FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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Finch Therapeutics Group, Inc.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ________________ to ________________

Commission File Number: 001-40227

FINCH THERAPEUTICS GROUP, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware (State or other jurisdiction of incorporation or organization)	**82-3433558** (I.R.S. Employer Identification No.)
200 Inner Belt Road, Suite 400 **Somerville, Massachusetts** (Address of principal executive offices)	**02143** (Zip Code)

Registrant's telephone number, including area code: (617) 229-6499

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, $0.001 par value per share	FNCH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	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 pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 9, 2022 there were 47,559,098 outstanding shares of the registrant’s common stock, par value $0.001 per share.

FINCH THERAPEUTICS, INC.
FORM 10-Q
For the quarterly period ended March 31, 2022

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that involve substantial risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q are forward-looking statements. In some cases, you can identify forward-looking statements by words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “seek,” “should,” “target,” “will” or “would,” or the negative of these words or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- the initiation, timing, progress and results of our current and future preclinical studies and clinical trials and related preparatory work and the period during which the results of the trials will become available, as well as our research and development programs, including our ability to satisfactorily address FDA correspondence;
- our estimates regarding expenses, future revenue, capital requirements and needs for additional financing;
- our ability to obtain regulatory approval of CP101, FIN-211 and any other current or future product candidates that we develop;
- our ability to identify and develop additional product candidates;
- our ability to advance product candidates into, and successfully complete, preclinical studies and clinical trials;
- our ability to contract with contract research organizations, contract manufacturing organizations, third-party suppliers and manufacturers and other third parties with which the Company does business and their ability to perform adequately;
- our expectations regarding the potential market size and the rate and degree of market acceptance for any product candidates that we develop;
- our ability to fund our working capital requirements and to service any debt obligations we may incur;
- our intellectual property position, including the scope of protection we are able to establish, maintain and enforce for intellectual property rights covering our product candidates;
- our financial performance and our ability to effectively manage our anticipated growth; and
- our ability to obtain additional funding for our operations;

These forward-looking statements are based on our management’s current expectations, estimates, forecasts and projections about our business and the industry in which we operate, and management’s beliefs and assumptions and are not guarantees of future performance or development. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including the risk that correspondence from the FDA may require us to collect additional data or information beyond what we currently expect; uncertainties relating to regulatory applications and related filing and approval timelines; our limited operating history and historical losses; the possibility that we may be delayed in initiating, enrolling or completing any clinical trials; unexpected regulatory actions or delays, such as requests for additional safety and/or efficacy data or analysis of data, and including with respect to the FDA's planned review of the validation package for one of our release tests, which is utilized for both CP101 and FIN-211, or government regulation generally; our ability to comply with regulatory requirements or experience unanticipated problems with any of its product candidates; ongoing regulatory obligations and continued regulatory review may result in significant additional expense and we may be subject to penalties for failure to comply; our ability to maintain patent and other intellectual property protection and the possibility that our intellectual property rights may be infringed, invalid or unenforceable or will be threatened by third parties; our ability to qualify and scale our manufacturing capabilities to support multiple global clinical trials; our dependence on third parties in connection with manufacturing, clinical trials and preclinical studies; the impact and duration of the COVID-19 pandemic on our business, as well as those described under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2021, and elsewhere in this report. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this report may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this report, and such information may be limited or incomplete. These statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this Quarterly Report on Form 10-Q, completely and with the understanding that our actual future results may be materially different from what we expect. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance, or events and circumstances reflected in our forward-looking statements will be achieved or occur. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this report to conform these statements to new information, actual results or changes in our expectations, except as required by law. We qualify all of our forward-looking statements by these cautionary statements.

SPECIAL NOTE REGARDING COMPANY REFERENCES

Unless the context otherwise requires, references in this Quarterly Report on Form 10-Q to “FTG,” the “Company,” “we,” “us” and “our” refer to Finch Therapeutics Group, Inc. and its subsidiaries.

SPECIAL NOTE REGARDING TRADEMARKS

All trademarks, trade names and service marks appearing in this Quarterly Report on Form 10-Q are the property of their respective owners.

PART I—FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements.

FINCH THERAPEUTICS GROUP, INC.
Condensed Consolidated Balance Sheets
(Unaudited, in thousands, except share and per share data)

	MARCH 31, 2022	DECEMBER 31, 2021
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 106,931	$ 133,481
Accounts receivable	172	494
Prepaid expenses and other current assets	15,546	8,576
Total current assets	122,649	142,551
Property and equipment, net	19,406	19,635
Operating right-of-use assets	4,811	5,053
In-process research and development	32,900	32,900
Goodwill	18,057	18,057
Restricted cash, non-current	2,268	2,268
Other assets	4,542	4,905
TOTAL ASSETS	$ 204,633	$ 225,369
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 4,765	$ 3,737
Accrued expenses and other current liabilities	10,874	9,925
Operating lease liabilities, current	1,148	1,128
Total current liabilities	16,787	14,790
Deferred tax liability	3,461	3,461
Operating lease liabilities, non-current	4,594	4,887
Other liabilities	—	7
Total liabilities	24,842	23,145
COMMITMENTS AND CONTINGENCIES (Note 9)		
STOCKHOLDERS' EQUITY:		
Common stock, $0.001 par value; 200,000,000 shares authorized as of March 31, 2022 and December 31, 2021; 47,532,588 and 47,512,182 shares issued and outstanding as of March 31, 2022 and December 31, 2021, respectively	48	47
Additional paid-in capital	365,305	363,172
Accumulated deficit	(185,562)	(160,995)
Total stockholders' equity	179,791	202,224
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 204,633	$ 225,369

See notes to unaudited condensed consolidated financial statements.

FINCH THERAPEUTICS GROUP, INC.
Condensed Consolidated Statements of Operations
(Unaudited, in thousands, except share and per share data)

	THREE MONTHS ENDED MARCH 31,	
	2022	**2021**
REVENUE:		
Collaboration revenue	$ 354	$ 3,553
Total revenue	354	3,553
OPERATING EXPENSES:		
Research and development	(15,530)	(12,975)
General and administrative	(9,404)	(4,552)
Total operating expenses	(24,934)	(17,527)
Net loss from operations	(24,580)	(13,974)
OTHER INCOME (EXPENSE), NET:		
Interest income (expense)	13	(1)
Other expense, net	—	(6)
Total other income (expense), net	13	(7)
Loss before income taxes	(24,567)	(13,981)
Net loss	$ (24,567)	$ (13,981)
Net loss attributable to common stockholders—basic and diluted (Note 15)	$ (24,567)	$ (13,981)
Net loss per share attributable to common stockholders—basic and diluted	$ (0.52)	$ (1.00)
Weighted-average common stock outstanding—basic and diluted	47,528,948	14,033,273

See notes to unaudited condensed consolidated financial statements.

FINCH THERAPEUTICS GROUP, INC.
Condensed Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)
(Unaudited, in thousands, except share and per share data)

	REDEEMABLE CONVERTIBLE PREFERRED STOCK								COMMON STOCK $0.001 PAR VALUE		ADDITIONAL PAID-IN	ACCUMULATED	TOTAL STOCKHOLDERS'
	$0.001 PAR VALUE SERIES A		$0.001 PAR VALUE SERIES B		$0.001 PAR VALUE SERIES C		$0.001 PAR VALUE SERIES D						
	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT	CAPITAL	DEFICIT	EQUITY (DEFICIT)
BALANCE, January 1, 2021	11,596,280	$ 53,593	5,166,203	$ 36,336	7,588,254	$ 53,221	6,902,872	$ 89,904	8,391,793	$ 8	$ 7,109	$ (102,835)	$ (95,718)
Conversion of redeemable convertible preferred stock into common stock upon initial public offering	(11,596,280)	(53,593)	(5,166,203)	(36,336)	(7,588,254)	(53,221)	(6,902,872)	(89,904)	31,253,609	31	233,022	-	233,053
Initial public offering, net of underwriting discounts, commissions and net of offering costs of $11,786	—	—	—	—	—	—	—	—	7,500,000	8	115,706	-	115,714
Exercise of common stock options	—	—	—	—	—	—	—	—	81,901	-	54	-	54
Stock-based compensation	—	—	—	—	—	—	—	—	—	-	335	-	335
Net loss	—	—	—	—	—	—	—	—	—	-	-	(13,981)	(13,981)
BALANCE, March 31, 2021	—	$ —	—	$ —	—	$ —	—	$ —	47,227,303	$ 47	$ 356,226	$ (116,816)	$ 239,457

	COMMON STOCK $0.001 PAR VALUE		ADDITIONAL PAID-IN	ACCUMULATED	TOTAL STOCKHOLDERS'
	SHARES	AMOUNT	CAPITAL	DEFICIT	EQUITY (DEFICIT)
BALANCE, January 1, 2022	47,512,182	$ 47	$ 363,172	$ (160,995)	$ 202,224
Exercise of common stock options	20,406	1	13	-	14
Stock-based compensation	—	-	2,120	-	2,120
Net loss	—	-	-	(24,567)	(24,567)
BALANCE, March 31, 2022	47,532,588	$ 48	$ 365,305	$ (185,562)	$ 179,791

See notes to unaudited condensed consolidated financial statements.

FINCH THERAPEUTICS GROUP, INC.
Condensed Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	THREE MONTHS ENDED MARCH 31,	
	2022	**2021**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (24,567)	$ (13,981)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	1,331	368
Stock-based compensation expense	2,120	335
Other non-cash operating lease cost	242	211
Changes in operating assets and liabilities:		
Accounts receivable	322	(1,217)
Due from related party	—	9
Prepaid expenses and other current assets	(6,970)	2,344
Other non-current assets	363	—
Accounts payable	1,093	58
Accrued expenses and other current liabilities	693	(926)
Due to related party	—	54
Deferred revenue	—	(2,236)
Operating lease liabilities	(273)	(233)
Net cash used in operating activities	(25,646)	(15,214)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(909)	(8,834)
Proceeds from sale of property and equipment	—	10
Net cash used in investing activities	(909)	(8,824)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from initial public offering, net of underwriting discounts, commissions and offering costs	—	118,575
Principal payments on finance lease obligation	(9)	(8)
Proceeds from exercise of stock options, net	14	54
Payment of deferred offering costs	—	(1,254)
Net cash provided by financing activities	5	117,367
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(26,550)	93,329
Cash, cash equivalents and restricted cash at beginning of period	135,965	99,910
Cash, cash equivalents and restricted cash at end of period	$ 109,415	$ 193,239
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 2	$ 3
Cash paid in connection with operating lease liabilities	$ 369	$ 344
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Property and equipment in accounts payable and accrued liabilities	$ 574	$ 978
Conversion of redeemable convertible preferred stock into common stock	$ —	$ 233,053
Operating right-of-use assets obtained in exchange for new operating leases upon adoption of ASC 842	$ —	$ 5,965
Deferred initial public offering costs in AP and accruals	$ —	$ 594

The following table provides a reconciliation of the cash, cash equivalents and restricted cash as of each of the periods shown above:

	THREE MONTHS ENDED MARCH 31,	
	2022	**2021**
Cash and cash equivalents	$ 106,931	$ 193,023
Restricted cash	2,484	216
Total cash, cash equivalents and restricted cash	$ 109,415	$ 193,239

See notes to unaudited condensed consolidated financial statements.

FINCH THERAPEUTICS GROUP, INC.

Notes to Condensed Consolidated Financial Statements

(Unaudited)

1. NATURE OF OPERATIONS AND BASIS OF PRESENTATION

Business

Finch Therapeutics Group, Inc. (the "Company" or "FTG") was incorporated in 2017 as a Delaware corporation. The Company was formed as a result of a merger and recapitalization of Finch Therapeutics, Inc. ("Finch") and Crestovo Holdings LLC ("Crestovo") in September 2017, in which the former owners of Finch and Crestovo were issued equivalent stakes in the newly formed company, FTG. Crestovo was renamed Finch Therapeutics Holdings LLC in November 2020 ("Finch Holdings"). Finch and Finch Holdings are both wholly-owned subsidiaries of FTG.

The Company is a clinical-stage microbiome therapeutics company leveraging its Human-First Discovery platform to develop a novel class of orally administered biological drugs. It is developing novel therapeutics designed to deliver missing microbes and their clinically relevant biochemical functions to correct dysbiosis and the diseases that emerge from it. The Company's Human-First Discovery platform uses reverse translation to identify diseases of dysbiosis and to design microbiome therapeutics that address them. Its lead product candidate, CP101, is an orally administered complete microbiome therapeutic in development for the prevention of recurrent *Clostridioides difficile* infection ("CDI").

Initial Public Offering

On March 18, 2021, the Company completed its initial public offering ("IPO") in which the Company issued and sold 7,500,000 shares of its common stock at a public offering price of $17.00 per share, for aggregate gross proceeds of $127.5 million and net proceeds of $115.7 million after deducting underwriting discounts and commissions of $8.9 million and offering costs of $2.9 million. On April 20, 2021, the Company issued 192,877 additional shares of common stock, pursuant to the underwriters' partial exercise of their overallotment option, at a public offering price of $17.00 per share for aggregate gross proceeds of $3.3 million and net proceeds of $3.0 million after deducting underwriting discounts, commissions and offering costs.

In connection with the IPO, the Company's board of directors (the "Board") and stockholders approved an amended and restated certificate of incorporation to, among other things, effect a one-for-14.444 reverse stock split of the Company's issued and outstanding shares of common stock and redeemable convertible preferred stock, as well as to effect a proportional adjustment to the existing conversion ratios for the Company's redeemable convertible preferred stock. The reverse stock split was effected on March 12, 2021. Accordingly, all share and per share amounts of common stock for all periods presented in the accompanying unaudited interim condensed consolidated financial statements and notes thereto have been retroactively adjusted, where applicable, to reflect this reverse stock split and adjustment of preferred stock conversion ratios. Upon the closing of the IPO, all of the then-outstanding shares of redeemable convertible preferred stock automatically converted into 31,253,609 shares of common stock at the applicable conversion ratio then in effect. Subsequent to the closing of the IPO, there were no shares of convertible preferred stock outstanding.

COVID-19 Impact

The extent of the impact of the COVID-19 pandemic on the Company's business, operations and clinical development timelines and plans remains uncertain, and will depend on certain developments, including the duration and spread of the outbreak, including due to the emergence of variants of the virus, and the impact of the ongoing pandemic on clinical trial enrollment, trial sites, contract research organizations, contract manufacturing organizations, and other third parties with which the Company does business, as well as its impact on regulatory authorities and its key scientific and management personnel. While the Company is experiencing limited financial impacts at this time, given the risks and uncertainties associated with the pandemic, the Company's business, financial condition and results of operations ultimately could be materially adversely affected. The Company continues to closely monitor the COVID-19 pandemic as it evolves its business continuity plans, clinical development plans and response strategy.

At this time, it is unknown how long the adverse conditions associated with the COVID-19 pandemic will last and what the complete financial effect will be to the Company.

Liquidity and Capital Resources

Management believes that the Company's cash and cash equivalents of $106.9 million as of March 31, 2022, will allow the Company to continue its operations for at least the next 12 months from the date these financial statements are issued. In the absence of a significant source of recurring revenue, the continued viability of the Company beyond that point is dependent on its ability to continue to raise additional capital to finance its operations. If the Company is unable to obtain additional funding, the Company may be forced to delay, reduce or eliminate some or all of its research and development ("R&D") programs, product portfolio expansion or commercialization efforts, which could adversely affect its business prospects, or the Company may be unable to continue operations.

Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements have been prepared by the Company in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP") and, pursuant to the rules and regulations of Article 10 of Regulation S-X of the Securities Act of 1933, as amended, published by the Securities and Exchange Commission ("SEC") for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. However, the Company believes the disclosures are adequate. These unaudited interim condensed consolidated financial statements should be read in conjunction with the Company's audited financial statements and notes thereto for the year ended December 31, 2021 included in the Company's Annual Report on Form 10-K, filed with the SEC on March 31, 2022.

The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited financial statements. In the opinion of management, the accompanying unaudited interim condensed consolidated financial statements contain all adjustments that are necessary for a fair presentation of the Company's condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021, condensed consolidated statements of operations for the three months ended March 31, 2022 and 2021, condensed consolidated statements of stockholders' equity (deficit) for the three months ended March 31, 2022 and 2021, and condensed consolidated cash flows for the three months ended March 31, 2022 and 2021. Such adjustments are of a normal and recurring nature. The results of operations for the three months ended March 31, 2022 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2022.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant Accounting Policies

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other accounting standard setting bodies that the Company adopts as of the specified effective date. Unless otherwise discussed below, the Company does not believe that the adoption of recently issued standards have or may have a material impact on the condensed consolidated statements or disclosures.

The significant accounting policies and estimates used in preparation of the unaudited interim condensed consolidated financial statements are described in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on March 31, 2022. There have been no material changes to the Company's significant accounting policies during the three months ended March 31, 2022.

Recently Issued Accounting Pronouncements

There have been no new accounting pronouncements or changes to accounting pronouncements that could be expected to materially impact the Company's unaudited condensed consolidated financial statements during the three months ended March 31, 2022, as compared to the recent accounting pronouncements described in Note 2 of the Company's condensed consolidated financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2021.

3. FAIR VALUE MEASUREMENTS

The following table presents information about the Company's financial assets and liabilities measured at fair value on a recurring basis and indicates the level of the fair value hierarchy utilized to determine such fair values (in thousands):

DESCRIPTION	MARCH 31, 2022	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 3)
Asset				
Money market funds	$ 105,712	$ 105,712	$ —	$ —
Total financial assets	$ 105,712	$ 105,712	$ —	$ —

DESCRIPTION	DECEMBER 31, 2021	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 3)
Asset				
Money market funds	$ 132,275	$ 132,275	$ —	$ —
Total financial assets	$ 132,275	$ 132,275	$ —	$ —

There were no transfers between fair value levels during the three months ended March 31, 2022 and the year ended December 31, 2021. The carrying values of accounts receivable, prepaid expenses, other current assets, accounts payable and accrued expenses approximate their fair values due to the short-term nature of these assets and liabilities.

4. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consisted of the following as of March 31, 2022 and December 31, 2021 (in thousands):

	MARCH 31, 2022	DECEMBER 31, 2021
Lab equipment	$ 3,978	$ 3,850
Office furniture and fixtures	537	537
Leasehold improvements	13,899	13,894
Construction work-in-progress	1,298	329
Software	4,883	4,883
Computer equipment	367	368
Total	$ 24,962	$ 23,861
Less: Accumulated depreciation	(5,556)	(4,226)
Property and equipment, net	$ 19,406	$ 19,635

Depreciation expense was $1.3 million and $0.4 million for the three months ended March 31, 2022 and 2021, respectively. As of March 31, 2022, the Company held $2.4 million of software and $0.7 million of lab equipment, which was purchased from Microbiome Health Research Institute, Inc., doing business as OpenBiome ("OpenBiome"). During the year ended December 31, 2021, the Company purchased $3.9 million of software, property, and equipment from a related party, under the Asset Purchase Agreement, dated as of November 19, 2020 between the Company and OpenBiome (the "OpenBiome Agreement"). For additional information on the OpenBiome Agreement, see Note 13.

5. LEASES

The Company adopted Accounting Standards Codification ("ASC") 842, *Leases*, during the quarter ended December 31, 2021, with an effective date of January 1, 2021, using the modified retrospective approach and utilizing the effective date as its date of initial application. The Company's condensed consolidated financial statements presented for fiscal year 2021 have been adjusted to reflect the impact of adoption of ASC 842 as of the effective date of January 1, 2021. The adoption of this standard resulted in the recognition of operating lease right-of-use assets of $5.8 million and current and noncurrent operating lease liabilities of $0.9 million and $5.9 million, respectively, and the derecognition of deferred rent liabilities and unamortized lease incentives of $0.8 million and $0.2 million, respectively, on the Company's Balance Sheets as of January 1, 2021 relating to its office leases in Somerville, Massachusetts. The adoption of this standard did not have a significant impact on the Company's consolidated Statements of Operations or Statements of Cash Flows as of January 1, 2021.

As of March 31, 2021 the adoption of ASC 842 resulted in the recognition of operating lease right-of-use assets of $5.8 million and current and noncurrent operating lease liabilities of $1.0 million and $5.7 million, respectively, and the derecognition of deferred rent liabilities and unamortized lease incentives of $0.8 million and $0.2 million, respectively, on the Company's condensed consolidated balance sheet, relating to its office leases in Somerville, Massachusetts. The adoption of ASC 842 for the three months ended March 31, 2021 resulted in an impact to the condensed consolidated statement of cash flows of an increase of $0.2 million in other non-cash operating lease cost, a decrease of $0.2 million in operating lease liabilities and a net change in both accrued expenses and other liabilities and deferred rent of less than $0.1 million, respectively. Additionally, in the supplemental disclosure of cash flow information, the Company recognized $0.3 million in cash paid in connection with operating lease liabilities and $6.0 million in operating right-of use assets obtained in exchange for new operating leases upon adoption of ASC 842. The adoption of ASC 842 had no material impact to the condensed consolidated statement of operations for the three months ended March 31, 2021.

Inner Belt Road Lease

In December 2015, the Company entered into a 10-year lease agreement (the "Inner Belt Road Lease") for approximately 25,785 square feet of space for its primary office and laboratory space in Somerville, Massachusetts. The monthly rental payments under the Inner Belt Road Lease, which include base rent charges of $0.1 million, are subject to periodic rent increases through September 2026.

In July 2016, the Company entered into a 10-year sublease agreement (the "Inner Belt Road Sublease") to share its leased space under the Inner Belt Road Lease with OpenBiome, a related party, as sub-tenant. The Inner Belt Road Sublease provided for an allocation, based on OpenBiome's proportionate share, of base rent and other expenses under the Inner Belt Road Lease, which was subject to change each year based on headcount and space used. In November 2020, pursuant to the OpenBiome Agreement, the Company and OpenBiome amended the terms of the Inner Belt Road Sublease to provide for a reduction in the size of the subleased premises upon the closing of the OpenBiome Agreement (see Note 13), which occurred on March 1, 2021. The Inner Belt Road Sublease was further amended on January 15, 2021 and June 22, 2021 and terminated on December 31, 2021.

The Company's lease expense under the Inner Belt Road Lease was $0.3 million for each of the three months ended March 31, 2022 and 2021. The Company recognized sublease income under the sublease to OpenBiome as rent was received over the sublease term. Gross lease income under the sublease to OpenBiome for the three months ended March 31, 2021 was $0.1 million and is presented as an offset to lease expense on the condensed consolidated statements of operations.

Cherry Street Lease

On March 1, 2021, the Company assumed a lease agreement (the "Cherry Street Lease") in conjunction with the closing of the OpenBiome Agreement. The lease term is from March 2021 through February 2023. The Company's lease expense under the Cherry Street Lease for the three months ended March 31, 2022 and 2021 was $24,900 and approximately $8,000, respectively.

Concord Avenue Lease

On May 25, 2021, Finch entered into a lease agreement (the "Concord Avenue Lease") from May 2021 through February 2022. The Company's lease expense under the Concord Avenue Lease for the three months ended March 31, 2022 and 2021 was $0.1 million and zero, respectively. On August 17, 2021 Finch extended the term of the lease for an additional two-month period through April 2022 and on February 4, 2022, Finch further extended the lease for an additional month through May 2022. The Concord Avenue Lease qualifies as a short-term lease and will be excluded from the balance sheet.

Hood Lease

On August 3, 2021, Finch entered into a 10-year lease agreement (the "Hood Lease") with Hood Park LLC, pursuant to which Finch will lease approximately 61,139 square feet of office and laboratory space (the "Premises"). Finch became responsible for paying rent under the Hood Lease on January 1, 2022; however, as of March 31, 2022, Finch's improvement on the Premises was not substantially completed and Finch has not commenced business operations in the Premises. Therefore, as of March 31, 2022, no lease expense, right-of-use asset, or lease liability was recognized under the Hood Lease.

The Hood Lease provides Finch with an option to extend the lease for one additional five-year term. Finch's annual base rent for the Premises started at approximately $4.5 million, and the lease contains annual rent escalations. The Hood Lease provides for a tenant improvement allowance of approximately $14.8 million for the cost of Finch's work on the Premises. As of March 31, 2022, $14.3 million of lessor owned tenant improvements were completed by the Company, $11.1 million of which are recorded as a receivable in other current assets on the condensed consolidated balance sheet, as the allowance is reimbursable by the lessor.

Finch posted a customary letter of credit in the amount of approximately $2.3 million, subject to decrease on a set schedule, as a security deposit pursuant to the Hood Lease. This is included in restricted cash, non-current on the condensed consolidated balance sheet as of March 31, 2022 and December 31, 2021.

The following table presents the classification of right-of-use assets and lease liabilities as of March 31, 2022 and December 31, 2021:

	BALANCE SHEET CLASSIFICATION	**March 31, 2022**	**December 31, 2021**
ASSETS			
Operating lease assets	Operating right-of-use assets	$ 4,811	$ 5,053
Finance lease assets	Property and equipment, net	17	22
Total lease assets		4,828	5,075
Liabilities			
Current			
Operating lease liabilities	Operating lease liabilities, current	$ 1,148	$ 1,128
Finance lease liabilities	Other current liabilities	14	19
Noncurrent			
Operating lease liabilities	Operating lease liabilities, non-current	4,594	4,887
Finance lease liabilities	Other liabilities	6	7
Total lease liabilities		$ 5,762	$ 6,041

The following table represents the components of lease cost, which are included in general and administrative and research and development expense on the statement of operations, for the three months ended March 31, 2022 and 2021:

	Three Months Ended March 31,	
LEASE COST	**2022**	**2021**
Finance lease cost:		
Amortization of right-of-use assets	$ 9	$ 8
Interest on lease liabilities	2	3
Operating lease cost	339	317
Short-term lease cost	108	5
Variable lease cost	495	68
Sublease income	—	(57)
Total lease cost	$ 953	$ 344

The weighted-average remaining lease term and discount rate as of March 31, 2022 and December 31, 2021 were as follows:

LEASE TERM AND DISCOUNT RATE	March 31, 2022	December 31, 2021
Weighted-average remaining lease term (years)		
Operating leases	4.4	4.6
Finance Leases	1.0	1.2
Weighted-average discount rate		
Operating leases	6.7%	6.7%
Finance Leases	30.6%	30.6%

Supplemental disclosure of cash flow information related to leases for the three months ended March 31, 2022 and 2021 was as follows:

	Three Months Ended March 31,	
SUPPLEMENTAL CASH FLOW INFORMATION	2022	2021
Cash paid for amounts included in measurement of lease liabilities		
Operating cash flows from operating leases	$ 273	$ 233
Financing cash flows from finance leases	$ 9	$ 8

The following table represents a summary of the Company's future lease payments required as of March 31, 2022:

	OPERATING LEASE OBLIGATIONS	HOOD PARK LEASE OBLIGATIONS	FINANCE LEASE OBLIGATIONS	TOTAL LEASE OBLIGATIONS
2022	$ 1,117	$ 3,021	$ 17	$ 4,155
2023	1,440	4,663	6	6,109
2024	1,460	4,795	—	6,255
2025	1,496	4,931	—	6,427
2026	1,116	5,071	—	6,187
Thereafter	—	27,605	—	27,605
Total future minimum lease payments	$ 6,629	$ 50,086	$ 23	$ 56,738
Less: amount representing interest	(887)	—	(3)	(890)
Present value of future minimum lease payments	$ 5,742	$ 50,086	$ 20	$ 55,848

6. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of the following as of March 31, 2022 and December 31, 2021 (in thousands):

	MARCH 31, 2022	DECEMBER 31, 2021
Accrued research and development	$ 979	$ 1,345
Accrued legal and professional fees	2,806	1,117
Accrued compensation and benefits	2,352	4,401
Accrued other	4,737	3,062
Total accrued expenses and other current liabilities	$ 10,874	$ 9,925

7. REVENUE

Takeda Pharmaceutical Company Limited

In January 2017, the Company entered into an agreement (as amended, the "Takeda Agreement") with Takeda Pharmaceutical Company Limited ("Takeda"), pursuant to which the Company granted Takeda a worldwide, exclusive license, with the right to grant sublicenses, under certain of its patents, patent applications and know-how to develop the Company's microbiome therapeutic candidate, TAK-524, for the prevention, diagnosis, theragnosis or treatment of diseases in humans. The Company subsequently amended and restated the Takeda Agreement in October 2019 to provide for the Company to allocate certain resources towards determining the feasibility of developing a second microbiome therapeutic candidate, FIN-525. The Company further amended the Takeda Agreement in August 2021 to transition primary responsibility for further development and manufacturing activities with respect to TAK-524 from the Company to Takeda in accordance with a transition plan, and Takeda assumed sole responsibility for regulatory matters with respect to TAK-524. In November 2021, the Takeda Agreement was amended again to enable the Company to carry out certain preliminary evaluation activities with respect to FIN-525.

Under the terms of the Takeda Agreement, the Company agreed to design TAK-524, a product candidate optimized for ulcerative colitis, for Takeda based on selection criteria within a product-specific development plan. The Company also agreed to conduct a feasibility study to potentially further develop FIN-525, a program to develop a live biotherapeutic product optimized for the treatment of Crohn's disease. The Company assessed this arrangement in accordance with ASC 606, *Revenue from Contracts with Customers,* and concluded that the contract counterparty, Takeda, is a customer. The Company identified the following material promises at the outset of the Takeda Agreement: (1) an exclusive license to use the Company's rights in intellectual property to conduct research activities; (2) R&D services for activities under the development plan; (3) two options to pursue different indications of research for the Company's right in product candidates; (4) manufacturing and supply for the Company's clinical trials; and (5) participation on a joint steering committee and joint development committee. The options were considered distinct from the other promises in the arrangement and analyzed for material rights; the Company concluded these were not material rights and the consideration related to them should be excluded as a performance obligation until the option is exercised. The Company determined that the remaining promises were not capable of being distinct from one another and were not distinct in the context of the contract. In accordance with the Company's ASC 606 assessment, the Takeda Agreement was determined to contain a single combined performance obligation made up of the promises above, excluding the options. The FIN-525 feasibility study was determined to be part of the single combined performance obligation due to its connection to the original license and research and development activities. The FIN-525 feasibility study was completed in March 2021.

The Company received an upfront payment from Takeda of $10.0 million in the year ended December 31, 2017 in exchange for the exclusive license of the Company's intellectual property. The Company included the upfront payment and the estimable reimbursable R&D costs in the transaction price and recognized revenue associated with it over the period it expected to perform R&D services. Under the original agreement the estimated term for the R&D and manufacturing services for which the Company had primary responsibility, was through Phase 1 clinical trials.

On August 9, 2021, the Company and Takeda entered into an amendment to the amended and restated Takeda Agreement (the "Amendment"). Pursuant to the Amendment, Finch and Takeda transitioned primary responsibility for such development and manufacturing activities from Finch to Takeda in accordance with an agreed upon transition plan, and Takeda also assumed sole responsibility for regulatory matters with respect to TAK-524. The Company accounted for the Amendment as a modification to the existing contract under ASC 606, as the Amendment significantly reduced the remaining performance obligations, which were then completed by September 30, 2021. As a result, the remaining revenue that had been deferred under the Takeda Agreement was recognized in the third quarter of 2021.

In November 2021, Takeda and Finch entered into an amendment to the Takeda Agreement ("Amendment #2"). Pursuant to Amendment #2, Finch is obligated to perform certain additional research activities related to the feasibility of the FIN-525 program prior to Takeda making the decision to initiate the full development program. Under Amendment #2, Takeda shall pay Finch for pass-through costs incurred and research services performed at the agreed-upon full-time equivalent rate. The additional feasibility work is expected to be completed in the second quarter of 2022.

The Company recognized revenue related to the Takeda Agreement of $0.4 million and $3.6 million in the three months ended March 31, 2022 and 2021, respectively, which is included under collaboration revenue in the condensed consolidated statements of operations.

Takeda reimburses the Company for certain R&D costs on a quarterly basis. The Company recorded accounts receivable of $0.2 million and $0.5 million on its condensed consolidated balance sheets as of March 31, 2022, and December 31, 2021, respectively. As of March 31, 2022, there is no remaining deferred revenue due to the Company's satisfaction of the performance obligation.

The Takeda Agreement contains various milestone payments associated with development and commercialization efforts that provide for a maximum available amount of $180.0 million should all of the milestones be achieved. These milestones are constrained until the Company determines it is probable that the cumulative revenue related to the milestones will not be reversed. As of March 31, 2022, the Company has earned and received $4.0 million in milestone payments.

The Company is still eligible to receive royalties under the Amendment and Takeda is obligated to pay the Company mid-to-high single digit royalties based on annual aggregate net sales of the licensed products, on a product-by-product basis, subject to certain restrictions. The Company did not receive any payments or record any revenues related to sales-based royalties under the Takeda Agreement in the three months ended March 31, 2022 and 2021.

OpenBiome

On November 19, 2020, the Company entered into the LMIC License Agreement ("LMIC Agreement") with OpenBiome, pursuant to which the Company granted OpenBiome a non-exclusive license, with the right to grant sublicenses, under certain patents, patent applications, and know-how that are reasonably necessary or useful for the exploitation of products manufactured directly from donor-sourced stool without the use of culturing or replication, or certain natural products ("OpenBiome Royalty Products"). The license granted to OpenBiome excludes a license under the Company's intellectual property to exploit a lyophilized natural product (such as CP101) where processed stool is lyophilized. The Company owns all improvements and modifications made to the licensed intellectual property throughout the term of the LMIC Agreement, while OpenBiome is responsible for all manufacturing efforts and all expenses associated with these efforts.

The LMIC Agreement was entered into separately from the OpenBiome Agreement (see Note 13) and the license granted under the LMIC Agreement is unrelated to the assets acquired under the OpenBiome Agreement. The only consideration provided to the Company under the LMIC Agreement is in the form of future royalties on net sales of OpenBiome Royalty Products. The Company is entitled to receive tiered royalties on net sales of certain products, ranging from mid single digit to low second decile digits on a product-by-product and country-by-country basis. In the event that OpenBiome is required to pay a royalty to a third party to obtain rights under patents owned or controlled by such third party that are necessary for the exercise of its rights under the Company's intellectual property pursuant to the LMIC Agreement, then OpenBiome shall have the right to deduct a portion of the amount of the royalty due to the third party against the royalties that are due from OpenBiome to the Company. The Company had not earned any of these royalty payments pursuant to the LMIC Agreement as of March 31, 2022.

The LMIC Agreement will continue in perpetuity until the last royalty is earned under the LMIC Agreement unless otherwise terminated by either party. OpenBiome has the right to terminate the LMIC Agreement for convenience upon 90 days specified prior written notice to the Company. Either party may terminate the LMIC Agreement in the event of an uncured material breach by the other party.

The Company did not recognize any revenue related to the LMIC Agreement for the three months ended March 31, 2022 and 2021, as there were no marketable OpenBiome Royalty Products in these periods.

8. INCOME TAXES

During the three months ended March 31, 2022 and the year ended December 31, 2021, the Company recorded a full valuation allowance on federal and state deferred tax assets since management does not forecast the Company to be in a profitable position in the near future. There were no material changes in the Company's tax position in the three months ended March 31, 2022 as compared to the year ended December 31, 2021.

