should be sent to:

Seres Therapeutics, Inc.
101 Cambridgepark Drive
Cambridge, MA 02140
ATTN: Legal Department

With a copy to [***]

12. Effect of Amendment. Except as modified by this Amendment, the Existing Lease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms contained in this Amendment and the Existing Lease, the terms herein contained shall supersede and control the obligations and liabilities of the parties.

13. Successors and Assigns. Each of the covenants, conditions and agreements contained in this Amendment shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective heirs, legatees, devisees, executors, administrators and permitted successors, assigns and sublessees. Nothing in this section shall in any way alter the provisions of the Lease restricting assignment and subletting.

14. Miscellaneous. This Amendment becomes effective only upon execution and delivery hereof by Landlord and Tenant. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof. All exhibits hereto are incorporated herein by reference. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for a lease, and shall not be effective as a lease, lease amendment or otherwise until execution by and delivery to both Landlord and Tenant.

15. Authority. Tenant guarantees, warrants and represents that the execution and consummation of this Amendment have been duly authorized by all appropriate company action, and the individual or individuals signing this Amendment have the power, authority and legal capacity to sign this Amendment on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.

16. Counterparts; Facsimile and PDF Signatures. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

17. Representation of Parties. Each party represents that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest therein, nor made or entered into any agreement that would result in any mechanic's lien or other claim, demand, obligation, liability, action or cause of action arising from or with respect to the Lease or the Premises, other than the Abbvie Sublease.

18. Attorneys' Fees. Except as otherwise expressly set forth in this Amendment, each party shall pay its own costs and expenses incurred in connection with this Amendment and such party's performance under this Amendment, provided, that if either party commences an action, proceeding, demand, claim, action, cause of action or suit against the other party arising out of or in connection with this Amendment, then the substantially prevailing party shall be reimbursed by the other party for all reasonable costs and expenses, including reasonable attorneys' fees and expenses, incurred by the substantially prevailing party in such action, proceeding, demand, claim, action, cause of action or suit, and in any appeal in connection therewith (regardless of whether the applicable action, proceeding, demand, claim, action, cause of action, suit or appeal is voluntarily withdrawn or dismissed).

19. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the Commonwealth of Massachusetts' conflict of law principles.

20. Waiver of Jury Trial. To the extent permitted by applicable laws, the parties waive trial by jury in any action, proceeding or counterclaim brought by the other party hereto related to matters arising out of or in any way connected with this Amendment, Tenant's use or occupancy of the Premises or any claim of injury or damage related to this Amendment or the Premises.

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IN WITNESS WHEREOF, the parties have executed this Amendment as a sealed Massachusetts instrument as of the day hereinabove first written.

LANDLORD:

BMR-SIDNEY RESEARCH CAMPUS LLC,
a Delaware limited liability company

By: /s/ Colleen O'Connor
Name: Colleen O'Connor
Its: EVP, East Coast & UK Marke

TENANT:

SERES THERAPEUTICS, INC.,
a Delaware corporation

By: /s/ Richard Kender
Name: Richard Kender
Its: Executive Chairman and Interim CEO

Exhibit 10.2

Execution Copy

STOCK ISSUANCE AGREEMENT

This STOCK ISSUANCE AGREEMENT (this "Agreement") is made and entered into as of July 31, 2026 by and between Seres Therapeutics, Inc., a Delaware corporation (the "Company"), and BMR-SIDNEY RESEARCH CAMPUS LLC, a Delaware limited liability company (the "Landlord").

RECITALS

A. WHEREAS, the Company and the Landlord have entered into a Third Amendment to Lease and Termination Agreement, dated on or about the date hereof (the "Lease Termination Agreement"), pursuant to which the Company and the Landlord have agreed to terminate that certain Lease, dated as of November 11, 2015, as amended, by and between the Company and the Landlord;

B. WHEREAS, pursuant to the Lease Termination Agreement, as part of the payment owed by the Company to the Landlord as set forth therein, the Company has agreed to issue to the Landlord the number of shares of the Company's Common Stock, par value $0.001 per share (the "Common Stock"), with a value equal to approximately $500,000.00, and the number of such shares to be determined pursuant to Section 2 hereof, which shares shall be freely tradeable upon issuance without restriction; and

C. WHEREAS, the Company has filed the Registration Statement (as defined herein) with the Securities and Exchange Commission (the "SEC"), in accordance with the provisions of the Securities Act of 1933, as amended (the "1933 Act"), and the applicable rules and regulations thereunder.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"1933 Act" has the meaning set forth in the Recitals.

