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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)

Seres Therapeutics, Inc.
(Name of Issuer)

Common Stock, par value \$0.001
(Title of Class of Securities)

81750R102
(CUSIP Number)

Nestlé S.A.
Avenue Nestlé, 55
1800 Vevey
Switzerland

Attention: General Counsel Corporate
Facsimile: 01-41-21-924-2821

with a copy to:

David A. Carpenter, Esq.
Mayer Brown, LLP
1221 Avenue of the Americas
New York, New York 10020
(212) 506-2195

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

July 18, 2022
(Date of Event which Requires Filing of this Statement)

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

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

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

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

1.	Name of Reporting Person Nestle Health Science US Holdings, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 0	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0%	
14.	Type of Reporting Person (See Instructions): CO	

1.	Name of Reporting Person NIMCO US, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 0	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0%	
14.	Type of Reporting Person (See Instructions): CO	

1.	Name of Reporting Person Nestlé S.A.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Switzerland	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 7,594,038
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 7,594,038
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 7,594,038 ⁽¹⁾	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 6.1% ⁽²⁾	
14.	Type of Reporting Person (See Instructions): CO	

⁽¹⁾ This number reflects the 98,000 shares of Common Stock that Grégory Behar, the Deputy Executive Vice President of Nestlé S.A., acquired pursuant to options to acquire such shares. All options granted to Mr. Behar have vested as of or will vest within 60 days of the date of this Schedule 13D. Nestlé S.A is the beneficial owner of all options held by Mr. Behar.

⁽²⁾ Based upon a total of 124,008,086 shares of Common Stock outstanding as of July 5, 2022, as reported by the Issuer in a prospectus supplement (File No. 333-244401) filed with the Securities and Exchange Commission on June 30, 2022 after the closing of the offering and concurrent placement as reported by the Issuer in the Form 8-K filed with the Securities and Exchange Commission on June 30, 2022 (File No. 001-37465).

1.	Name of Reporting Person Nestlé US Holdco, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 0	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0%	
14.	Type of Reporting Person (See Instructions): CO	

1.	Name of Reporting Person Société des Produits Nestlé S.A.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only:	
4.	Source of Funds (See Instructions): AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Switzerland	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 0
	8.	Shared Voting Power: 7,496,038
	9.	Sole Dispositive Power: 0
	10.	Shared Dispositive Power: 7,496,038
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 7,496,038	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 6.0% ⁽¹⁾	
14.	Type of Reporting Person (See Instructions): CO	

⁽¹⁾ Based upon a total of 124,008,086 shares of Common Stock outstanding as of July 5, 2022, as reported by the Issuer in a prospectus supplement (File No. 333-244401) filed with the Securities and Exchange Commission on June 30, 2022 after the closing of the offering and concurrent placement as reported by the Issuer in the Form 8-K filed with the Securities and Exchange Commission on June 30, 2022 (File No. 001-37465).

Explanatory Note

Pursuant to Rule 13d-2 of the Securities Exchange Act of 1934, as amended, this Amendment No. 2 (this “Amendment”) amends and supplements certain items of the Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on April 11, 2018, as amended by Amendment No. 1 filed with the SEC on August 19, 2020 (the “Original Schedule 13D”), by the Reporting Persons relating to the Common Stock of Seres Therapeutics, Inc. (the “Issuer”). This Amendment amends the Original Schedule 13D on behalf of the Reporting Persons to furnish the information set forth herein. Except as set forth below, all Items of the Original Schedule 13D remain unchanged. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Original Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Original Schedule 13D is hereby amended and supplemented to include the following:

On July 18, 2022, pursuant to a certain Share Transfer Agreement, dated April 29, 2022 (the “Share Transfer Agreement”), Nestlé Health Science US Holdings, Inc. (“NHS”) transferred, assigned and delivered its 6,537,036 shares of Common Stock of the Issuer to Société des Produits Nestlé S.A., a Swiss société anonyme (“SPN”) in exchange for \$31,835,365.32, the fair market value of the Common Stock as of the closing date, calculated using the closing price of the shares on the Nasdaq Stock Exchange on the day immediately prior to the closing date. SPN purchased the shares of Common Stock with available cash. The 6,537,036 shares of Common Stock were directly held by NHS, which is a wholly-owned subsidiary of NIMCO US, Inc. (“NIMCO”). NIMCO, in turn, is a wholly-owned subsidiary of Nestlé US Holdco, Inc. (“Nestlé US Holdco”), which is a wholly-owned subsidiary of SPN. The ultimate parent company of NHS, NIMCO, Nestlé US Holdco and SPN is Nestlé S.A.