9. COMMITMENTS AND CONTINGENCIES

Legal Contingencies

On December 1, 2021, Rebiotix Inc. and Ferring Pharmaceuticals Inc. (collectively, "Rebiotix") filed a complaint against the Company in the U.S. District Court for the District of Delaware. The complaint seeks a declaratory judgment of non-infringement and invalidity with respect to seven United States Patents owned by the Company: U.S. Patent Nos. 10,675,309 (the "'309 patent"); 10,463,702 (the "'702 patent"); 10,328,107 (the "'107 patent"); 10,064,899; 10,022,406; 9,962,413; and 9,308,226. On February 7, 2022, the Company filed an answer and counterclaims against Rebiotix for infringement of the '107, '702, and '309 patents. On March 7, 2022, the Company filed an amended answer and counterclaims, in which the Company, together with the Regents of the University of Minnesota ("UMN"), alleged infringement by Rebiotix of three U.S. Patents owned by UMN and exclusively licensed to the Company: U.S. Patent Nos. 10,251,914, 10,286,011, and 10,286,012, (collectively, the "UMN Patents). On April 4, 2022, Rebiotix filed counterclaims for declaratory judgment of non-infringement and invalidity of the UMN Patents. On May 2, 2022, the Company and UMN responded, denying such counterclaims. The U.S District Court for the District of Delaware set a trial date for a five-day trial beginning on May 20, 2024. The pending lawsuit is subject to inherent uncertainties, and the actual legal fees and costs will depend upon many unknown factors. The outcome of the pending lawsuit cannot be predicted with certainty. The Company has determined under ASC 450, *Contingencies*, that there is no probable or estimable loss contingency that is required to be recorded as of March 31, 2022.

License Payments

The Company enters into contracts in the normal course of business with contract research organizations and other third parties for preclinical studies, clinical studies, and testing and manufacturing services. Most contracts do not contain minimum purchase commitments and are cancelable by the Company upon prior written notice. Payments due upon cancellation consist of payments for services provided or expenses incurred, including non-cancelable obligations of the Company's service providers up to one year after the date of cancellation. Under these agreements, in exchange for access to intellectual property, the Company may be obligated to provide future minimum royalty payments and milestone payments related to regulatory approvals and sales-based events. The Company entered into the OpenBiome Agreement in November 2020 (see Note 13) and the closing of the OpenBiome Agreement occurred on March 1, 2021. Under the terms of the OpenBiome Agreement, the Company is required to make certain milestone and royalty payments to OpenBiome in conjunction with the license and purchase of certain intellectual property related to the underlying chemistry, manufacturing, and controls ("CMC") process used to manufacture materials for its clinical trials. The OpenBiome Agreement also effectively terminated the Asset Purchase and License Agreement (the "APL Agreement"), which the Company entered into with OpenBiome in February 2019, and the obligations under the Material Access License Agreement (the "MAL Agreement"), which the Company entered into with OpenBiome in December 2016.

Leases

The Company's commitments under its lease agreements are described in Note 5.

10. REDEEMABLE CONVERTIBLE PREFERRED STOCK

Upon the completion of the IPO, all 31,253,609 shares of outstanding preferred stock automatically converted into 31,253,609 shares of common stock. As of March 31, 2022, there were no shares of preferred stock outstanding.

11. STOCKHOLDERS' EQUITY

On February 24, 2021, the Board and the Company's stockholders approved the Company's amended and restated certificate of incorporation, which became effective immediately prior to the closing of the IPO on March 18, 2021. The certificate authorizes the issuance of up to 200,000,000 shares of $0.001 par value common stock and up to 10,000,000 shares of $0.001 par value undesignated preferred stock. The Board may designate the rights, preferences, privileges, and restrictions of the preferred stock, including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preference, and number of shares constituting any series or the designation of any series. The issuance of preferred stock could have the effect of restricting dividends on our common stock, diluting the voting power of our common stock, impairing the liquidation rights of our common stock, or delaying or preventing a change in control. As of March 31, 2022, no shares of preferred stock were outstanding.

In conjunction with the IPO, the Company issued and sold 7,500,000 shares of common stock at a public offering price of $17.00 per share, for aggregate net proceeds of $115.7 million after deducting underwriting discounts and commissions and initial public offering costs. In connection with the IPO, all then outstanding shares of preferred stock were converted into 31,253,609 shares of common stock.

On April 20, 2021, the Company issued 192,877 additional shares of common stock, pursuant to the underwriters' partial exercise of their overallotment option, at a public offering price of $17.00 per share for aggregate gross proceeds of $3.3 million and net proceeds of $3.0 million after deducting underwriters' discounts, commissions and offering costs.

Each share of common stock entitles the holder to one vote, together with the holders of any preferred stock outstanding, on all matters submitted to the stockholders for a vote. Common stockholders are also entitled to receive dividends. As of March 31, 2022, no cash dividends have been declared or paid.

As of March 31, 2022 and 2021 the Company has reserved the following shares of common stock for potential conversion of outstanding preferred stock, the vesting of restricted stock and exercise of stock options and common stock warrants:

	MARCH 31, 2022	MARCH 31, 2021
Options to purchase common stock	4,771,403	2,032,964
Common stock warrants	—	19,346
Shares issuable under employee stock purchase plan	32,088	—
	4,803,491	2,052,310

12. STOCK-BASED COMPENSATION

2021 Equity Incentive Plan

In March 2021, the Board adopted, and the stockholders approved, the 2021 Equity Incentive Plan (the "2021 Plan"). The 2021 Plan became effective on the date of the underwriting agreement related to the IPO, and as a result no further grants will be made under the 2017 Equity Incentive Plan (the "2017 Plan"). However, any outstanding grants made under the 2017 Plan remain effective.

The 2021 Plan provides for the grant of incentive stock options to employees, including employees of any parent or subsidiary of the Company, and for the grant of nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance awards and other forms of awards to employees, directors and consultants, including employees and consultants of the Company's affiliates.

Initially, the maximum number of shares of the Company's common stock that may be issued under the 2021 Plan will not exceed 5,291,446 shares of common stock, which is the sum of (1) 4,700,000 new shares, plus (2) an additional number of shares equal to the number of shares of common stock subject to outstanding stock options or other stock awards granted under the 2017 Plan that, on or after the 2021 Plan became effective, terminate or expire prior to exercise or settlement; are not issued because the award is settled in cash; are forfeited because of the failure to vest; or are reacquired or withheld (or not issued) to satisfy a tax withholding obligation or the purchase or exercise price, if any, as such shares become available from time to time. In addition, the number of shares of common stock reserved for issuance under our 2021 Plan will automatically increase on January 1 of each calendar year, starting on January 1, 2022 through January 1, 2031, in an amount equal to (i) 5.0% of the total number of shares of common stock outstanding on December 31 of the year before the date of each automatic increase, or (ii) a lesser number of shares determined by the Board prior to

the applicable January 1. The maximum number of shares of common stock that may be issued on the exercise of incentive stock options under the 2021 Plan will be 14,100,000 shares. Shares subject to stock awards granted under the 2021 Plan that expire or terminate without being exercised in full or that are paid out in cash rather than in shares will not reduce the number of shares available for issuance under the 2021 Plan.

On March 31, 2022, the Company registered 2,375,609 additional shares of common stock under the 2021 Plan, pursuant to the provisions of the 2021 Plan providing for an automatic increase in the number of shares common stock reserved and available for issuance under the 2021 Plan on January 1, 2022.

As of March 31, 2022, there were 4,771,403 shares of common stock issuable upon the exercise of outstanding options and there were 1,055,672 shares available for future issuance under the 2021 Plan.

2021 Employee Stock Purchase Plan

In March 2021, the Board adopted the 2021 Employee Stock Purchase Plan (the “2021 ESPP”), which became effective on the date of the underwriting agreement related to the IPO. The 2021 ESPP is administered by the Board or by a committee appointed by the Board. The 2021 ESPP initially provides participating employees with the opportunity to purchase up to an aggregate of 500,000 shares of common stock. The first offering period under the 2021 ESPP commenced on December 1, 2021.

Each offering to employees to purchase shares will begin on each June 1 and December 1 and will end on the following November 30 and May 31, respectively. On each purchase date, which will fall on the last date of each offering period, participants in the 2021 ESPP will purchase shares of common stock at a price per share equal to 85% of the lesser of (1) the fair market value of the shares on the offering date or (2) the fair market value of the shares on the purchase date. The occurrence and duration of offering periods under the 2021 ESPP are subject to the determinations of the compensation committee of the Board. On March 31, 2022, the Company registered 475,121 additional shares of its common stock under the 2021 ESPP, pursuant to the provisions of the 2021 ESPP, providing for an automatic increase in the number of shares of common stock reserved and available for issuance under the 2021 ESPP on January 1, 2022. As of March 31, 2022, no shares were issued under the 2021 ESPP in 2022 and 975,121 shares were available for future issuance.

Stock Options

The following table summarizes the activity of the Company’s stock options under the 2017 Plan and 2021 Plan for the three months ended March 31, 2022:

	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE	WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM (in years)	AGGREGATE INTRINSIC VALUE (in thousands)
Outstanding as of December 31, 2021	3,264,770	$ 11.04	8.4	$ 7,228
Granted	1,682,750	8.24		
Exercised	(20,406)	0.63		
Cancelled or forfeited	(150,994)	12.41		
Expired	(4,717)	13.63		
Outstanding as of March 31, 2022	4,771,403	$ 10.05	8.2	$ 2,857
Options exercisable as of March 31, 2022	1,165,647	$ 6.77	6.7	$ 2,382
Options vested or expected to vest as of March 31, 2022	4,771,403	$ 10.05	8.2	$ 2,857

As of March 31, 2022, there was approximately $27.2 million of unrecognized compensation expense related to the stock-based compensation arrangements granted under the 2021 Plan remaining to be recognized. The Company expects to recognize this cost over a weighted average period of 3.34 years.

Stock-Based Compensation Expense

Total stock-based compensation expense recorded as R&D and general and administrative expenses, respectively, for employees, directors and non-employees for the periods presented is as follows (in thousands):

	THREE MONTHS ENDED MARCH 31, 2022	THREE MONTHS ENDED MARCH 31, 2021
Research and development	$ 1,009	$ 270
General and administrative	1,111	65
Total	$ 2,120	$ 335

13. RELATED PARTY TRANSACTIONS

Master Strategic Affiliation Agreement

Under the Master Strategic Affiliation Agreement with OpenBiome (the "Strategic Agreement"), OpenBiome and the Company reimbursed one another for certain administrative expenses. The Company's Chief Executive Officer and a member of the Board is the spouse of the co-founder and former executive director of OpenBiome, and certain of the OpenBiome directors are stockholders of the Company.

The Company did not record any reimbursements to or from OpenBiome under the Strategic Agreement during three months ended March 31, 2022. For the three months ended March 31, 2021, the Company reimbursed OpenBiome $0.1 million, and OpenBiome reimbursed the Company $0.1 million under the Strategic Agreement. As of March 31, 2022 and December 31, 2021, the Company recorded zero payable balance due to OpenBiome. The Strategic Agreement was amended and restated in its entirety upon execution of the OpenBiome Agreement in November 2020 (as amended, the "A&R Strategic Agreement").

Until December 31, 2021, OpenBiome subleased office and lab space from the Company (see Note 5). The Company's rent income under the sublease was $0.1 million for the three months ended March 31, 2021. As of March 31, 2022 the Company had not recorded rent income under the sublease and no longer had an outstanding receivable due from OpenBiome.

Clinical Supply and Services Agreement

On February 10, 2020, the Company entered into a Clinical Supply and Services Agreement (the "CSA") with OpenBiome, which terminated upon closing of the OpenBiome Agreement in March 2021. In accordance with the CSA, OpenBiome agreed to supply the Company with certain manufactured material and to provide additional support services to the Company. In consideration for these materials and services, the Company agreed to pay a monthly platform fee of $0.2 million, all direct employee overhead costs, and variable costs for consumables. Under a related payment agreement executed concurrently with the CSA, the Company paid a $0.5 million security deposit in the event of cost overruns under the CSA arrangement and approximately $1.6 million in prepaid fees. The $0.5 million security deposit was returned to the Company during the same period. The Company paid OpenBiome $0.8 million under the CSA for the three months ended March 31, 2021.

OpenBiome Agreement

On November 19, 2020, the Company entered into the OpenBiome Agreement in order to obtain OpenBiome's CMC manufacturing process to enhance its current manufacturing capabilities for its lead program, CP101; the OpenBiome Agreement was fully executed and closed on March 1, 2021. Simultaneously with entering into the OpenBiome Agreement, the Company terminated the MAL Agreement and the APL Agreement, as well as certain subject matter agreements, and executed the A&R Strategic Agreement. Upon the closing of the OpenBiome Agreement on March 1, 2021, the CSA was also terminated, and the Company will not incur any additional expense to be paid to OpenBiome.

Pursuant to the OpenBiome Agreement, the Company acquired certain biological samples, software, and a non-exclusive license to OpenBiome's CMC technology upon signing in November 2020, and acquired certain biological samples, a commercial lease, contract services intellectual property and capital equipment upon the closing of the transaction in March 2021. The Company previously licensed the biological samples and OpenBiome's CMC technology under various historical agreements with OpenBiome which terminated upon signing of the OpenBiome Agreement. As such, the acquisition of the CMC technology license was a

continuation of previously granted rights. Under the A&R Strategic Agreement, the OpenBiome Agreement releases, for a one-year period from signing, a hiring restriction under the A&R Strategic Agreement (i.e., non-solicitation) such that the Company may hire, at its discretion, certain OpenBiome employees. The Company did not acquire any such employees as part of the transaction.

In connection with the OpenBiome Agreement, the Company paid $1.2 million for the acquisition of certain assets in November 2020, which was capitalized as property and equipment as software on the Company's condensed consolidated balance sheet as of December 31, 2020, and paid $3.8 million upon the closing of the OpenBiome Agreement on March 1, 2021, for the remaining assets. The Company accounted for the OpenBiome Agreement as an asset acquisition and capitalized $5.0 million of property and equipment on the condensed consolidated balance sheet as of March 31, 2021 for the acquired software and property and equipment. The Company did not assign any value to biological samples, contract services intellectual property, or the CMC technology license, as the Company did not acquire any additional rights that were not previously granted under the legacy agreements.

The Company is also required to pay certain milestones of up to $26.0 million upon the occurrence of certain R&D events, regulatory approvals, and commercial sales, and low single digit royalties on net sales of products on a product-by-product and country-by-country basis, as well as a mid single digit royalties on sublicensing revenue related to such products.

The Company previously granted OpenBiome a royalty-bearing, non-exclusive license to its intellectual property under the APL Agreement, which terminated upon the signing of the OpenBiome Agreement. The Company will continue to earn royalties under the OpenBiome Agreement based on sales of fecal microbiota transplantation ("FMT") materials.

14. RETIREMENT PLAN

The Company has adopted a defined contribution plan intended to qualify under Section 401(k) of the Internal Revenue Code covering all eligible employees of the Company. All employees are eligible to become participants of the plan at their hire date. Each active employee may elect, voluntarily, to contribute a percentage of their compensation to the plan each year, subject to certain limitations. The Company reserves the right to make additional contributions to this plan. The Company made contributions to the plan of $0.2 million in each of the three months ended March 31, 2022 and 2021.

15. LOSS PER SHARE

Basic and diluted loss per share is computed by dividing net loss attributable to common stockholders by the weighted-average common shares outstanding (in thousands, except share and per share data):

	FOR THE THREE MONTHS ENDED MARCH 31, 2022	FOR THE THREE MONTHS ENDED MARCH 31, 2021
Numerator:		
Net loss	$ (24,567)	$ (13,981)
Net loss attributable to common stockholders—basic and diluted	(24,567)	(13,981)
Denominator:		
Weighted-average common stock outstanding—basic and diluted	47,528,948	14,033,273
Net loss per share attributable to common stockholders—basic and diluted	$ (0.52)	$ (1.00)

The Company's potentially dilutive securities, which include preferred stock, restricted stock, stock options, and warrants, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted-average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common stockholders is the same. The Company excluded the following from the computation of diluted net loss per share attributable to common stockholders at March 31, 2022 and 2021 because including them would have had an anti-dilutive effect:

	THREE MONTHS ENDED MARCH 31,	
	2022	2021
Options to purchase common stock	4,771,403	2,032,964
Common stock warrants	—	19,346
Shares issuable under employee stock purchase plan	32,088	—
	4,803,491	2,052,310

16. SUBSEQUENT EVENTS

Restructuring

On April 19, 2022, the Company announced its implementation of certain expense reduction measures, approved by its Board on April 14, 2022, including a reduction of the Company's workforce by 37 full-time employees, or approximately 20% of the Company (the "Restructuring"). The Restructuring followed the Company's decision to pause its chronic hepatitis B program, and its prior announcement of a clinical hold by the FDA on its investigational new drug ("IND") application for CP101 and associated delays to the Company's recurrent CDI and autism spectrum disorder ("ASD") programs. On April 28, 2022, the Company announced that the FDA had removed the clinical hold on its IND for CP101. The Company believes the Restructuring will allow it to focus its financial resources on its CDI and ASD programs.

As a result of the Restructuring, the Company estimates that it will incur approximately $1.1 million in costs consisting of one-time severance payments, healthcare coverage, outplacement services and related expenses. The Company expects to record a significant portion of these charges in the second quarter of 2022. The Restructuring is expected to be substantially completed by the end of the second quarter of 2022. As of the date of this quarterly report, the estimates of costs that the Company expects to incur and the timing thereof are subject to a number of assumptions and actual results may differ. The Company may also incur other charges or cash expenditures not currently contemplated in connection with the Restructuring.

Loan and Security Agreement

On May 11, 2022 the Company entered into a loan and security agreement (the "Loan Agreement") with Hercules Capital, Inc., which provides for a term loan with aggregate maximum borrowings of up to $55.0 million (the "Term Loan"). Under the Loan Agreement, the Company borrowed an initial amount of $15.0 million, and has the option to draw down an additional $20.0 million under the first tranche of the Term Loan at the Company's discretion, and an additional $20.0 million from the second tranche subject to certain milestones and conditions.

The Term Loan bears interest at a variable annual rate equal to the greater of (i)(a) 4.05% plus (b) the Prime Rate (as reported in the Wall Street Journal) and (ii) 7.55%. Borrowings under the Loan Agreement are repayable in monthly interest-only payments through December 1, 2024, or December 1, 2025 if certain conditions have been achieved prior to December 1, 2024. After the interest-only payment period, borrowings under the Loan Agreement are repayable in equal monthly payments of principal and accrued interest until November 1, 2026 (the "Maturity Date").