"1934 Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"Actions" has the meaning set forth in Section 3.6.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common Control with, such Person.

"Control" (including the terms "controlling", "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Execution Date" has the meaning set forth in the Lease Termination Agreement.

"Material Adverse Effect" means a material adverse effect on (i) the assets, liabilities, results of operations, financial condition or business of the Company taken as a whole, (ii) the legality or enforceability of any of the Transaction Documents (as defined herein), (iii) the authority or ability of the Company to perform its obligations under the Transaction Documents, including the issuance and delivery of the Shares as contemplated hereby, or (iv) the rights and remedies of the Landlord under the Transaction Documents; *provided*, *however*, that (A) any change in the Company's stock price or trading volume shall not, by itself, constitute a Material Adverse Effect, except that the underlying causes of such change may be taken into account in determining whether a Material Adverse Effect has occurred, and (B) any adverse effect resulting solely from the announcement or pendency of the Lease Termination Agreement or this Agreement or the transactions contemplated thereunder or hereunder shall not, by itself, constitute a Material Adverse Effect.

"Material Contract" means the contracts, instruments or other agreements that have been filed as an exhibit to the SEC Documents pursuant to Item 601(b)(10) of Regulation S-K and that are material to the business of the Company as of the date hereof.

"Nasdaq" means The Nasdaq Global Select Market.

"Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus filed with the Registration Statement as supplemented by the Prospectus Supplement.

"Prospectus Supplement" means the prospectus supplement to the Prospectus complying with Rule 424(b) of the 1933 Act that is filed with the SEC under the Registration Statement setting forth the terms of the issuance of the Shares to the Landlord, the number of shares being issued, the consideration therefor, and such other information as may be required under applicable rules and regulations of the SEC.

"Registration Statement" means the registration statement on Form S-3 (File No. 333-273794), filed by the Company with the SEC, which registration statement is effective as of the date hereof, as amended.

"SEC Documents" has the meaning set forth in Section 3.7.

“Shares” has the meaning set forth in Section 2.

“Share Issuance” has the meaning set forth in Section 2.

“Share Issuance Date” has the meaning set forth in Section 2.

“Transaction Documents” has the meaning set forth in Section 3.2.

2. Issuance of the Shares. Upon the terms and subject to the conditions set forth herein, the Company agrees to issue to the Landlord a number of shares of Common Stock equal to $500,000 divided by the closing price of a share of Common Stock on the Nasdaq on the Execution Date, rounded up to the nearest whole share (the “Shares”), and the Landlord agrees to accept the Shares as payment under the Lease Termination Agreement (the “Share Issuance”), subject to the terms and conditions of this Agreement. The Share Issuance shall occur no later than five business days after the Execution Date (the “Share Issuance Date”). The Shares shall be issued in book entry form and shall be freely tradeable upon issuance without restriction. Prior to the Share Issuance, the Company shall file the Prospectus Supplement with the SEC. The Company shall provide the Landlord with a copy of the Prospectus Supplement for its review and comment not less than two (2) business days prior to the filing thereof with the SEC, shall consider in good faith any comments of the Landlord thereon, and shall not file such Prospectus Supplement with the SEC without the Landlord’s prior written consent, not to be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, if the product of (i) the number of Shares issued to the Landlord and (ii) the closing price of the Common Stock on Nasdaq on the date the Shares are actually issued to the Landlord is less than $500,000.00, , then the Company shall pay to the Landlord, in cash, by wire transfer of immediately available funds, an amount equal to the difference between (a) $500,000 and (b) the value of the Shares issued to the Landlord, calculated using the closing price of a share of Common Stock on Nasdaq on the date of actual issuance, such that the aggregate value of the Shares and such cash payment received by the Landlord equals $500,000; provided, however, that the Company shall have no obligation to make such cash payment to the extent such shortfall results from a delay in the issuance of the Shares caused by the Landlord’s failure to provide its consent as set forth in Section 2.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Landlord as of the date hereof and the Share Issuance Date:

3.1. Organization, Good Standing and Qualification. The Company is an entity duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power and authority to own or lease and use its properties and assets, to execute and deliver this Agreement, to carry out the provisions of this Agreement, to issue the Shares and to carry on its business as presently conducted as described in the SEC Documents. The Company is not in violation or default in any material respect of any of the provisions of its certificate of incorporation or bylaws. The Company is duly qualified to do business as a foreign entity and is in good standing (to the extent such concept exists in the relevant jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification necessary, except to the extent any failure to so qualify has not had and would not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization. The Company has the requisite corporate power and authority and has taken all requisite corporate action necessary for, and no further action on the part of the Company, its officers, directors and stockholders is necessary for, (i) the authorization, execution and delivery of this Agreement, the Lease Termination Agreement, and each of the other agreements to which it is a party or by which it is bound and which is entered into by the parties hereto in connection with the transactions contemplated hereby and thereby (collectively, the "Transaction Documents"), (ii) the authorization of the performance of all obligations of the Company under the Transaction Documents, and (iii) the authorization, issuance and delivery of the Shares in accordance with the terms hereof. Each of the Transaction Documents has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Landlord, if a party thereto, constitutes the valid and binding obligation of the Company enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies and (c) to the extent that the enforceability of indemnification provisions may be limited by applicable laws.

3.3. Valid Issuance. The Shares have been duly and validly authorized and, when issued and paid for pursuant to this Agreement and the Lease Termination Agreement, will be validly issued, fully paid and nonassessable, and shall be free and clear of all security interests, liens, other encumbrances and restrictions (other than those created by the Landlord). The Shares, when issued and delivered as contemplated hereby, will be issued pursuant to the Registration Statement and in accordance with applicable federal and state securities laws, and will be freely transferable by the Landlord under the 1933 Act. The issuance of the Shares is not subject to any preemptive rights, rights of first refusal or other similar rights of any stockholder of the Company or other person. No holder of the Shares will be subject to personal liability solely by reason of being such a holder.

3.4. Consents. The execution, delivery and performance by the Company of this Agreement and the issuance of the Shares require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than filings that have been made pursuant to applicable state securities laws and post-sale filings pursuant to applicable state and federal securities laws and the rules and regulations of Nasdaq.

3.5. No Conflict, Breach, Violation or Default. The execution, delivery and performance of this Agreement by the Company and the issuance of the Shares in accordance with the provisions thereof will not (i) conflict with or result in a breach or violation of (a) any of the terms and provisions of, or constitute a default under, the Company's Restated Certificate of Incorporation or Amended and Restated Bylaws, both as in effect on the date hereof (true and complete copies of which have been made available to the Landlord through the EDGAR system), or (b) assuming the accuracy of the representations and warranties in Section 4, any applicable statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company, or any of their assets or properties, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien, encumbrance or other adverse claim upon any of the properties or assets of the Company or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any Material Contract except, in the case of clauses (i)(b) and (ii) only, for such conflicts, breaches, violations and defaults as have not and would not reasonably be expected to have a Material Adverse Effect.

3.6. Litigation. Except as set forth in the SEC Documents and as would not reasonably be expected to have a Material Adverse Effect, there is no action, suit, inquiry, notice of violation, proceeding or investigation (collectively, "Actions") pending or, to the knowledge of the Company, threatened against or affecting the Company, any subsidiary of the Company or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign). None of the Actions set forth in the SEC Documents (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Shares or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its subsidiaries, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. Except as set forth in the SEC Documents and as has not had and would not reasonably be expected to have a Material Adverse Effect, there has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company.

3.7. SEC Documents; Financial Statements. Since January 1, 2025, the Company has filed in a timely manner all documents that the Company was required to file with the SEC under Sections 13, 14(a) and 15(d) of the 1934 Act (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Prospectus, being collectively referred to herein as the "SEC Documents"). As of their respective filing dates (or, if amended prior to the date of this Agreement, when amended), each SEC Document complied as to form in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder. None of the SEC Documents as of their respective dates contained any untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. The consolidated financial statements of the Company included in the SEC Documents present fairly the financial condition, results of operations and cash flows of the Company on a consolidated basis as of the dates and for the periods indicated, complied as to form with the applicable accounting requirements of the 1934 Act and were prepared in conformity with United States generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

3.8. Compliance with Nasdaq Continued Listing Requirements. The Company is in compliance with applicable Nasdaq Stock Market, LLC continued listing requirements. There are no proceedings pending or, to the Company's knowledge, threatened against the Company relating to the continued listing of the Common Stock on Nasdaq and the Company has not received any notice of the delisting of the Common Stock from Nasdaq.