Following the transfer of shares of Common Stock, NHS no longer directly holds any shares of the Issuer’s Common Stock and NIMCO and Nestlé US Holdco no longer indirectly hold any shares of the Issuer’s Common Stock. Accordingly, the Original Schedule 13D is amended by this Amendment to remove NHS, NIMCO and Nestlé US Holdco as Reporting Persons.

Item 4. Purpose of Transaction

Item 4 of the Original Schedule 13D is hereby amended and supplemented to include the following:

On July 18, 2022, pursuant to the Share Transfer Agreement, NHS transferred, assigned and delivered its 6,537,036 shares of Common Stock of the Issuer to SPN in exchange for \$31,835,365.32, the fair market value of the Common Stock as of the closing date, calculated using the closing price of the shares on the Nasdaq Stock Exchange on the day immediately prior to the closing date. NHS transferred the shares of Common Stock to align the ownership structure of the investment in the Issuer with more recent investment strategies. The 6,537,036 shares of Common Stock were directly held by NHS, which is a wholly-owned subsidiary of NIMCO. NIMCO, in turn, is a wholly-owned subsidiary of Nestlé US Holdco, which is a wholly-owned subsidiary of SPN. The ultimate parent company of NHS, NIMCO, Nestlé US Holdco and SPN is Nestlé S.A.

Following the transfer of shares of Common Stock, NHS no longer holds any shares of the Issuer’s Common Stock and NIMCO and Nestlé US Holdco no longer indirectly hold any shares of the Issuer’s Common Stock. Accordingly, the Original Schedule 13D is amended by this Amendment to remove NHS, NIMCO and Nestlé US Holdco as Reporting Persons.

Item 5. Interest in Securities of the Issuer

The first three paragraphs of Item 5(a) – (b) of the Original Schedule 13D are hereby amended and restated as follows:

The information contained on the cover pages to this Amendment is incorporated herein by reference. The 6,537,036 shares of Common Stock acquired pursuant to the Share Transfer Agreement reported on this Amendment are directly held by SPN, which is a wholly-owned subsidiary of Nestlé S.A. Based upon information contained in a prospectus supplement (File No. 333-244401) filed with the SEC on June 30, 2022 and a Form 8-K filed with the SEC on June 30, 2022 (File No. 001-37465), the total issued and outstanding shares of Common Stock held by SPN comprises approximately 6.0% of the Issuer's issued and outstanding Common Stock.

Additionally, Grégory Behar has received a grant of options to acquire 98,000 shares of Common Stock, all of which have vested or will vest within 60 days of the date of this Amendment. Nestlé S.A. is the beneficial owner of all options held by Mr. Behar. Based upon information contained in a prospectus supplement (File No. 333-244401) filed with the SEC on June 30, 2022 and a Form 8-K filed with the SEC on June 30, 2022 (File No. 001-37465), the total issued and outstanding shares of Common Stock held by Nestlé S.A. comprises approximately 6.1% of the Issuer's issued and outstanding Common Stock.

Except for the shares of Common Stock owned by SPN and the options held by Mr. Behar described in this Item 5, none of the Reporting Persons beneficially owns any other securities of the Issuer.

(e) Following the transfer of shares of Common Stock on July 18, 2022, NHS no longer directly holds any shares of the Issuer's Common Stock and NIMCO and Nestlé US Holdco no longer indirectly hold any shares of the Issuer's Common Stock. Accordingly, the Original Schedule 13D is amended by this Amendment to remove NHS, NIMCO and Nestlé US Holdco as Reporting Persons.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Original Schedule 13D is hereby amended and supplemented to include the following:

Share Transfer Agreement

On July 18, 2022, pursuant to the Share Transfer Agreement, NHS transferred, assigned and delivered its 6,537,036 shares of Common Stock of the Issuer to SPN in exchange for \$31,835,365.32, the fair market value of the Common Stock as of the closing date, calculated using the closing price of the shares on the Nasdaq Stock Exchange on the day immediately prior to the closing date. The Share Transfer Agreement contained customary representations, warranties and covenants by, among and for the benefit of the parties.