The Company paid a $262,500 facility charge upon closing and will pay a facility charge in connection with a draw under the second tranche of the Term Loan equal to 0.75% of the amount drawn. The Loan Agreement also provides for a final payment, payable upon maturity or the repayment of the obligations in full or in part (on a pro rata basis), equal to 5.50% of the aggregate principal amount of Term Loans advanced to the Borrower and repaid on such date. The Loan Agreement includes a minimum cash covenant of $12.5 million that applies commencing on the date the principal amount borrowed under the Term Loan exceeds $25.0 million, subject to waiver upon satisfaction of certain conditions as set forth in the Loan Agreement. In addition, the Loan Agreement includes certain customary affirmative and restrictive covenants and representations and warranties.

Item 2. 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 results of operations together with (1) our condensed consolidated financial statements and the related notes and other financial information included elsewhere in this Quarterly Report on Form 10-Q and (2) the audited consolidated financial statements and the related notes and management's discussion and analysis of financial condition and results of operations for the fiscal year ended December 31, 2021 included in our Annual Report on Form 10-K, filed with the Securities and Exchange Commission, or SEC, on March 31, 2022, which we refer to as the 2021 10-K.

Overview

We are a clinical-stage microbiome therapeutics company leveraging our Human-First Discovery platform to develop a novel class of orally administered biological drugs. The microbiome consists of trillions of microbes that live symbiotically in and on every human and are essential to our health. When key microbes are lost, the resulting dysbiosis can increase susceptibility to immune disorders, infections, neurological conditions, cancer and other serious diseases. We are developing novel therapeutics designed to deliver missing microbes and their clinically relevant biochemical functions to correct dysbiosis and the diseases that emerge from it. Our Human-First Discovery platform uses reverse translation to identify diseases of dysbiosis and to design microbiome therapeutics that address them. We believe that our differentiated platform, rich pipeline and the broad therapeutic potential of this new field of medicine position us to transform care for a wide range of unmet medical needs.

Our lead product candidate, CP101, is an orally administered complete microbiome therapeutic in development for the prevention of recurrent *Clostridioides difficile* infection, or CDI. In June 2020, we reported positive topline data from our Phase 2 placebo-controlled clinical trial of CP101 for the prevention of recurrent CDI, which we refer to as the PRISM3 trial, and in November 2021, we reported positive topline data from our open-label, Phase 2 clinical trial of CP101 for the prevention of recurrent CDI, which we refer to as the PRISM-EXT trial. We have designed a Phase 3 clinical trial, which we refer to as the PRISM4 trial, to serve as our second pivotal trial of CP101 for the prevention of recurrent CDI. On March 1, 2022, we announced that enrollment in PRISM4 was paused following receipt of a clinical hold letter on February 24, 2022 from the U.S. Food and Drug Administration, or the FDA, in connection with our investigational new drug application, or IND, for CP101, requesting additional information regarding our SARS-CoV-2 donor screening procedures and associated informed consent language. On April 27, 2022, the FDA removed the clinical hold. We expect to proceed with enrollment in PRISM4 in the second half of this year after we complete certain manufacturing activities and quality system updates related to the recently resolved clinical hold, and submit for the FDA's review and agreement the validation package for one of our release tests and a PRISM4 protocol amendment. We plan to provide further guidance on the expected timing of a topline PRISM4 data readout in the future.

We have decided to modify the design of our Phase 1b clinical trial of FIN-211 in autism spectrum disorder, or ASD, which we refer to as AUSPIRE, as a single cohort, placebo-controlled study. The anticipated changes to AUSPIRE are expected to provide more meaningful insights into the potential impact of FIN-211 on behavioral and gastrointestinal symptoms, in addition to establishing safety and tolerability. The changes are supported by insights that have recently emerged from third-party studies of microbiota transplantation in children with autism and significant gastrointestinal symptoms. We anticipate submitting the IND for FIN-211 in the fourth quarter of this year. The IND submission is expected to reflect changes in the AUSPIRE trial design and manufacturing updates related to the recently resolved clinical hold on our IND for CP101. We plan to provide guidance in the future on the expected timing of a topline AUSPIRE data readout.

We continue to partner with Takeda Pharmaceutical Company Limited, or Takeda, on the development of targeted microbiome therapeutics for inflammatory bowel disease, or IBD. These include TAK-524, a product candidate designed for the treatment of ulcerative colitis, and FIN-525, a program to develop a live biotherapeutic product optimized for the treatment of Crohn's disease.

Since our inception, we have focused primarily on developing and progressing our product candidates through clinical development, organizing and staffing our company, research and development activities, establishing and protecting our intellectual property portfolio, including for our Human-First Discovery platform, and raising capital. We do not have any product candidates approved for sale and have not generated any revenue from product sales. Since our inception, we have funded our operations primarily with proceeds from our initial public offering, or the IPO, the sale of convertible preferred stock and from collaboration revenue.

We will not generate any revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for one or more of our product candidates. If we obtain regulatory approval for any of our product candidates, we expect to incur significant expenses related to developing our internal commercialization capability to support product sales, marketing and distribution.

As a result, we will need substantial additional funding to support our operating activities as we advance our product candidates through clinical development, seek regulatory approval and prepare for and, if any of our product candidates are approved, proceed to commercialization. Until such time, if ever, that we can generate substantial product revenue, we expect to finance our cash needs through equity offerings, debt financings or other capital sources, including collaborations, licenses or similar arrangements. However, we may be unable to raise additional funds or enter into such other arrangements when needed or on favorable terms, if at all.

If we are unable to obtain funding, we will be forced to delay, reduce or eliminate some or all of our research and development programs, product portfolio expansion or commercialization efforts, which could adversely affect our business prospects, or we may be unable to continue operations. Although we continue to pursue these plans, there is no assurance that we will be successful in obtaining sufficient funding on terms acceptable to us to fund continuing operations, if at all.

We believe that our existing cash and cash equivalents of $106.9 million as of March 31, 2022 , together with anticipated, non-dilutive sources of additional cash, will fund our operations into the second quarter of 2024. These anticipated sources of cash include $15.0 million of funding that has been drawn under the Loan Agreement (as defined below), a $10.0 million tranche of funding that is available at our discretion under the Loan Agreement, expected near term milestones from the Takeda partnership, and the expected subletting of one of our office and lab facilities. 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."

Recent Developments

On May 11, 2022, we entered into a Loan and Security Agreement, or the Loan Agreement, with Hercules Capital, Inc. as administrative agent and collateral agent. Under the Loan Agreement, we borrowed $15 million, and we have the option to draw down two tranches of $10 million each at our discretion and an additional tranche of $20 million upon achievement of a milestone linked to topline data from PRISM4.

COVID-19 Business Update

We continue to closely monitor the COVID-19 pandemic as we evolve our business continuity plans, clinical development plans and response strategy. The extent of the impact of the COVID-19 pandemic, including variants of COVID-19, on our business, operations and clinical development timelines and plans remains uncertain, and will depend on certain developments, including the duration and spread of the outbreak and its impact on our clinical trial enrollment, trial sites, contract research organizations, or CROs, contract manufacturing organizations, and other third parties with whom we do business, as well as regulatory authorities and our key scientific and management personnel.

Components of Our Results of Operations

Revenue

We have no products approved for commercial sale. We have not generated any revenue from product sales and do not expect to generate any revenue from the sale of licensed products for the foreseeable future. Our revenue to date has been generated primarily through collaboration and license agreements. We recognize revenue over our expected performance period under each agreement. We expect that our revenue for the next several years will be derived primarily from our current collaboration agreement and any additional collaborations that we may enter into in the future, and any collaboration revenue we generate will fluctuate from period to period as a result of the timing and amount of milestones and other payments. To date, we have not received any royalties under our collaboration agreement with Takeda. Additionally, we will continue to earn royalties under our Asset Purchase Agreement, dated as of November 19, 2020, or the OpenBiome Agreement, with Microbiome Health Research Institute, Inc., doing business as OpenBiome, or OpenBiome, based on sales of fecal microbiota transplantation, or FMT, materials.

Collaboration and License Agreement with Takeda

In January 2017, we entered into a research collaboration and exclusive license agreement, or as amended and restated, the Takeda Agreement, with Takeda, pursuant to which we granted Takeda a worldwide, exclusive license, with the right to grant sublicenses, under our rights in certain patents, patent applications and know-how to develop, have developed, manufacture, have manufactured, make, have made, use, have used, offer for sale, sell, have sold, commercialize, have commercialized and import our microbiome therapeutic candidate TAK-524, for the prevention, diagnosis, theragnosis or treatment of diseases in humans. We subsequently amended and restated the Takeda Agreement in October 2019 to provide a similar worldwide, exclusive license to a second microbiome therapeutic candidate, FIN-525. We amended the Takeda Agreement in August 2021 to transition primary responsibility

for further development and manufacturing activities with respect to TAK-524 from us to Takeda in accordance with a transition plan, and Takeda will assume sole responsibility for regulatory matters with respect to TAK-524. In November 2021, we amended the Takeda Agreement to enable us to carry out certain FIN-525 preliminary evaluation activities.

In connection with entry into the Takeda Agreement, we received a one-time, upfront payment from Takeda in the amount of $10.0 million. Additionally, we have received an aggregate of $4.0 million in additional payments upon the achievement of certain development milestones for TAK-524 therapeutic products, and we are entitled to receive up to an aggregate of $176.0 million for additional milestone payments upon the achievement of specified development, regulatory and commercial sale milestones for TAK-524 therapeutic products. We are also entitled to receive up to $177.7 million in the aggregate, upon the achievement of specified development, regulatory and commercial sale milestones for FIN-525 therapeutic products, subject, to certain specified reductions based upon the nature of the FIN-525 product and certain additional milestones to be negotiated by the parties. We are also entitled to receive up to $10.0 million upon achievement of certain milestone events for the first diagnostic product for each of TAK-524 and FIN-525, subject to certain reductions in the event that Takeda uses a third party to develop such diagnostic products. None of these milestones were impacted by the amendments to the Takeda Agreement noted above. Revenue under the Takeda Agreement is recognized as our research and development services are provided and is recorded as collaboration revenue on our condensed consolidated statement of operations.

Agreements with OpenBiome

We have historically collaborated with OpenBiome under several agreements related to, among other things, the license of various technology and intellectual property rights, and the supply of certain materials, as further described below.

On November 19, 2020, we entered into the LMIC License Agreement, or the LMIC Agreement, with OpenBiome, pursuant to which we granted OpenBiome a non-exclusive royalty-bearing license, with the right to grant sublicenses, under certain patents, patent applications, and know-how that are reasonably necessary or useful for the exploitation of products manufactured directly from stool from a stool donor source without the use of culturing or replication, or certain natural products. The license granted to OpenBiome excludes a license under our intellectual property to exploit a lyophilized natural product (such as CP101) where processed stool is lyophilized. The only consideration provided to us under the LMIC Agreement is in the form of future royalties on net sales of these products, which are not currently commercially viable. We are entitled to receive tiered royalties on net sales of certain products, ranging from mid-single digit to low second decile digits on a product-by-product and country-by-country basis. We did not recognize any revenue related to the LMIC Agreement for the three months ended March 31, 2022 and 2021, as there are currently no products available for sale.

Also on November 19, 2020, we entered into the OpenBiome Agreement. The OpenBiome Agreement effectively terminated certain existing agreements with OpenBiome and internalized certain functions for which we previously relied on OpenBiome. Pursuant to the OpenBiome Agreement, we acquired certain biological samples and obtained a license to certain OpenBiome technology, and, upon closing of the transaction, which occurred on March 1, 2021, we acquired certain additional assets, including biological samples, capital equipment and contracts. As of March 31, 2022, we have made payments of $5.0 million to OpenBiome related to the OpenBiome Agreement, which is the full amount agreed upon. We are also required to pay certain milestones up to $26.0 million upon the occurrence of certain research and development events, regulatory approvals, and commercial sales, and low single digit royalties on net sales of products on a product-by-product and country-by-country basis, as well as a mid single digit royalties on sublicensing revenue related to such products.

Operating Expenses

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 our product candidates. We expense research and development costs as incurred, which include:

- salaries, benefits and other related costs, including stock-based compensation expense, for personnel engaged in research and development functions;
- upfront, milestone and maintenance fees incurred under license, acquisition and other third-party agreements;
- costs of laboratory supplies and acquiring, developing and manufacturing study materials;

- facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs; and

- costs of outside consultants, including their fees and related travel expenses engaged in research and development functions.

Costs for external development activities are recognized based on an evaluation of the progress to completion of specific tasks using information provided to us by our vendors. 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 condensed consolidated financial statements as prepaid or accrued research and development expenses. Nonrefundable advance payments for goods or services to be received in the future for use in research and development activities are recorded as prepaid expenses and expensed as the related goods are delivered or the services are performed. We do not allocate certain employee-related costs, external costs directly related to our Human First Discovery platform, and other indirect costs to specific research and development programs because these costs are deployed across multiple product programs under development and, as such, are classified as costs of our platform research.

Research and development activities are central to our business model. We expect that our research and development expenses will continue to increase for the foreseeable future as we initiate and continue our planned clinical trials for our product candidates and continue to discover and develop additional product candidates. If any of our product candidates enter into later stages of clinical development, they will 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. There are numerous factors associated with the successful commercialization of any product candidates we may develop in the future, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. Additionally, future commercial and regulatory factors beyond our control will impact our clinical development program and plans.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation, for personnel in our executive, finance, corporate and business development and administrative functions. General and administrative expenses also include professional fees for legal, patent, accounting, auditing, tax and consulting services, travel expenses and facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of 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 headcount to support our continued research and development and potential commercialization of our product candidates and expand our corporate headquarters. We also expect to continue to incur increased expenses associated with being a public company, including costs of accounting, audit, legal, regulatory and tax compliance services, director and officer insurance costs, and investor and public relations costs.

Total Other Income (Expense), Net

Interest Income (Expense)

Interest income primarily consists of interest earned on our cash and cash equivalents. Our interest income has not been significant due to low interest earned on cash balances related to our money market account.

Results of Operations

Comparison of the Three Months Ended March 31, 2022 and 2021

The following table summarizes our results of operations for the three months ended March 31, 2022 and 2021 (in thousands):

	THREE MONTHS ENDED MARCH 31,	
	2022	2021
REVENUE:		
Collaboration revenue	$ 354	$ 3,553
Total revenue	354	3,553
OPERATING EXPENSES:		
Research and development	(15,530)	(12,975)
General and administrative	(9,404)	(4,552)
Total operating expenses	(24,934)	(17,527)
Net operating loss	(24,580)	(13,974)
OTHER INCOME (EXPENSE):		
Interest income (expense)	13	(1)
Other expense	—	(6)
Total other income (expense)	13	(7)
Net loss	$ (24,567)	$ (13,981)

Revenue

Revenue of $0.4 million and $3.6 million for the three months ended March 31, 2022 and 2021, respectively, primarily consisted of collaboration revenue earned under the Takeda Agreement. Our collaboration revenue decreased by $3.2 million in the three months ended March 31, 2022 compared to the three months ended March 31, 2021, primarily due to the November 2021 amendment to the Takeda Agreement, pursuant to which we transitioned primary responsibilities with respect to TAK-524 to Takeda in the third quarter of 2021, resulting in a decrease in collaboration revenue in the current quarter.

Research and Development Expenses

The following table summarizes our research and development expenses for the three months ended March 31, 2022 and 2021 (in thousands):

	THREE MONTHS ENDED MARCH 31,		
	2022	2021	Increase (Decrease)
CDI (CP101)	$ 3,530	$ 4,319	$ (789)
Inflammatory Bowel Diseases (IBD) (TAK-524 and FIN-525)	492	2,785	(2,293)
Autism Spectrum Disorder (ASD) (FIN-211)	1,866	1,459	407
Hepatitis B (HBV) (CP101)	298	576	(278)
Platform	8,144	3,510	4,634
Unallocated	1,200	326	874
	$ 15,530	$ 12,975	$ 2,555

Research and development expenses for the three months ended March 31, 2022 were $15.5 million, compared to $13.0 million for the three months ended March 31, 2021. The increase of $2.6 million for the three months ended March 31, 2022 included a $4.6 million increase in our platform-related costs, primarily driven by a $2.6 million increase in personnel costs, a $1.9 million increase in manufacturing related expenses, and a $0.2 million increase in donor related costs, partially offset by a $0.8 million decrease in external costs. With the closing of the OpenBiome Agreement in the first quarter of 2021, we enhanced our internal manufacturing and platform research capabilities, which drove an overall increase in platform related costs, as we continue to build our platform and prepare for the future development of commercial supply needs. Additionally, there was a $0.4 million increase in expenses related to the expansion and development of our ASD program driven by a $0.3 million increase in external costs and a $0.1 million increase in personnel costs.

This increase was offset by a $2.3 million decrease in IBD program expenses driven primarily by a decrease of $1.6 million in contract research costs and $0.6 in personnel costs due to the transition of primary responsibilities with respect to TAK-524 from Finch to Takeda in the third quarter of 2021. Additionally, there was a $0.8 million decrease in costs related to our CDI program, driven by a $1.1 million decrease in external costs, as we brought more of our development activities in-house upon execution of the OpenBiome Agreement, partially offset by a $0.3 million increase in personnel related costs. Additionally, we had a $0.3 million decrease in expenses in connection with our previously announced decision to pause our program in chronic hepatitis B virus, including a $0.2 million decrease in personnel costs and $0.1 million in external costs.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the three months ended March 31, 2022 and 2021 (in thousands):

	THREE MONTHS ENDED MARCH 31,		
	2022	**2021**	**Increase (Decrease)**
Personnel expenses (including stock-based compensation)	$ 3,658	$ 2,368	$ 1,290
Facilities and supplies	218	100	118
Professional fees	3,254	1,818	1,436
Other expenses	2,274	266	2,008
	$ 9,404	$ 4,552	$ 4,852

General and administrative expenses were $9.4 million for the three months ended March 31, 2022, compared to $4.6 million for the three months ended March 31, 2021. The increase of $4.9 million for the three months ended March 31, 2022 was primarily due to a $2.0 million increase in other expenses, $1.4 million increase in professional fees, and $1.3 million increase in personnel expenses. The increase in other expenses was primarily related to $1.0 million in business insurance, while the increase in professional fees was primarily related to $2.3 million increase in legal expenses, partially offset by a $0.6 million decrease in consulting expenses and a $0.3 million decrease in audit and tax services. The increase in personnel expenses is related to an increase in headcount as well as an increase in stock-based compensation expense.