3.9. Registration Statement. The Company has prepared and filed the Registration Statement in conformity with the requirements of the 1933 Act, which became effective on August 15, 2023, including the Prospectus, and such amendments and supplements thereto as may have been required to the date of this Agreement. The Registration Statement is effective under the 1933 Act and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the SEC. The Company, if required by the rules and regulations of the SEC, has filed the Prospectus with the SEC pursuant to Rule 424(b). At the time the Registration Statement and any amendments thereto became effective, at the date of this Agreement and at the Share Issuance Date, the Registration Statement and any amendments thereto conformed and will conform in all material respects to the requirements of the 1933 Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. As of its date and at the Share Issuance Date, the Prospectus complied and will comply in all material respects with the requirements of the 1933 Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company was at the time of the filing of the Registration Statement eligible to use Form S-3. The Company is eligible to use Form S-3 under the 1933 Act and it meets the transaction requirements as set forth in General Instruction I.B.1 of Form S-3.

3.10. Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Landlord or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not otherwise disclosed in the Prospectus. The Company understands and confirms that the Landlord will rely on the foregoing representation in effecting transactions in securities of the Company.

4. Representations and Warranties of the Landlord. The Landlord hereby represents and warrants to the Company that:

4.1. Organization and Existence. The Landlord is a validly existing entity organized under the laws of Delaware and has all requisite corporate power and authority to enter into and consummate the transactions contemplated by this Agreement and to carry out its obligations hereunder, and to receive the Shares pursuant to this Agreement.

4.2. Authorization. The Landlord has the requisite power and authority and has taken all requisite action necessary for, and no further action on the part of the Landlord, its officers, managers or members is necessary for, (i) the authorization, execution and delivery of this Agreement and (ii) the authorization of the performance of all obligations of the Landlord hereunder. This Agreement has been duly executed and delivered by the Landlord and, assuming due authorization, execution and delivery by the Company, constitutes valid and binding obligations of the Landlord enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies and (c) to the extent that the enforceability of indemnification provisions may be limited by applicable laws.

4.3. No Conflicts. The execution, delivery and performance by the Landlord of this Agreement and the consummation by the Landlord of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of the Landlord or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Landlord is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Landlord, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Landlord to perform its obligations hereunder.

5. Conditions to Share Issuance.

5.1. Conditions to the Landlord's Obligations. The obligation of the Landlord to accept the Shares at the Share Issuance is subject to the fulfillment to the satisfaction of the Landlord on or prior to the Share Issuance Date of the following conditions, any of which may be waived by the Landlord:

(a) The Company shall have performed in all material respects all obligations and covenants required to be performed by the Company pursuant to the Transaction Documents as of the Share Issuance Date.

(b) The Shares shall have been registered under the Registration Statement.

(c) The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all material respects as of the Share Issuance Date.

(d) The Company shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for issuance of the Shares and the consummation of the other transactions contemplated by this Agreement, all of which shall be in full force and effect, including without limitation, notification of listing of additional shares with Nasdaq.

(e) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby.

(f) No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock.

(g) The Company shall have delivered or caused to be delivered to the Landlord the Prospectus (which may be delivered in accordance with Rule 172 under the 1933 Act).

(h) The Shares shall be issued in book-entry form without any restrictive legend and shall not bear any stop-transfer instructions with the Company's transfer agent.

(i) There shall have been no Material Adverse Effect with respect to the Company since the date hereof.

5.2. Conditions to Obligations of the Company. The Company's obligation to issue the Shares at the Share Issuance is subject to the fulfillment to the satisfaction of the Company on or prior to the Share Issuance Date of the following conditions, any of which may be waived by the Company:

(a) The Landlord shall have performed in all material respects all obligations and covenants required to be performed by the Landlord pursuant to the Lease Termination Agreement and this Agreement as of the Share Issuance Date.

(b) The representations and warranties made by the Landlord in Section 4 hereof shall be true and correct in all material respects as of the Share Issuance Date.