The 6,537,036 shares of Common Stock were directly held by NHS, which is a wholly-owned subsidiary of NIMCO. NIMCO, in turn, is a wholly-owned subsidiary of Nestlé US Holdco, which is a wholly-owned subsidiary of SPN. The ultimate parent company of NHS, NIMCO, Nestlé US Holdco and SPN is Nestlé S.A.

Item 7. Material to be Filed as Exhibits

Item 7 of the Original Schedule 13D is hereby amended and supplemented to include the following:

Exhibit 3 Share Transfer Agreement, dated April 29, 2022, by and between Nestlé Health Science US Holdings, Inc. and Société des Produits Nestlé S.A. (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated July 22, 2022

NESTLE HEALTH SCIENCE US HOLDINGS, INC.

By: /s/ Andrew Glass

Name: Andrew Glass

Title: Secretary

NIMCO US, INC.

By: /s/ Andrew Glass

Name: Andrew Glass

Title: Vice President, Deputy General Counsel &
Secretary

NESTLÉ S.A.

By: /s/ Gregory Behar

Name: Gregory Behar

Title: Deputy Executive Vice President

NESTLÉ US HOLDCO, INC.

By: /s/ Andrew Glass

Name: Andrew Glass

Title: Vice President, Deputy General Counsel &
Secretary

SOCIETE DES PRODUITS NESTLE S.A.

By: /s/ Claudio Kuoni

Name: Claudio Kuoni

Title: Vice President

Share Transfer Agreement

Dated as of April 29, 2022

by and between

Nestlé Health Science US Holdings, Inc.

a corporation organized and validly existing under the laws of the State of Delaware

(hereinafter the “Seller”)

and

Société des Produits Nestlé S.A.

a company organized and validly existing under the laws of Switzerland,

(hereinafter the “Buyer”)

The Buyer and the Seller are referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

Whereas :

- (A) The Seller owns directly 6,537,036 shares of common stock (the “Common Stock”), par value \$0.001 per share (the “Sale Shares”), of Seres Therapeutics, Inc., a Massachusetts corporation (the “Company”)
- (B) The Common Stock is listed on The Nasdaq Global Select Market (the “Nasdaq Stock Exchange”) under the symbol MCRB;
- (C) The Seller desires to sell, assign, transfer and deliver the Sale Shares to the Buyer and the Buyer desires to acquire and accept the assignment, transfer and delivery of the Sale Shares from the Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties hereby agree as follows:

1. Sale of Shares

The Seller hereby sells, assigns, transfers and delivers to the Buyer, and the Buyer hereby purchases and accepts the assignment and delivery from the Seller of the Sale Shares, with immediate effect, as of the date hereof (the “Closing Date”) for the consideration specified in Article 2 below.

2. Purchase Price

The purchase price for the Sale Shares is US\$ 31,835,365.32 (the “Purchase Price”), which represents the fair market value of the Sale Shares as of the Closing Date, calculated using the closing price of the shares on the Nasdaq Stock Exchange on the day immediately prior to the Closing Date.

The closing of the transactions contemplated hereby (the “Closing”) shall take place immediately following the execution hereof. At or as soon as possible after the Closing, the Seller shall deliver to the Buyer all of the stock certificates representing the Sale Shares, duly endorsed in blank or accompanied by the appropriate stock transfer powers duly executed in blank. Upon delivery of the same to the Buyer all rights, title and interest in or to the Sale Shares, and risk of loss of the Sale Shares, shall transfer from the Seller to the Buyer. The Buyer will pay to the Seller the Purchase Price within 3 days of the Closing Date in cash by wire transfer of immediately available funds in US dollars to such account as shall be designated by the Seller.