Liquidity and Capital Resources

Sources of Liquidity

Since our inception, we have not recognized any product revenue and have incurred operating losses and negative cash flows from our operations. We have not yet commercialized any product and we do not expect to generate revenue from sales of any products for several years, if at all. We have funded our operations primarily through equity financings and from collaboration revenue. We have raised an aggregate of approximately $177.0 million from the sale of convertible preferred stock and $14.0 million in collaboration revenue from the upfront payment and milestone payments received under our collaboration agreement with Takeda. In March 2021, we completed our IPO whereby we sold an aggregate of 7,500,000 shares of our common stock. In April 2021, we sold an additional 192,877 shares of our common stock, pursuant to the underwriters' partial exercise of their overallotment option, at a public offering price of $17.00 per share, for aggregate gross proceeds of $3.3 million. In aggregate, we received approximately $118.8 million in net proceeds related to our IPO after deducting $9.2 million of underwriting discounts and commissions and $2.9 million of offering expenses.

Cash Flows

The following table summarizes our cash flows for the three months ended March 31, 2022 and 2021 (in thousands):

	THREE MONTHS ENDED MARCH 31,	
	2022	2021
Net cash used in operating activities	$ (25,646)	$ (15,214)
Net cash used in investing activities	(909)	(8,824)
Net cash provided by financing activities	5	117,367
Net (decrease) increase in cash and cash equivalents, and restricted cash	$ (26,550)	$ 93,329

Operating Activities

During the three months ended March 31, 2022, cash used in operating activities was $25.6 million. This cash outflow was primarily related to our net loss of $14.0 million in addition to a net decrease in our operating assets and liabilities of $4.8 million. The cash outflow included $2.1 million in stock-based compensation expense and $1.3 million in non-cash depreciation and amortization. The net decrease in our operating assets and liabilities of $4.8 million included a $7.0 million increase in prepaid expenses and other current assets and a $0.3 million decrease in operating lease liabilities. This was offset by a $1.1 million increase in accounts payable, a $0.7 million increase in accrued expenses and other current liabilities, a $0.4 million decrease in other non-current assets, and a $0.3 million decrease in accounts receivable.

During the three months ended March 31, 2021, cash used in operating activities was $15.2 million. This cash outflow was primarily related to our net loss of $14.0 million, a $2.2 million decrease in deferred revenue related to the Takeda Agreement, a $1.2 million increase in accounts receivable and a $0.9 million decrease in accrued expenses and other liabilities. This cash outflow was partially offset by a $2.3 million decrease in prepaid and other current assets. The cash outflow included $0.3 million in non-cash stock-based compensation expense and $0.4 million in non-cash depreciation and amortization expense for our fixed assets, including leasehold improvements.

Investing Activities

During the three months ended March 31, 2022 and 2021, we used $0.9 million and $8.8 million, respectively, of cash in investing activities. The $0.9 million used during the three months ended March 31, 2022 was due to purchases of property and equipment. The $8.8 million used during the three months ended March 31, 2021 was related to the purchase of property and equipment, including $3.8 million in purchases from a related party.

Financing Activities

During the three months ended March 31, 2022, net cash provided by financing activities of approximately $5,000 was due to proceeds from the exercise of company stock options offset by principal payments on finance lease obligations.

During the three months ended March 31, 2021 net cash provided by financing activities was $117.4 million, primarily related to $118.6 million of proceeds received from the IPO, net of underwriting discounts and commissions, partially offset by $1.3 million of payments of issuance costs related to the IPO.

Funding Requirements

As of March 31, 2022, our cash and cash equivalents were $106.9 million. We believe that our existing cash and cash equivalents, together with anticipated, non-dilutive sources of additional cash, will fund our operations into the second quarter of 2024. These anticipated sources of cash include $15.0 million of funding that has been drawn under the Loan Agreement, a $10.0 million tranche of funding that is available at our discretion under the Loan Agreement, expected near term milestones from the Takeda partnership, and the expected subletting of one of our office and lab facilities. We have based this estimate on assumptions that may prove to be wrong, and we could expend our capital resources sooner than we expect.

Since our inception, we have incurred significant operating losses. Our net losses were $24.6 million and $14.0 million for the three months ended March 31, 2022 and 2021, respectively. As of March 31, 2022, we had an accumulated deficit of $185.6 million. We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we advance the preclinical activities and clinical trials of our product candidates. We expect that our expenses will increase substantially if and as we:

- continue the research and development of our product candidates;
- initiate and conduct clinical trials for, or additional preclinical development of, our product candidates;
- further develop and refine the manufacturing process for our product candidates;
- change or add manufacturers or suppliers of product candidate materials;
- seek regulatory and marketing authorizations for any of our product candidates that successfully complete development;
- seek to identify and validate additional product candidates;
- acquire or license other product candidates, technologies or biological materials;
- make milestone, royalty or other payments under any current or future license agreements;
- obtain, maintain, protect and enforce our intellectual property portfolio;
- seek to attract and retain new and existing skilled personnel;
- incur lease expenses in connection with the expansion of our corporate headquarters;
- create additional infrastructure to support our operations and incur increased legal, accounting, investor relations and other expenses; and
- experience delays or encounter issues with any of the above.

Material Cash Requirements

During the three months ended March 31, 2022, there were no other material changes to our material cash requirements from those described under "Management's Discussion and Analysis of Financial Condition and Results of Operations" discussed in the 2021 10-K.

Critical Accounting Policies and Significant Judgments and Estimates

Our unaudited interim condensed consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States. The preparation of our unaudited interim condensed consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, costs and expenses, and the disclosure of contingent assets and liabilities in our condensed 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. However, even though we believe we have used reasonable estimates and assumptions in preparing our interim condensed consolidated financial statements, the future effects of the COVID-19

pandemic on our results of operations, cash flows, and financial position are unclear. Our actual results may differ from these estimates under different assumptions or conditions.

There have been no significant changes to our critical accounting policies from those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in the 2021 10-K.

Recently Issued Accounting Pronouncements

See Note 2 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q for a description of recent accounting pronouncements applicable to our financial statements.

Emerging Growth Company Status and Smaller Reporting Company Status

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. We elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. We expect to use the extended transition period for any other new or revised accounting standards during the period in which we remain an emerging growth company and, as a result, we will not adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We will remain an emerging growth company until December 31, 2026 or, if earlier, (i) the last day of our first fiscal year in which we have total annual gross revenues of at least $1.07 billion, (ii) the date on 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 $700.0 million as of the prior June 30th or (iii) the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of interest rate sensitivities.

Interest Rate Sensitivity

As of March 31, 2022 and December 31, 2021, we had cash and cash equivalents of $106.9 million and $133.5 million, respectively. Our exposure to interest rate sensitivity is impacted by changes in the underlying U.S. bank interest rates. Our surplus cash has been invested in money market fund accounts as well as interest-bearing savings accounts from time to time. We have not entered into investments for trading or speculative purposes. Due to the conservative nature of our investment portfolio, which is predicated on capital preservation of investments with short-term maturities, we do not believe an immediate one percentage point change in interest rates would have a material effect on the fair market value of our portfolio, and therefore, we do not expect our operating results or cash flows to be significantly affected by changes in market interest rates.

As of March 31, 2022 and December 31, 2021, we had no debt outstanding that is subject to interest rate variability. Therefore, we are not subject to interest rate risk related to debt.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our principal executive officer and our principal financial officer, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2022. Our disclosure controls and procedures are designed to ensure that information we are required to disclose in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and our principal financial officer, as appropriate to allow timely decisions regarding required disclosures, and is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Based on the evaluation of our disclosure controls and procedures as of March 31, 2022, our principal executive officer and principal financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting that occurred (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended March 31, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving the desired control objectives. Our management recognizes that any control system, no matter how well designed and operated, is based upon certain judgments and assumptions and cannot provide absolute assurance that its objectives will be met. Similarly, an evaluation of controls cannot provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

On December 1, 2021, Rebiotix Inc. and Ferring Pharmaceuticals Inc., or, collectively, Rebiotix, filed a complaint against us in the U.S. District Court for the District of Delaware. The complaint seeks a declaratory judgment of non-infringement and invalidity with respect to seven United States Patents owned by us: U.S. Patent Nos. 10,675,309, or the '309 patent; 10,463,702, or the '702 patent; 10,328,107, or the '107 patent; 10,064,899; 10,022,406; 9,962,413; and 9,308,226. On February 7, 2022, we filed an answer and counterclaims against Rebiotix for infringement of the '107, '702, and '309 patents. On March 7, 2022, we filed an amended answer and counterclaims, in which we, together with the Regents of the University of Minnesota, or UMN, alleged infringement by Rebiotix of three U.S. Patents owned by UMN and exclusively licensed to us: U.S. Patent Nos. 10,251,914, 10,286,011, and 10,286,012, or, collectively, the UMN Patents. On April 4, 2022, Rebiotix filed counterclaims for declaratory judgment of non-infringement and invalidity of the UMN Patents. On May 2, 2022, the Company and UMN responded, denying such counterclaims. The U.S. District Court for the District of Delaware set a trial date for a five-day trial beginning on May 20, 2024. The pending lawsuit is subject to inherent uncertainties, and the actual legal fees and costs will depend upon many unknown factors. The outcome of the pending lawsuit cannot be predicted with certainty.

We may also be a party to litigation and subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of these ordinary course matters will not have a material adverse effect on our business. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2021, which could materially affect our business, financial condition or future results. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

Other than as described below, there have been no material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the SEC on March 31, 2022.

We have a credit facility that requires us to comply with certain operating covenants and places restrictions on our operating and financial flexibility.

In May 2022, we entered into a Loan and Security Agreement, or the Loan Agreement, with Hercules Capital, Inc., or Hercules, as administrative agent and collateral agent. Pursuant to the Loan Agreement, we may borrow up to an aggregate of $55.0 million, which includes $15.0 million available immediately, $10.0 million available at any time after closing but prior to December 15, 2022, $10.0 million available at any time after closing but prior to September 30, 2023 and $20.0 million in a tranche that is subject to meeting certain performance milestones. The Loan Agreement is secured by substantially all of our personal property owned or later acquired, excluding intellectual property (but including the right to payments and proceeds from intellectual property), and a negative pledge on intellectual property.

The Loan Agreement also includes customary representations and warranties, affirmative and negative covenants and conditions to drawdowns, as well as customary events of default. Certain of the customary negative covenants limit our ability, among other things, to incur future debt, grant liens, make investments, make acquisitions, distribute dividends, make certain restricted payments and sell assets, subject in each case to certain exceptions. Our failure to comply with these covenants would result in an event of default under the Loan Agreement and could result in the acceleration of any obligations we owe pursuant to the Loan Agreement.
Any additional indebtedness we may assume under the Loan Agreement, combined with our other financial obligations and contractual commitments, could have significant adverse consequences on the operation of our business, including:

- requiring us to dedicate a portion of our cash resources to the payment of interest and principal, reducing money available to fund working capital, capital expenditures, product candidate development and other general corporate purposes;
- subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete;
- placing us at a competitive disadvantage compared to our competitors that have less debt or better debt servicing options; and
- increasing our vulnerability to adverse changes in general economic, industry and market conditions

Any of the above events could significantly harm our business, prospects, financial condition and results of operations and cause the price of our common stock to decline.

We may not have cash available to us in an amount sufficient to enable us to make interest or principal payments on our indebtedness when due. If we do not make scheduled payments when due, or otherwise experience an event of default under the Loan Agreement, Hercules could accelerate our total loan obligation or enforce its security interest against us.

Failure to satisfy our current and future debt obligations under the Loan Agreement could result in an event of default. In addition, other events, including certain events that are not entirely in our control, such as the occurrence of a material adverse event on our business, could cause an event of default to occur. As a result of the occurrence of an event of default, Hercules could accelerate all of the amounts due under the Loan Agreement. In the event of such an acceleration, we may not have sufficient funds or may be unable to arrange for additional financing to repay our indebtedness. In addition, all obligations under the Loan Agreement are secured by substantially all of our property, excluding our intellectual property (but including proceeds from our intellectual property). Hercules could seek to enforce its security interests in the assets securing such indebtedness. If we are unable to pay amounts due to Hercules upon acceleration of the Loan Agreement or if Hercules enforces its security interest against our assets securing our indebtedness to Hercules, our ability to continue to operate our business may be jeopardized.

We will require substantial additional funding to finance our operations. If we are unable to raise capital when needed, we could be forced to delay, reduce or terminate certain of our product development programs or other operations.

To date, we have primarily funded our operations through our initial public offering, private placements of equity securities, upfront and milestone payments received pursuant to our collaboration agreement with Takeda Pharmaceutical Company Limited, or Takeda, and the Loan Agreement. We expect to spend substantial amounts to advance our product candidates into clinical development and to complete the clinical development of, seek regulatory approvals for and, if approved, commercialize, our product candidates. We will require additional capital, which we may raise through equity offerings, debt financings, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements or other sources to enable us to complete the development and potential commercialization of our product candidates. Adequate additional financing may not be available to us on acceptable terms, or at all. Our ability to raise capital is dependent on a number of factors, including the market demand for our common stock, which is uncertain. Our failure to raise capital as and when needed would have a negative effect on our financial condition and our ability to pursue our business strategy. In addition, attempting to secure additional financing may divert the time and attention of our management from day-to-day activities and harm our product candidate development efforts. If we are unable to raise capital when needed or on acceptable terms, we would be forced to delay, reduce or eliminate certain of our research and development programs.

As of March 31, 2022, our cash and cash equivalents were $106.9 million. We believe that our existing cash and cash equivalents, together with anticipated, non-dilutive sources of additional cash, will fund our operations into the second quarter of 2024. These anticipated sources of cash include $15.0 million of funding that has been drawn under the Loan Agreement, a $10.0 million tranche of funding that is available at our discretion under the Loan Agreement, expected near term milestones from the Takeda partnership, and the expected subletting of one of our office and lab facilities. We have based this estimate on assumptions that may prove to be wrong, and we can provide no assurances that we will receive these additional sources of cash. For example, we may not receive the additional milestone payments under our Takeda partnership, particularly due to the fact that such achievements are entirely within Takeda's control, or we may not be able to reach an agreement to sublet our office and lab facilities on acceptable terms, if at all. In addition, we could exhaust our available capital resources sooner than we expect.

We will need to obtain substantial additional funding in connection with our continuing operations and planned activities. Our future capital requirements and resources, and the amount of time it takes to exhaust our available resources, will depend on many factors, including:

- the timing, costs, progress and results of our ongoing and planned clinical trials of CP101, FIN-211 and other product candidates, including our ability to address findings from our quality investigation related to the recently resolved clinical hold on our IND for CP101, complete related manufacturing activities with respect to both CP101 and FIN-211, including with respect to SARS-CoV-2 donor screening methods, and provide additional information to, and gain alignment with, the FDA regarding our PRISM4 protocol and the validation package for one of our release tests, which is utilized for both CP101 and FIN-211;
- the progress of preclinical development and possible clinical trials of our current earlier-stage programs, including the FDA's acceptance of our proposed trial design for our Phase 1b trial of FIN-211 in ASD, which includes a modified dosing regimen;
- the scope, progress, results and costs of our research programs and preclinical development of other product candidates that we may pursue;
- the development requirements of other product candidates that we may pursue;
- any possible delays or interruptions with our clinical trials, our receipt of services from our third-party service providers on whom we rely, our supply chain or other regulatory challenges, including those due to the COVID-19 pandemic or to other unforeseen global events;
- our headcount growth and associated costs as we conduct our research and development and establish a commercial infrastructure;
- the timing and amount of milestone and royalty payments that we are required to make or eligible to receive under our current or future licensing and collaboration agreements, including near-term milestones from the Takeda partnership;
- the cost of establishing a sales, marketing and distribution infrastructure to commercialize any product candidates for which we may obtain marketing approval;
- the outcome, timing and cost of meeting regulatory requirements established by the U.S. Food and Drug Administration, or the FDA, and any comparable foreign regulatory authority, including results of our planned discussions with the FDA regarding the nature and size of the CP101 safety database;

- the costs and timing of future commercialization activities, including product manufacturing and related quality systems implementation, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;
- the costs associated with operating our commercial scale manufacturing facility and the income received from the expected subletting of one of our office and lab facilities;
- the cost of expanding, maintaining and enforcing our intellectual property portfolio, including filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of potential stockholder litigation or regulatory investigations, which may involve past or future significant announcements, transactions or disclosures since our IPO; for example, several class action plaintiff law firms have issued press releases announcing that the firms are investigating securities law claims on behalf of our stockholders following our March 1, 2022 announcement that enrollment in PRISM4 was paused following receipt of the clinical hold letter on February 24, 2022;
- the cost of potential intellectual property disputes, including patent infringement actions brought by third parties against us or any of our product candidates, such as the complaint filed by Rebiotix Inc. and Ferring Pharmaceuticals Inc., seeking a declaratory judgment of non-infringement and invalidity with respect to seven U.S. patents owned by us;
- the effect of competing technological and market developments;
- the cost and timing of completion of commercial-scale manufacturing capabilities for future product candidates;
- the extent to which we partner our programs, acquire or in-license other product candidates and technologies or enter into additional strategic collaborations;
- the revenue, if any, received from commercial sales of CP101, FIN-211, and any future product candidates for which we receive marketing approval;
- the cost of equipment and physical infrastructure to support our research and development
- the costs of operating as a public company, including costs associated with compliance, disclosure and insurance; and
- our ability to raise capital, which is dependent on a number of factors, some of which are beyond our control.