(c) The Landlord shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for the acceptance of the Shares by the Landlord and the consummation of the other transactions contemplated by this Agreement, all of which shall be in full force and effect.

(d) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby.

(e) No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock.

5.3. Termination of Obligations to Effect Share Issuance; Effects.

(a) The obligations of the Company, on the one hand, and the Landlord, on the other hand, under this Agreement shall terminate as follows:

(i) Upon the mutual written consent of the Company and Landlord;

(ii) Upon termination of the Lease Termination Agreement;

(iii) By the Company if any of the conditions set forth in Section 5.2 shall have become incapable of fulfillment, and shall not have been waived by the Company;

(iv) By the Landlord if any of the conditions set forth in Section 5.1 shall have become incapable of fulfillment, and shall not have been waived by the Landlord; or

(v) By the Landlord, if the Share Issuance has not occurred by the Share Issuance Date, unless such delay is caused solely by the Landlord.

provided, however, that, except in the case of clauses (i) and (ii) above, the party seeking to terminate its obligation to effect the Share Issuance shall not then be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Share Issuance.

(b) Nothing in this Section 5.3 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement.

(c) In the event the Landlord terminates this Agreement pursuant to Section 5.3(a)(iv) or (v), the Company shall pay to the Landlord, in cash, an amount equal to $500,000.00 (representing the value of the Shares that would have been issued) within two (2) business days of such termination, by wire transfer of immediately available funds, in full satisfaction of the equity issuance component of the Total Termination Amount (as defined in the Lease Termination Agreement).

6. Miscellaneous.

6.1. Successors and Assigns. This Agreement may not be assigned by a party hereto without the prior written consent of the Company or the Landlord, as applicable; provided, however, that the Landlord may assign its rights and delegate its duties hereunder in whole or in part to an Affiliate without the prior written consent of the Company, provided such assignee agrees in writing to be bound by the provisions hereof that apply to the Landlord. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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 valid and effective for all purposes.

6.3. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.4. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth below, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 6.4.

If to the Company:

Seres Therapeutics, Inc.
101 Cambridgepark Drive
Cambridge, MA 02140
Attention: Chief Legal Officer
Email: [***]; and
[***]

With a copy (which will not constitute notice) to:

Latham & Watkins LLP
200 Clarendon Street
Boston, MA 02116
Attention: Peter N. Handrinos; Wesley C. Holmes

If to the Landlord:

BMR-SIDNEY RESEARCH CAMPUS LLC
4570 Executive Drive, Suite 400
San Diego, CA 92121
Attention: Legal Department
Email: [***]

6.5. Expenses. The parties hereto shall pay their own costs and expenses in connection herewith regardless of whether the transactions contemplated hereby are consummated.

6.6. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Landlord.

6.7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

6.8. Entire Agreement. The Transaction Documents, including the signature pages thereto, together with the exhibits and schedules thereto contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. In the event of any conflict, inconsistency or ambiguity between the terms of the Lease Termination Agreement and this Agreement with respect to the issuance, delivery, registration, sale or transfer of the Shares, or the rights and obligations of the parties relating thereto, the provisions of this Agreement shall govern and control.

6.9. Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

6.10. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to the Commonwealth of Massachusetts' conflict of laws principles. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.** If any party shall commence an Action or Proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 6.11, the prevailing party in such Action or Proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Action or Proceeding.

6.11. Indemnification. The Company shall indemnify and hold harmless the Landlord and its Affiliates, and their respective members, managers, officers, employees, and agents, from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus or the Prospectus Supplement or any document incorporated by reference therein, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (b) any failure of the Shares to be freely tradeable upon issuance as represented herein, or (c) any breach by the Company of its representations, warranties, or covenants under this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

COMPANY:

SERES THERAPEUTICS, INC.

By: /s/ Richard Kender
Name: Richard Kender
Title: Executive Chairman and Interim CEO

[*Seres Therapeutics, Inc. – Share Issuance Agreement – Signature Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

LANDLORD:

BMR-SIDNEY RESEARCH CAMPUS LLC

By: /s/ Colleen O'Connor
Name: Colleen O'Connor
Title: EVP, East Coast & UK Markets

[*Seres Therapeutics, Inc. – Share Issuance Agreement – Signature Page*]