3. Further Actions

Following the Closing, the Seller agrees to take all other actions and execute and deliver such additional documents as may be necessary, pursuant to applicable law, to fully vest in the Buyer, all rights, title and interest in and to the Sale Shares. Following the Closing and until delivery to the Buyer of all of the stock certificates representing the Sale Shares as set out in Article 2 of this Agreement and the registration of the Buyer as the registered owner thereof, the Buyer shall be deemed to be the beneficial owner of the Sale Shares entitled to the economic benefits related thereto and the Seller undertakes to vote the Sale Shares and otherwise take direction from the Buyer regarding the Sale Shares, including if applicable, the disposition thereof.

4. Seller Representations and Warranties

The Seller represents and warrants as of the Closing Date as follows:

The Seller has good and valid title to the Sale Shares, free from any liens, encumbrances or other third party rights.

The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. The Seller has taken all corporate action necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated. This Agreement constitutes the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms. The Seller has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

All approvals and consents for the transactions contemplated hereby from any governmental or quasi-governmental entities, which are required, if any, for the consummation of the transactions contemplated hereby by the Seller have been received, and the Seller has procured all other approvals, consents and waivers of each person or entity (other than from the governmental or quasi-governmental entities) whose approval, consent or waiver is necessary to the consummation by the Seller of the transactions contemplated hereby.

The Seller is not subject to any statute, rule, regulation, injunction or other order or decree which prohibits, restricts or makes illegal the consummation of the transactions contemplated hereby. No suit, action, order or proceeding which seeks to enjoin, set aside, condition or question the validity or enforceability of this Agreement and/or the consummation of the transactions contemplated hereby is pending or has been threatened against the Seller.

Except as expressly set forth herein, the Seller makes no representation or warranty regarding the Sale Shares, including any warranty as to the value thereof, or any other matter concerning the Sale Shares or the Company. Except as set forth in this Article 4, the Sale Shares are being transferred on an "as is, where is" basis without any representation or warranty of merchantability, fitness for a particular purpose, marketability, value or any other representation or warranty, express or implied.

5. Buyer Representations and Warranties

The Buyer represents and warrants as of the Closing Date as follows:

The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Switzerland. The Buyer has taken all corporate action necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated. This Agreement constitutes the legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms. The Buyer has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

All approvals and consents for the transactions contemplated hereby from any governmental or quasi-governmental entities, which are required, if any, for the consummation of the transactions contemplated hereby by the Buyer have been received, and the Buyer has procured all other approvals, consents and waivers of each person or entity (other than from the governmental or quasi-governmental entities) whose approval, consent or waiver is necessary to the consummation by the Seller of the transactions contemplated hereby.

The Buyer is not subject to any statute, rule, regulation, injunction or other order or decree which prohibits, restricts or makes illegal the consummation of the transactions contemplated hereby. No suit, action, order or proceeding which seeks to enjoin, set aside, condition or question the validity or enforceability of this Agreement and/or the consummation of the transactions contemplated hereby is pending or has been threatened against the Buyer.

6. Transfer Taxes, Costs

Should any securities transfer tax or similar tax become due with respect to the transfer of the Sale Shares contemplated by this Agreement, such taxes shall be borne by the Buyer.

7. Governing law and Dispute Resolution

This Agreement shall be governed by the substantive laws of Switzerland, without regard to the conflicts of laws principles thereof, provided that the effectiveness of the sale and transfer of the Sale Shares shall be determined in accordance with Massachusetts law. Any and all disputes arising out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the competent courts of the Canton of Vaud, Switzerland.

8. Indemnification

The Seller agrees to indemnify and hold the Buyer harmless against and in respect of: (a) the inaccuracy in any respect of any representations made by the Seller; or (b) the failure by the Seller to perform or observe any term or provision of this Agreement.

The Buyer agrees to indemnify and hold the Seller harmless against and in respect of: (a) the inaccuracy in any respect of any representations made by the Buyer; or (b) the failure by the Buyer to perform or observe any term or provision of this Agreement.

9. Miscellaneous

The representations, covenants and warranties contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement shall survive for a period of one year from the Closing Date.

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement between the Seller and the Buyer.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The headings of the Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

This Agreement may be executed and delivered in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

Signed, as of April 29, 2022

Nestlé Health Science US Holdings, Inc.

By : /s/ Andrew Glass
Name: Andrew Glass
Title : Authorized Signatory

Société des Produits Nestlé S.A.

By : /s/ Claudio Kuoni
Name : Claudio Kuoni
Title : Vice President