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 regulatory approval and achieve product sales. In addition, CP101, FIN-211 and any future product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for several 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. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or altogether terminate our research and development programs or future commercialization efforts.

Item 5. Other Information

Hercules Loan Agreement

On May 11, 2022, or the Closing Date, the Company and each of its subsidiaries, or the Subsidiaries, and, collectively with the Company, referred to as the Borrower, entered into a loan and security agreement, or the Loan Agreement, with Hercules Capital, Inc., as administrative agent and collateral agent, or Hercules, which provides for aggregate maximum borrowings of up to $55.0 million, referred to as the Term Loan.

Pursuant to the Loan Agreement, the Term Loan is available to the Company in two tranches, subject to certain terms and conditions. Under the terms of the Loan Agreement, the Borrower borrowed an initial amount of $15.0 million under the first tranche of the Term Loan, with an additional $10.0 million available for borrowing under the first tranche of the Term Loan after the Closing Date but prior to December 15, 2022, and a further $10.0 million available for borrowing under the first tranche of the Term Loan after the Closing Date but prior to September 30, 2023. The second tranche of the Term Loan, consisting of up to an additional $20.0 million, will become available to the Borrower after the Closing Date but prior to June 30, 2024, subject to the satisfaction of the following conditions: (i) no event of default having occurred under the Loan Agreement and (ii) the Borrower's announcement that its Phase 3 PRISM4 clinical trial of CP101 in patients with CDI has met its primary efficacy endpoint with statistical significance and demonstrated an acceptable safety profile, which together support the filing of a Biologics License Application as the next immediate step in development, which is referred to as the Performance Milestone. The Term Loan bears interest at a variable annual rate equal to the greater of (i)(a) 4.05% plus (b) the Prime Rate (as reported in the Wall Street Journal) and (ii) 7.55%.

Borrowings under the Loan Agreement are repayable in monthly interest-only payments through December 1, 2024, or December 1, 2025 if the Performance Milestone has been achieved prior to December 1, 2024. After the interest-only payment period, borrowings under the Loan Agreement are repayable in equal monthly payments of principal and accrued interest until November 1, 2026, or the Maturity Date. At the Company's option, the Company may prepay all, but not less than all, of the outstanding borrowings, subject to a prepayment premium equal to (i) 3.0% of the principal amount outstanding if the prepayment occurs during the twelve months following the Closing Date, (ii) 2.0% of the principal amount outstanding if the prepayment occurs after 12 months following the Closing Date but on or prior to 24 months following the Closing Date, and (iii) 1.0% of the principal amount outstanding if the prepayment occurs after 24 months following the Closing Date but on or prior to 36 months following the Closing Date. In addition, the Company paid a $262,500 facility charge upon closing and will pay a facility charge in connection with a draw under the second tranche of the Term Loan equal to 0.75% of the amount drawn. The Loan Agreement also provides for a final payment, payable upon maturity or the repayment of the obligations in full or in part (on a pro rata basis), equal to 5.50% of the aggregate principal amount of Term Loans advanced to the Borrower and repaid on such date.

Borrowings under the Loan Agreement are collateralized by substantially all of the Borrower's personal property and other assets, other than its intellectual property. The Loan Agreement includes a minimum cash covenant of $12.5 million that applies commencing on the date the principal amount borrowed under the Term Loan exceeds $25.0 million, subject to waiver upon satisfaction of certain conditions as set forth in the Loan Agreement. In addition, the Loan Agreement includes customary affirmative and restrictive covenants and representations and warranties, including a covenant against the occurrence of a "change in control," financial reporting obligations, and certain limitations on indebtedness, liens (including a negative pledge on intellectual property and other assets), investments, distributions (including dividends), collateral, investments, distributions, transfers, mergers or acquisitions, taxes, corporate changes, and deposit accounts. The Loan Agreement also includes customary events of default, including payment defaults, breaches of covenants following any applicable cure period, the occurrence of certain events that could reasonably be expected to have a "material adverse effect" as set forth in the Loan Agreement, cross acceleration to third-party indebtedness and certain events relating to bankruptcy or insolvency. Upon the occurrence of an event of default, Hercules may declare all outstanding obligations immediately due and payable and take such other actions as set forth in the Loan Agreement.

The foregoing description of the Loan Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the Loan Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 6. Exhibits

Exhibit Number	Description	Incorporated by Reference Schedule Form	File Number	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation of Finch Therapeutics Group, Inc.	8-K	001-40227	3.1	March 23, 2021
3.2	Amended and Restated Bylaws of Finch Therapeutics Group, Inc.	8-K	001-40227	3.2	March 23, 2021
10.1*#†	Loan and Security Agreement, dated May 11, 2022, by and among Finch Therapeutics Group, Inc. and each of its Subsidiaries, the several banks and other financial institutions or entities from time to time parties thereto, and Hercules Capital, Inc.				
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1+	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS*	Inline XBRL Instance Document				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)				

* Filed herewith.
+ This certification is being furnished solely to accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof, regardless of any general incorporation language in such filing.
# Certain portions of this exhibit (indicated by asterisks) have been omitted because they are not material and would likely cause competitive harm to Finch Therapeutics Group, Inc. if publicly disclosed.

† Certain schedules and exhibits to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

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 thereunto duly authorized.

	FINCH THERAPEUTICS GROUP, INC.
Date: May 16, 2022	By: /s/ Mark Smith Mark Smith, Ph.D. Chief Executive Officer (Principal Executive Officer)
Date: May 16, 2022	By: /s/ Marc Blaustein Marc Blaustein Chief Operating Officer (Principal Financial Officer and Principal Accounting Officer)

EXHIBIT 10.1

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED.

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT is made and dated as of May 11, 2022 and is entered into by and among FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (collectively, referred to as the "Lenders") and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, the "Agent").

RECITALS

A. Borrower has requested the Lenders make available to Borrower up to two tranches of term loans in an aggregate principal amount of up to Fifty-Five Million Dollars ($55,000,000) (the "Term Loans"); and

B. The Lenders are willing to make the Term Loans on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Borrower, Agent and the Lenders agree as follows:

SECTION 1. <u>DEFINITIONS AND RULES OF CONSTRUCTION</u>

1.1 Unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Account Control Agreement(s)" means any agreement entered into by and among the Agent, Borrower and a third-party bank or other institution (including a Securities Intermediary) in which Borrower maintains a Deposit Account or an account holding Investment Property and which perfects Agent's first priority security interest in the subject account or accounts.

"ACH Authorization" means the ACH Debit Authorization Agreement in substantially the form of Exhibit H, which account numbers shall be redacted for security purposes if and when filed publicly by the Borrower.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business, line of business or division or other unit of operation of a Person, (b) the acquisition of fifty percent (50%) or more of the Equity Interests of any Person, whether or not involving a merger, consolidation or similar transaction with such other Person, or otherwise causing any Person to become a Subsidiary of Borrower, or (c) the acquisition of, or the right to use, develop or sell (in each case, including through licensing), any product, product line or Intellectual Property of or from any other Person.

"Advance(s)" means a Term Loan Advance.

"Advance Date" means the funding date of any Advance.

"Advance Request" means a request for an Advance submitted by Borrower to Agent in substantially the form of Exhibit A, which account numbers shall be redacted for security purposes if and when filed publicly by the Borrower.

"Affiliate" means (a) any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question, (b) any Person directly or indirectly owning, controlling or holding with power to vote ten percent (10%) or more of the outstanding voting securities of another Person, (c) any Person ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held by another Person with power to vote such securities, or (d) any Person related by blood or marriage to any Person described in subsection (a), (b) or (c) of this paragraph. As used in the definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Loan and Security Agreement, as amended from time to time.

"Amortization Date" means December 1, 2024; provided however, if Performance Milestone has been achieved prior to December 1, 2024, then December 1, 2025.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption, including without limitation the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 and other similar legislation in any other jurisdictions.

"Anti-Terrorism Laws" means any laws, rules, regulations or orders relating to terrorism or money laundering, including without limitation Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"BLA" means an application for licensure of a biological product submitted to the FDA under 42 U.S.C. Section 262 and C.F.R. Section 601.2 for permission to introduce, or deliver for introduction, a biologic product into interstate commerce.

"Blocked Person" means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) a Person that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list.

"Borrower Products" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold or that are under preclinical or clinical investigation or development by Borrower or which Borrower intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by Borrower since its incorporation or formation.

"Borrower's Books" means Borrower's or any of its Subsidiaries' books and records including ledgers, federal, state, local and foreign tax returns, records regarding Borrower's or its Subsidiaries' assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"Business Day" means any day other than Saturday, Sunday and any other day on which banking institutions in the State of California are closed for business.

"Cash" means all cash, cash equivalents and liquid funds.

"CFC" means a "controlled foreign corporation" as defined in Section 957 of the Code.

"Change in Control" means any (a) reorganization, recapitalization, consolidation or merger (or similar transaction or series of related transactions) of Borrower, sale or exchange of outstanding shares (or similar transaction or series of related transactions) of Borrower in which the holders of Borrower's outstanding shares immediately before consummation of such transaction or series of related transactions do not, immediately after consummation of such transaction or series of related transactions, retain shares representing more than fifty percent (50%) of the voting power of the surviving entity of such transaction or series of related transactions (or the parent of such surviving entity if such surviving entity is wholly owned by such parent), in each case without regard to whether Borrower is the surviving entity or (b) the occurrence of any "change of control" , "fundamental change" or any comparable term under and as defined in any indenture governing any Permitted Convertible Debt has occurred.

For the avoidance of doubt, an underwriter, initial purchaser, investor or holder of any Permitted Convertible Debt or Permitted Warrant Transaction, in each case, shall be deemed to not directly or indirectly own the Equity Interests of Borrower underlying such transactions unless and until such Permitted Convertible Debt or Permitted Warrant Transaction have been converted pursuant to the terms thereof.

"Closing Date" means the date of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means the Common Stock, $0.0001 par value per share, of the Borrower.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any Indebtedness, lease, dividend, letter of credit or other obligation of another, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration, now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest.

"Copyrights" means all copyrights, whether registered or unregistered, held pursuant to the laws of the United States of America, any State thereof, or of any other country.

"Deposit Accounts" means any "deposit accounts," as such term is defined in the UCC, and includes any checking account, savings account, or certificate of deposit.

"Domestic Subsidiary" means any Subsidiary organized under the laws of the United States of America, any State thereof, the District of Columbia, or any other jurisdiction within the United States of America.

"Due Diligence Fee" means Forty Thousand Dollars ($40,000) , which fee has been paid to the Lenders prior to the Closing Date, and shall be deemed fully earned on such date regardless of the early termination of this Agreement.

"Equity Interests" means, with respect to any Person, the capital stock, partnership or limited liability company interest, or other equity securities or equity ownership interests of such Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Excluded Accounts" means (i) any Deposit Account that is used solely as a payroll account for the employees of Borrower or any of its Subsidiaries or the funds in which consist solely of funds held in trust for any director, officer or employee of such Borrower or Subsidiary or any employee benefit plan maintained by such Borrower or Subsidiary or funds representing deferred compensation for the directors and employees of such Borrower or Subsidiary required to be made in the next payroll period, and (ii) escrow accounts, Deposit Accounts and trust accounts, in each case used exclusively to maintain cash collateral pursuant to Section 7.5 and the definition of Permitted Liens.

"FDA" means the U.S. Food and Drug Administration or any successor thereto or any other comparable governmental authority.

"FDA Good Manufacturing Practices" means the applicable requirements and standards set forth in the Food, Drug, and Cosmetic Act and its implementing regulations (for example, for pharmaceuticals being used in Phase 2 or 3 studies, and commercial pharmaceuticals, 21 C.F.R. Parts 210 and 211) and relevant FDA guidance documents (for example, for pharmaceuticals in Phase 1, FDA guidance entitled "CGMP for Phase 1 Investigational Drugs").

"FDA Laws" means all applicable statutes, rules, regulations, standards, guidelines, policies and orders and Requirements of Law administered, implemented, enforced or issued by FDA or any comparable governmental authority.

"Federal Health Care Program Laws" means collectively, federal Medicare or federal or state Medicaid statutes, Sections 1128, 1128A, 1128B, 1128C or 1877 of the Social Security Act (42 U.S.C. §§ 1320a-7, 1320a-7a, 1320a-7b, 1320a-7c, 1320a-7h and 1395nn), the federal TRICARE statute (10 U.S.C. § 1071 et seq.), the civil False Claims Act of 1863 (31 U.S.C. § 3729 et seq.), criminal false claims statutes (e.g., 18 U.S.C. §§ 287 and 1001), the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801 et seq.), HIPAA, or related regulations or other Requirements of Law that directly or indirectly govern the health care industry, programs of governmental authorities related to healthcare, health care professionals or other health care participants, or relationships among health care providers, suppliers, distributors, manufacturers and patients, and the pricing, sale and reimbursement of health care items or services including the collection and reporting requirements, and the processing of any applicable rebate, chargeback or adjustment, under applicable rules and regulations relating to the Medicaid Drug Rebate Program (42 U.S.C. § 1396r-8) and any state supplemental rebate program, Medicare average sales price reporting (42 U.S.C. § 1395w-3a), the Public Health Service Act (42 U.S.C. § 256b), the VA Federal Supply Schedule (38 U.S.C. § 8126) or under any state pharmaceutical assistance program or U.S. Department of Veterans Affairs agreement, and any successor government programs.

"Foreign Subsidiary" means any Subsidiary other than a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means any Subsidiary that owns no material assets (whether held directly or indirectly) other than Equity Interests (including any debt instrument treated as equity for U.S. federal income tax purposes) or Equity Interests and debt of one or more Foreign Subsidiaries that are CFCs and engages in no material activities other than the ownership of such Equity Interests or Equity Interests and debt.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of property or services (excluding trade credit entered into in the ordinary course of business due within ninety (90) days), including reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, (d) equity securities of any Person subject to repurchase or redemption other than at the sole option of such Person, (e) "earnouts", purchase price adjustments, profit sharing arrangements, deferred purchase money amounts and similar payment obligations or continuing obligations of any nature arising out of purchase and sale contracts, (f) obligations arising under bonus, deferred compensation, incentive compensation or similar arrangements (other than those arising in the ordinary course of business), (g) non-contingent obligations to reimburse any bank or Person in respect of amounts paid under a letter of credit, banker's acceptance or similar instrument, and (h) all Contingent Obligations. For the avoidance of doubt, milestone payments, royalty payments, and similar payments under any license agreements permitted under this Agreement shall not constitute "Indebtedness".

"Initial Facility Charge" means Two Hundred Sixty-Two Thousand Five Hundred Dollars ($262,500), which is payable to the Lenders in accordance with Section 4.1(f).

"Intellectual Property" means all of Borrower's Copyrights; Trademarks; Patents; Licenses; trade secrets and inventions; mask works; Borrower's applications therefor and reissues, extensions, or renewals thereof; and Borrower's goodwill associated with any of the foregoing, together with Borrower's rights to sue for past, present and future infringement of Intellectual Property and the goodwill associated therewith.

"Intercompany IP Rights Agreement" means that certain Second Amended and Restated Intercompany Rights Agreement, dated as of February 4, 2022, Finch Therapeutics Group, Inc., Finch Therapeutics, Inc., Finch Therapeutics Holdings LLC, and Finch Research and Development LLC, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, but only to the extent such amendment, supplement or other modification could not reasonably be expected to be adverse to Agent or any Lender.

"Investment" means (a) any beneficial ownership (including stock, partnership, limited liability company interests, or other securities) of or in any Person, (b) any loan, advance or capital contribution to any Person, (c) any Acquisition or (d) other transfers on behalf of or in connection with any equity ownership or similar transfers.

"IRS" means the United States Internal Revenue Service.

"Joinder Agreements" means for each Subsidiary, a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit F.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest.

"Loan" means the Advances made under this Agreement.

"Loan Documents" means this Agreement, the promissory notes (if any), the ACH Authorization, the Account Control Agreements, the Joinder Agreements, all UCC Financing Statements, the Pledge Agreement, and any other documents executed in connection with the Secured Obligations, or the transactions contemplated hereby, as the same may from time to time be amended, modified, supplemented or restated.

"Loan Parties" means, collectively, the Borrower, each pledgor or guarantor of the Loan and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and each of their successors and assigns, and the term "Loan Party" means any one of them or all of them individually, as the context may require.

"Market Capitalization" means, as of any date of determination, the product of (a) the number of outstanding shares of Common Stock publicly disclosed in the most recent filing of Borrower with the United States Securities Exchange Commission as outstanding as of such date of determination and (b) the closing price of Borrower's Common Stock (as quoted on Bloomberg L.P.'s page or any successor page thereto of Bloomberg L.P. or if such page is not available, any other commercially available source).

"Material Adverse Effect" means a material adverse effect upon: (i) the business, operations, properties, assets or financial condition of Borrower and its Subsidiaries taken as a whole; or (ii) the ability of Borrower to perform or pay the Secured Obligations in accordance with the terms of the Loan Documents, or the ability of Agent or the Lenders to enforce any of its rights or remedies with respect to the Secured Obligations; or (iii) the Collateral or Agent's Liens on the Collateral or the priority of such Liens.

"Material Agreement" means (a) the Takeda Agreement, and (b) any license, agreement or other contractual arrangement whereby Borrower or any of its Subsidiaries is required to transfer, either in-kind or in cash, prior to the Term Loan Maturity Date, assets or property valued (book or market) at more than One Million Dollars ($1,000,000.00) in the aggregate.

"Material Regulatory Liabilities" means (a)(i) any material liabilities arising from the violation of Public Health Laws, Federal Health Care Program Laws, and other applicable comparable Requirements of Law, or from any non-routing terms, conditions of or requirements imposed relative to any Registrations (including costs of actions required under applicable Requirements of Law, including FDA Laws and Federal Health Care Program Laws, or necessary to remedy any violation of any terms or conditions applicable to any Registrations), including, but not limited to, withdrawal of approval, recall, revocation, suspension, import detention and seizure of any Borrower Product, and (ii) any loss of recurring annual revenues as a result of any loss, suspension or limitation of any Registrations, which, in the case of the foregoing clauses (i) and (ii), exceed One Million Dollars ($1,000,000) individually or in the aggregate, or (b) any Material Adverse Effect.

"Maximum Term Loan Amount" means Fifty-Five Million Dollars ($55,000,000).

"Non-Core Intellectual Property" means any Intellectual Property not material to Borrower's business upon prior consultation with Agent. For the avoidance of doubt, "Non-Core Intellectual Property" shall not include Intellectual Property in respect of CP101, FIN-211, TAK-524, and FIN-525.

"Non-Disclosure Agreement" means that certain Mutual Confidentiality Agreement by and between Agent and Borrower dated as of December 28, 2020.

"OFAC" means the U.S. Department of Treasury Office of Foreign Assets Control.

"OFAC Lists" means, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

"Patent License" means any written agreement granting any right with respect to any invention claimed by a Patent that is in existence or a Patent application that is pending, in which agreement Borrower now holds or hereafter acquires any interest.

"Patents" means all letters patent of, or rights corresponding thereto, in the United States of America or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States of America or any other country.

"Perfection Certificate" means a completed certificate entitled "Perfection Certificate" delivered by Borrower to Agent and the Lenders, signed by Borrower.

"Permitted Bond Hedge Transaction" means any call or capped call option (or substantively equivalent derivative transaction) relating to the Common Stock (or other securities or property following a merger event or other change of the Common Stock) purchased by Borrower in connection with the issuance of any Permitted Convertible Debt and as may be amended in accordance with its terms; *provided* that, the net purchase price of any such call option transaction, less the amount received by Borrower in respect of any Permitted Warrant Transaction in connection with such issuance of Permitted Convertible Debt, shall not exceed the net proceeds received by Borrower from such issuance of Permitted Convertible Debt.

"Permitted Convertible Debt" means Indebtedness of the Borrower that is convertible or exchangeable into a fixed number (subject to customary anti-dilution adjustments, "make-whole" increases and other customary changes thereto) of shares of Common Stock (or other securities or property following a merger event or other change of the Common Stock), cash or any combination thereof (with the amount of such cash or such combination determined by reference to the market price of such Common Stock or such other securities); *provided* that such Indebtedness shall (a) not require any scheduled amortization or otherwise require payment of principal prior to, or have a scheduled maturity date, earlier than, one hundred eighty (180) days after the Term Loan Maturity Date (it being understood that neither (x) any offer to purchase such Indebtedness as a result of "change of control", "fundamental change" or any comparable term under and as defined in any indenture governing any Permitted Convertible Debt, nor (y) any early conversion of such Indebtedness in accordance with the terms, in each case, shall violate the restriction of this clause (a)), (b) be unsecured, (c) not be guaranteed by any Subsidiary of Borrower, and (d) be on terms and conditions customary for Indebtedness of such type, as determined in good faith by the board of directors of the Borrower or a committee thereof.

"Permitted Equity Derivative Transaction" means any Permitted Bond Hedge Transaction or Permitted Warrant Transaction.

"Performance Milestone" means satisfaction of each of the following events: (a) no Event of Default shall have occurred; and (b) Borrower has announced that the Phase 3 PRISM4 clinical trial of CP101 in patients with CDI (NCT05153499) has met its primary efficacy endpoint (CDI recurrence through week 8) with statistical significance and demonstrated an acceptable safety profile, which together support the filing of a BLA as the next immediate step in development, subject to verification by Agent (including supporting documentation reasonably requested by Agent).

"Permitted Indebtedness" means:

(i)Indebtedness of Borrower in favor of the Lenders or Agent arising under this Agreement or any other Loan Document;

(ii)Indebtedness existing on the Closing Date which is disclosed in Schedule 1A;

(iii)Indebtedness of up to One Million Dollars ($1,000,000) outstanding at any time secured by a Lien described in clause (vii) of the defined term "Permitted Liens," provided such Indebtedness does not exceed the cost of the Equipment financed with such Indebtedness;

(iv)Indebtedness to trade creditors incurred in the ordinary course of business, including such Indebtedness incurred in the ordinary course of business with corporate credit cards in an amount not to exceed Five Hundred Thousand Dollars ($500,000) at any time outstanding;

(v)Indebtedness that also constitutes a Permitted Investment;

(vi)Subordinated Indebtedness;

(vii)reimbursement obligations in connection with letters of credit that are secured by Cash and issued on behalf of the Borrower or a Subsidiary thereof in an amount not to exceed One Hundred Thousand Dollars ($100,000) at any time outstanding;

(viii)other unsecured Indebtedness in an amount not to exceed One Million Dollars ($1,000,000) at any time outstanding;

(ix)intercompany Indebtedness as long as either (A) each of the Subsidiary obligor and the Subsidiary obligee under such Indebtedness is a Subsidiary that has executed a Joinder

Agreement or (B) such indebtedness constituted a Permitted Investment pursuant to clause (x) of the definition of "Permitted Investments";

(x)(A) Permitted Convertible Debt in an aggregate principal amount not to exceed Two Hundred Million Dollars ($200,000,000) at any time outstanding and (B) Indebtedness under any Permitted Equity Derivative Transaction;

(xi)insurance premium financing;

(xii)surety and appeal bonds, performance bonds, customs bonds and other obligations of a like nature incurred in the ordinary course of business and in an amount not to exceed One Million Dollars ($1,000,000) at any time outstanding;

(xiii)deferred legal fees and related legal expenses in connection with the Rebiotix Litigation; and

(xiv)extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose materially more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"Permitted Investment" means:

(i)Investments existing on the Closing Date which are disclosed in Schedule 1B;

(ii)(a) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one year from the date of acquisition thereof currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Services, (b) commercial paper maturing no more than one year from the date of creation thereof and currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (c) certificates of deposit issued by any bank with assets of at least Five Hundred Million Dollars ($500,000,000) maturing no more than one year from the date of investment therein, (d) money market accounts and (e) Investments described in Borrower's investment policy, dated as of March 18, 2021, and delivered to the Agent prior to the Closing Date (as it may be amended or otherwise modified from time to time so long as the Agent consents in writing to such investment policy);

(iii)repurchases of stock from former employees, directors, or consultants of Borrower under the terms of applicable repurchase agreements at the original issuance price of such securities in an aggregate amount not to exceed One Hundred Thousand Dollars ($100,000) in any fiscal year, provided that no Event of Default has occurred, is continuing or could exist after giving effect to the repurchases;

(iv)Investments accepted in connection with Permitted Transfers;

(v)Investments (including debt obligations) (a) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent or doubtful obligations of, and other disputes with, customers or suppliers arising in the ordinary course of Borrower's business and (b) consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business;

(vi)Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business, provided that this subparagraph (vi) shall not apply to Investments of Borrower in any Subsidiary;

(vii)Investments consisting of loans not involving the net transfer on a substantially contemporaneous basis of cash proceeds to employees, officers or directors relating to the purchase of capital stock of Borrower pursuant to employee stock purchase plans or other similar agreements approved by Borrower's Board of Directors;

(viii)Investments consisting of travel advances in the ordinary course of business;

(ix)Investments in newly-formed Subsidiaries, provided that each such Subsidiary enters into a Joinder Agreement promptly after its formation by Borrower and execute such other documents as shall be reasonably requested by Agent;

(x)Investments in Foreign Subsidiaries in an amount not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate or that are otherwise approved in advance in writing by Agent;

(xi)Borrower's entry into (including payments of premiums in connection therewith), and the performance of obligations under, any Permitted Bond Hedge Transactions and Permitted Warrant Transactions in accordance with their terms;

(xii)[***];

(xiii)joint ventures or strategic alliances in the ordinary course of Borrower's business consisting of the nonexclusive licensing of technology, the development of technology or the providing of technical support, provided that any cash Investments by Borrower do not exceed Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate in any fiscal year;

(xiv)Investments pursuant to any Permitted Bond Hedge Transactions; and

(xv)additional Investments that do not exceed One Million Dollars ($1,000,000) in the aggregate in any fiscal year.

"Permitted Liens" means:

(i)Liens in favor of Agent or the Lenders;

(ii)Liens existing on the Closing Date which are disclosed in Schedule 1C;

(iii)Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings diligently conducted; provided, that Borrower maintains adequate reserves therefor on Borrower's Books in accordance with GAAP (to the extent required thereby);

(iv)Liens securing claims or demands of materialmen, artisans, mechanics, carriers, warehousemen, landlords and other like Persons arising in the ordinary course of Borrower's business and imposed without action of such parties; provided, that the payment thereof is not yet past due;

(v)Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default hereunder;

(vi)deposits to secure the performance of obligations (including by way of deposits to secure letters of credit issued to secure the same, to the extent constituting Permitted Indebtedness) and the following deposits, to the extent made in the ordinary course of business: deposits under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than Liens arising under ERISA or environmental Liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds;

(vii)Liens on Equipment, software, intellectual property or other assets and the proceeds thereof constituting purchase money Liens and Liens in connection with capital leases securing Indebtedness permitted in clause (iii) of "Permitted Indebtedness";

(viii)Liens incurred in connection with Subordinated Indebtedness;

(ix)leasehold interests in leases or subleases and licenses granted in the ordinary course of business and not interfering in any material respect with the business of the licensor, including licenses permitted under the definition of "Permitted Transfers";

(x)Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties that are promptly paid on or before the date they become due;

(xi)Liens on insurance proceeds securing the payment of financed insurance premiums that are promptly paid on or before the date they become due (provided that such Liens extend only to such insurance proceeds and not to any other property or assets);

(xii)statutory and common law rights of set-off and other similar rights as to deposits of cash and securities in favor of banks, other depository institutions and brokerage firms;

(xiii)easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business so long as they do not materially impair the value or marketability of the related property;

(xiv)(A) Liens on Cash securing obligations permitted under clause (vii) of the definition of Permitted Indebtedness and (B) security deposits in connection with real property leases, the combination of (A) and (B) in an aggregate amount not to exceed Five Hundred Thousand Dollars ($500,000) at any time; and

(xv)Liens incurred in connection with Permitted Out-Licenses; and

(xvi)Liens incurred in connection with the extension, renewal or refinancing of the Indebtedness secured by Liens of the type described in clauses (i) through (xv) above; provided, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereon) does not increase.

"Permitted Out-Licenses" means the following licenses:

(i)licenses, sublicenses, transfers and similar arrangements for the use of Intellectual Property and related assets, including in connection with business development transactions, co-development or co-promotion transactions, collaborations, licensing, partnering or similar transactions with third parties and that are entered into in the ordinary course of business and on an arms' length basis with commercially reasonable terms, which could not result in the legal transfer of title of the licensed property that may be either (a) nonexclusive, (b) exclusive in respects other than territory, or (c) exclusive as to territory (including on a worldwide basis) but only (x) as to discreet geographical areas outside of the United States of America and/or (y) for Non-Core Intellectual Property; and

(ii)the Takeda Agreement.

"Permitted Transfers" means:

(i)sales of Inventory in the ordinary course of business,

(ii)Permitted Out-Licenses;

(iii)dispositions of worn-out, obsolete or surplus Equipment at fair market value in the ordinary course of business, and

(iv)other Transfers of assets having a fair market value of not more than One Million Dollars ($1,000,000) in the aggregate in any fiscal year.

"Permitted Warrant Transaction" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) relating to Common Stock (or other securities or property following a merger event or other change of the Common Stock) and/or cash (in an amount determined by reference to the price of such Common Stock) sold by Borrower substantially concurrently with any purchase by Borrower of a related Permitted Bond Hedge Transaction and as may be amended in accordance with its terms.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, other entity or government.

"Pledge Agreement" means the Pledge Agreement dated as of the Closing Date between Borrower and Agent, as the same may from time to time be amended, restated, modified or otherwise supplemented.

"Prime Rate" means the lesser of (a) prime rate as reported in The Wall Street Journal and (b) four and three-quarters percent (4.75%).

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"Public Health Laws" means all Requirements of Law relating to the procurement, development, clinical and non-clinical evaluation, product approval or licensure, manufacture, production, analysis, distribution, dispensing, importation, exportation, use, handling, quality, sale, labeling, promotion, clinical trial registration or post market requirements of any drug, biologic or other product (including, without limitation, any ingredient or component of the foregoing products) subject to regulation under the

Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.) and the Public Health Service Act (42 U.S.C. § 201 et seq.), including without limitation the regulations promulgated by the FDA at Title 21 of the Code of Federal Regulations and all applicable regulations promulgated by the National Institutes of Health ("NIH") and codified at Title 42 of the Code of Federal Regulations, and guidance, compliance, guides, and other policies issued by the FDA, the NIH and other comparable governmental authorities.

"Qualified Cash" means an amount equal to (a) the amount of Borrower's Cash held in accounts subject to an Account Control Agreement in favor of Agent, *minus* (b) the amount of Borrower's delinquent or overdue accounts payable under GAAP not paid after the 120th day following the due date for such account payable.

"Rebiotix Litigation" means that certain litigation involving Ferring Pharmaceutics Inc. and Rebiotix Inc. vs. Finch Therapeutics Group, Inc., Finch Therapeutics, Inc. and Finch Therapeutics Holdings LLC.

"Receivables" means (i) all of Borrower's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, letters of credit, proceeds of any letter of credit, and Letter of Credit Rights, and (ii) all customer lists, software, and business records related thereto.

"Redemption Conditions" means, with respect to any redemption by Borrower of any Permitted Convertible Debt, satisfaction of each of the following events: (a) no Event of Default shall exist or result therefrom, and (b) both immediately before and at all times after such redemption, Borrower's Qualified Cash shall be no less than one hundred fifty percent (150%) of the outstanding principal amount of the Secured Obligations.

"Registrations" shall mean authorizations, approvals, licenses, permits, certificates, registrations, listings, certificates, or exemptions of or issued by any governmental authority (including marketing approvals, investigational new drug applications, product recertifications, drug manufacturing establishment registration and product listing, pricing and reimbursement approvals, labeling approvals or their foreign equivalent) that are required for the research, development, manufacture, commercialization, distribution, marketing, storage, transportation, pricing, governmental authority reimbursement, use and sale of Borrower Products.

"Regulatory Action" means an administrative or regulatory enforcement action, proceeding or investigation, warning letter, untitled letter, Form 483 or similar inspectional observations, other notice of violation letter, recall, seizure, Section 305 notice or other similar written communication, or consent decree, issued or required by the FDA or under the Public Health Laws, the NIH or a comparable governmental authority in any other regulatory jurisdiction.

"Required Lenders" means, at any time, the holders of more than fifty percent (50%) of the sum of the aggregate unpaid principal amount of the Term Loans then outstanding.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any governmental authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted License" means any material License or other agreement with respect to which Borrower is the licensee (a) that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such License or agreement or any other property, or (b) for which a default under or termination of could interfere with the Agent's right to sell any Collateral.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SBA Funding Date" means each date on which a Lender which is an SBIC funds any portion of the Term Loans.

"Secured Obligations" means Borrower's obligations under this Agreement and any Loan Document, including any obligation to pay any amount now owing or later arising.

"Subordinated Indebtedness" means Indebtedness subordinated to the Secured Obligations in amounts and on terms and conditions satisfactory to Agent in its sole discretion and subject to a subordination agreement in form and substance satisfactory to Agent in its sole discretion.

"Subsequent Financing" means the closing of any Borrower financing involving the sale and issuance of Borrower's Equity Interests that is broadly marketed to multiple investors and which becomes effective after the Closing Date.

"Subsidiary" means an entity, whether a corporation, partnership, limited liability company, joint venture or otherwise, in which Borrower owns or controls, either directly or indirectly, 50% or more of the outstanding voting securities, including each entity listed on Schedule 5.14 hereto.

"Takeda Agreement" means that certain Amended and Restated Agreement dated as of October 21, 2019, by and between Finch Therapeutics, Inc., a Delaware corporation, and Millennium Pharmaceuticals, Inc., a Delaware corporation having its principal office at 40 Landsdowne Street, Cambridge, Massachusetts 02139, USA.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

"Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to the Borrower in a principal amount not to exceed the amount set forth under the heading "Term Commitment" opposite such Lender's name on Schedule 1.1.

"Term Loan Advance" means each Tranche 1 Advance and Tranche 2 Advance and any other Term Loan funds advanced under this Agreement.

"Term Loan Interest Rate" means for any day a per annum rate of interest equal to the greater of (i) (x) four and one-twentieth percent (4.05%) *plus* (y) the Prime Rate, and (ii) seven and fifty-five hundredths of a percent (7.55%).

"Term Loan Maturity Date" means November 1, 2026; provided that if such day is not a Business Day, the Term Loan Maturity Date shall be the immediately preceding Business Day.

"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration, now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest.

"Trademarks" means all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof or any other country or any political subdivision thereof.

"Tranche" means with respect to the Tranche 1 Commitment, all Tranche 1 Advances; and with respect to the Tranche 2 Commitment, all Tranche 2 Advances.

"Tranche 1 Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche 1 Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche 2 Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche 2 Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche 2 Facility Charge" means three-quarters percent (0.75%) of each Tranche 2 Advance, which is payable to Lenders in accordance with Section 4.2(d).

"UCC" means the Uniform Commercial Code as the same is, from time to time, in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Agent's Lien on any Collateral is governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then the term "UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

1.2 The following terms are defined in the Sections or subsections referenced opposite such terms:

Defined Term	Section
Agent	Preamble
Assignee	11.14
Borrower	Preamble
Claims	11.11
Collateral	3.1
Confidential Information	11.13
End of Term Charge	2.6
Event of Default	9
Financial Statements	7.1
Indemnified Person	6.3
Lenders	Preamble
Liabilities	6.3
Maximum Rate	2.3
Participant Register	11.8
Prepayment Charge	2.5
Publicity Materials	11.19
Register	11.7
Rights to Payment	3.1
SBA	7.16
SBIC	7.16
SBIC Act	7.16
Tranche 1 Advance	2.2(a)
Tranche 2 Advance	2.2(a)
Transfer	7.8

1.3 Unless otherwise specified, all references in this Agreement or any Annex or Schedule hereto to a "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the corresponding Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement. Unless otherwise specifically provided herein, any accounting term used in this Agreement or the other Loan Documents shall have the meaning customarily given such term in accordance with GAAP, and all financial computations hereunder shall be computed in accordance with GAAP, consistently applied. Unless otherwise defined herein or in the other Loan Documents, terms that are used herein or in the other Loan Documents and defined in the UCC shall have the meanings given to them in the UCC. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.4 Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting

Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. For the avoidance of doubt, and without limitation of the foregoing, Permitted Convertible Debt shall at all times be valued at the full stated principal amount thereof and shall not include any reduction or appreciation in value of the shares deliverable upon conversion thereof.

SECTION 2. THE LOAN

2.1 [Reserved]

2.2 Term Loan Advances.

(a)Term Commitment.

(i)*Tranche 1*. Subject to the terms and conditions of this Agreement and the proviso hereto, (A) on the Closing Date, Lenders shall severally (and not jointly) make, and Borrower agrees to draw, a Term Loan Advance in an amount equal to Fifteen Million Dollars ($15,000,000) in accordance with their respective Tranche 1 Commitments, (B) at any time after the Closing Date but prior to December 15, 2022, Borrower may request and Lenders shall severally (and not jointly) make additional Term Loan Advances (in a single disbursement) in an amount equal to Ten Million Dollars ($10,000,000) in accordance with their respective Tranche 1 Commitments, and (C) at any time after the Closing Date but prior to September 30, 2023, Borrower may request and Lenders shall severally (and not jointly) make an additional Term Loan Advance (in a single disbursement) in an amount equal to Ten Million Dollars ($10,000,000) in accordance with their respective Tranche 1 Commitments; provided the aggregate Term Loan Advances made by any Lender pursuant to clause (A), (B) and (C) above shall not exceed its respective Tranche 1 Commitment and the aggregate principal amount of the Term Loan Advances made pursuant to this Section 2.2(a)(i) shall not exceed Thirty-Five Million Dollars ($35,000,000) (such Term Loan Advances, the "Tranche 1 Advances").

(ii)*Tranche 2*. Subject to the terms and conditions of this Agreement and satisfaction of the Performance Milestone, on or after the Closing Date and or prior to June 30, 2024, Borrower may request, and Lenders shall severally (and not jointly) make additional Term Loan Advances (in a single disbursement) in an amount equal to Twenty Million Dollars ($20,000,000) in accordance with their respective Tranche 2 Commitments (such Term Loan Advances, the "Tranche 2 Advances").

(c)Maximum Term Loan Amount. The aggregate outstanding Term Loan Advances may be up to the Maximum Term Loan Amount.

(d)Advance Request. To obtain a Term Loan Advance, Borrower shall complete, sign and deliver an Advance Request (at least one (1) Business Day before the Closing Date and at least five (5) Business Days before each Advance Date other than the Closing Date) to Agent. The Lenders shall fund the Term Loan Advance in the manner requested by the Advance Request provided that each of the conditions precedent to such Term Loan Advance is satisfied as of the requested Advance Date.

(e)Interest. The principal balance shall bear interest thereon from such Advance Date at the Term Loan Interest Rate based on a year consisting of three hundred sixty (360) days, with interest computed daily based on the actual number of days elapsed. The Term Loan Interest Rate will float and change on the day the prime rate changes from time to time.

(f)Payment. Borrower will pay interest on each Term Loan Advance on the first Business Day of each month, beginning the month after the Advance Date. Borrower shall repay the aggregate Term Loan principal balance that is outstanding on the day immediately preceding the Amortization Date, in equal monthly installments of principal and interest (mortgage style) beginning on the Amortization Date and continuing on the first Business Day of each month thereafter until the Secured Obligations (other than inchoate indemnity obligations) are repaid. The entire Term Loan principal balance and all accrued but unpaid interest hereunder, shall be due and payable on the Term Loan Maturity Date. Borrower shall make all payments under this Agreement without setoff, recoupment or deduction (except as otherwise provided in Section 2 of Addendum 1) and regardless of any counterclaim or defense. If a payment hereunder becomes due and payable on a day that is not a Business Day, the due date thereof shall be the immediately preceding Business Day. The Lenders will initiate debit entries to the Borrower's account as authorized on the ACH Authorization (i) on each payment date of all periodic obligations payable to the Lenders under each Term Loan Advance and (ii) reasonable and documented out-of-pocket legal fees and costs incurred by Agent or the Lenders in connection with Section 11.12 of this Agreement; provided that, with respect to clause (i) above, in the event that the Lenders or Agent informs Borrower that the Lenders will not initiate a debit entry to Borrower's account for a certain amount of the periodic obligations due on a specific payment date, Borrower shall pay to the Lenders such amount of periodic obligations in full in immediately available funds on such payment date; provided, further, that, with respect to clause (i) above, if the Lenders or Agent informs Borrower that the Lenders will not initiate a debit entry as described above later than the date that is three (3) Business Days prior to such payment date, Borrower shall pay to the Lenders such amount of periodic obligations in full in immediately available funds on the date that is three (3) Business Days after the date on which the Lenders or Agent notifies Borrower of such; provided, further, that, with respect to clause (ii) above, in the event that the Lenders or Agent informs Borrower that the Lenders will not initiate a debit entry to Borrower's account for certain amount of such out-of-pocket legal fees and costs incurred by Agent or the Lenders, Borrower shall pay to the Lenders such amount in full in immediately available funds within three (3) Business Days.

2.3 Maximum Interest. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto (which under the laws of the State of California shall be deemed to be the laws relating to permissible rates of interest on commercial loans) (the "Maximum Rate"). If a court of competent jurisdiction shall finally determine that Borrower has actually paid to the Lenders an amount of interest in excess of the amount that would have been payable if all of the Secured Obligations had at all times borne interest at the Maximum Rate, then such excess interest actually paid by Borrower shall be applied as follows: first, to the payment of the Secured Obligations consisting of the outstanding principal; second, after all principal is repaid, to the payment of the Lenders' accrued interest, costs, expenses, professional fees and any other Secured Obligations; and third, after all Secured Obligations are repaid, the excess (if any) shall be refunded to Borrower.

2.4 Default Interest. In the event any payment is not paid on the scheduled payment date (other than a failure to pay due solely to an administrative or operational error of Agent or the Lenders or Borrower's bank if Borrower had the funds to make the payment when due and makes the payment within three (3) Business Days following Borrower's knowledge of such failure to pay), an amount equal to four percent (4%) of the past due amount shall be payable on demand. In addition, upon the occurrence and during the continuation of an Event of Default hereunder, all Secured Obligations, including principal, interest, compounded interest, and professional fees, shall bear interest at a rate per annum equal to the rate set forth in Section 2.2(d) plus four percent (4%) per annum. In the event any interest is not paid when due hereunder, delinquent interest shall be added to principal and shall bear interest on interest, compounded at the rate set forth in Section 2.2(d) or Section 2.4, as applicable.

2.5 Prepayment. At its option, Borrower may prepay all or a portion of the outstanding Advances by paying the entire principal balance (or such portion thereof), all accrued and unpaid interest thereon, together with a prepayment charge equal to the following percentage of the Advance amount being prepaid: with respect to each Advance, if such Advance amounts are prepaid in any of the first twelve (12) months following the Closing Date, three percent (3.00%); after twelve (12) months following the Closing Date but on or prior to twenty four (24) months following the Closing Date, two percent (2.00%); and after twenty-four (24) months following the Closing Date, but on or prior to thirty-six months (36) following the Closing Date, one percent (1.00%) (each, a “Prepayment Charge”). Borrower agrees that the Prepayment Charge is a reasonable calculation of the Lenders’ lost profits in view of the difficulties and impracticality of determining actual damages resulting from an early repayment of the Advances. Borrower shall prepay the outstanding amount of all principal and accrued interest through the prepayment date and the Prepayment Charge upon the occurrence of a Change in Control. Notwithstanding the foregoing, Agent and the Lenders hereby agree to waive the Prepayment Charge if Agent and the Lenders or any of their respective Affiliates (in their sole and absolute discretion) agree in writing to refinance the Advances prior to the Term Loan Maturity Date. Any amounts paid under this Section shall be applied by Agent to the then unpaid amount of any Secured Obligations (including principal and interest) in such order and priority as Agent may choose in its sole discretion. For the avoidance of doubt, if a payment hereunder becomes due and payable on a day that is not a Business Day, the due date thereof shall be the immediately preceding Business Day.

2.6 End of Term Charge. On the earliest to occur of (i) the Term Loan Maturity Date, (ii) the date that Borrower prepays the outstanding Secured Obligations (other than any inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) in full or in part, or (iii) the date that the Secured Obligations become due and payable, Borrower shall pay the Lenders a charge of five and one-half percent (5.50%) of the aggregate original principal amount of the Term Loan Advances (x) in the case of partial prepayments under (ii) above, the amount being repaid on such date and (y) in the case of (i) and (iii) above, the amounts made hereunder less the aggregate amount of all charges paid in accordance with the foregoing in connection with all prior partial prepayments (the “End of Term Charge”). Notwithstanding the foregoing, the End of Term Charge shall not be payable in connection with any amortization payments required by Section 2.2(e) (unless any such amortization payment results in the payment in full of the Secured Obligations). Notwithstanding the required payment date of such End of Term Charge, the applicable pro rata portion of the End of Term Charge shall be deemed earned by the Lenders as of each date a Term Loan Advance is made. For the avoidance of doubt, if a payment hereunder becomes due and payable on a day that is not a Business Day, the due date thereof shall be the immediately preceding Business Day.

2.7 Pro Rata Treatment. Each payment (including prepayment) on account of any fee and any reduction of the Term Loan Advances shall be made pro rata according to the Term Commitments of the relevant Lender.

2.8 Taxes; Increased Costs. The Borrower, the Agent and the Lenders each hereby agree to the terms and conditions set forth on Addendum 1 attached hereto.

2.9 Treatment of Prepayment Charge and End of Term Charge. Borrower agrees that any Prepayment Charge and any End of Term Charge payable shall be presumed to be the liquidated damages sustained by each Lender as the result of the early termination, and Borrower agrees that it is reasonable under the circumstances currently existing and existing as of the Closing Date. The Prepayment Charge and the End of Term Charge shall also be payable in the event the Secured Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure, or by any other means. Borrower expressly waives (to the fullest extent it may lawfully do so) the provisions of any present or future statute or law that prohibits or may prohibit the collection of the foregoing Prepayment Charge and End of Term Charge in connection with any such acceleration. Borrower agrees (to the fullest extent that each may lawfully do so): (a) each of the Prepayment Charge and the End of Term Charge is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (b) each of the Prepayment Charge and the End of Term Charge shall be payable notwithstanding the then prevailing market rates at the time payment is made; (c) there has been a course of conduct between the Lenders and Borrower giving specific consideration in this transaction for such agreement to pay the Prepayment Charge and the End of Term Charge as a charge (and not interest) in the event of prepayment or acceleration; (d) Borrower shall be estopped from claiming differently than as agreed to in this paragraph. Borrower expressly acknowledges that their agreement to pay each of the Prepayment Charge and the End of Term Charge to the Lenders as herein described was on the Closing Date and continues to be a material inducement to the Lenders to provide the Term Loan Advances.

SECTION 3. SECURITY INTEREST

3.1 As security for the prompt and complete payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, except as otherwise provided in Section 3.2, Borrower grants to Agent a security interest in all of Borrower's right, title, and interest in, to and under all of Borrower's personal property and other assets including without limitation the following (except as set forth herein) whether now owned or hereafter acquired (collectively, the "Collateral"): (a) Receivables; (b) Equipment; (c) Fixtures; (d) General Intangibles (other than Intellectual Property); (e) Inventory; (f) Investment Property; (g) Deposit Accounts; (h) Cash; (i) Goods; and all other tangible and intangible personal property of Borrower whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Borrower and wherever located, and any of Borrower's property in the possession or under the control of Agent; and, to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing; provided, however, that the Collateral shall include all Accounts and General Intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the date of this Agreement, include the Intellectual Property to the extent necessary to permit perfection of Agent's security interest in the Rights to Payment.

3.2 Notwithstanding the broad grant of the security interest set forth in Section 3.1, above, the Collateral shall not include (a) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC), (b) Excluded Accounts, (c) more than sixty-five percent (65%) of the issued and outstanding shares of capital stock of any Foreign Subsidiary or Foreign Subsidiary Holding Company (in each case, whether now owned or hereafter acquired) which shares entitle the holder thereof to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) for directors or any other matter, and which is directly and wholly-owned by a Loan Party, if Borrower demonstrates to the reasonable satisfaction of Agent that a pledge and security interest in more than sixty-five percent (65%) of the issued and outstanding shares of capital stock would create a present and existing adverse tax consequence to Borrower under the U.S. Internal Revenue Code, or (d) any property, right or asset held by the Borrower or any Subsidiary to the extent that a grant of a security interest therein is prohibited by any requirement of law of a governmental authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except (A) to the extent that the terms in such contract, license, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent are not permitted under this Agreement or (B) to the extent that such requirement of law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9406, 9407, 9408 or 9409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code of the United States) or principles of equity; provided, however, that such security interest shall attach immediately at such time as such requirement of law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Collateral that does not result in such consequences.

3.3 If this Agreement is terminated in accordance with its terms, Agent's Lien in the Collateral shall continue until the Secured Obligations (other than inchoate indemnity obligations) are paid in full in accordance with the terms of this Agreement. At such time, the Collateral shall be released from the Liens created hereby, this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent, Lender and each Borrower hereunder shall terminate. Agent agrees to execute such documents, return any Collateral held by Agent hereunder and take such other steps as are reasonably necessary to accomplish the foregoing, all at the Borrower's sole cost and expense.

SECTION 4. CONDITIONS PRECEDENT TO LOAN

The obligations of the Lenders to make the Loan hereunder are subject to the satisfaction by Borrower of the following conditions, in each case in form and substance reasonably acceptable to Agent:

4.1 Initial Advance. On or prior to the Closing Date, Borrower shall have delivered to Agent the following:

(a)executed copies of the Loan Documents, Account Control Agreements, and all other documents and instruments reasonably required by Agent to effectuate the transactions contemplated hereby or to create and perfect the Liens of Agent with respect to all Collateral, in all cases in form and substance reasonably acceptable to Agent;

(b)a legal opinion of Borrower's counsel in form and substance reasonably acceptable to Agent, (c)certified copy of resolutions of Borrower's board of directors evidencing approval of the Loan and other transactions evidenced by the Loan Documents;

(d)certified copies of the Certificate of Incorporation and the Bylaws, as amended through the Closing Date, of Borrower;

(e)a certificate of good standing for Borrower from its state of incorporation and similar certificates from all other jurisdictions in which it does business and where the failure to be qualified could have a Material Adverse Effect;

(f)certified copies, dated as of a recent date, of searches for financing statements filed in the central filing office of the State of Delaware, accompanied by written evidence (including any UCC termination statements) that the Liens on any Collateral indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Term Loan Advance, will be terminated or released;

(g)payment of the Due Diligence Fee, Initial Facility Charge and reimbursement of Agent's and the Lenders' current expenses reimbursable pursuant to this Agreement, which amounts may be deducted from the initial Advance;

(h)all certificates of insurance required hereunder;

(i)[reserved];

(j)a duly executed copy of the Perfection Certificate and each exhibit and addendum thereto; and

(k)such other documents as Agent may reasonably request.

4.2 All Advances. On each Advance Date:

(a)Agent shall have received (i) an Advance Request for the relevant Advance as required by Section 2.2(b), each duly executed by Borrower's Chief Executive Officer, Chief Financial Officer, Chief Business and Legal Officer, Treasurer or Vice President of Finance (or other similar officer), and (ii) any other documents Agent may reasonably request.

(b)The representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(c)Borrower shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and at the time of and immediately after such Advance no Event of Default shall have occurred and be continuing.

(d)with respect to any Tranche 2 Advance, Borrower shall have paid the Tranche 2 Facility Charge;

(e)[reserved];

(f)Each Advance Request shall be deemed to constitute a representation and warranty by Borrower on the relevant Advance Date as to the matters specified in paragraphs (b) and (c) of this Section 4.2 and as to the matters set forth in the Advance Request.

4.3 No Default. As of the Closing Date and each Advance Date, (i) no fact or condition exists that could (or could, with the passage of time, the giving of notice, or both) constitute an Event of Default and (ii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

4.4 Post-Close Obligations. Notwithstanding any provision herein or in any other Loan Document to the contrary, to the extent not actually delivered on or prior to the Closing Date, Borrower shall:

(a)within sixty (60) days of the Closing Date, use commercially reasonable efforts to deliver to Agent (or its designated agent) a landlord waiver or bailee agreement, as appropriate, for each location where Borrower maintains Collateral with an aggregate value in excess of Five Hundred Thousand Dollars ($500,000);

(b)within sixty (60) days of the Closing Date, deliver the insurance endorsements required hereunder as well as copies of each policy of insurance; and

(c)within fifteen (15) Business Days of the Closing Date, deliver to Agent (or its counsel) the stock certificate(s) representing Equity Interests of Finch Therapeutics, Inc. pledged pursuant the Pledge Agreement, together with undated stock power(s).

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants that:

5.1 Corporate Status. Borrower is a corporation or a limited liability company duly organized, legally existing and in good standing under the laws its state of incorporation or formation, and is duly qualified as a foreign corporation in all jurisdictions in which the nature of its business or location of its properties require such qualifications and where the failure to be qualified could reasonably be expected to have a Material Adverse Effect. Borrower’s present name, former names (if any), locations, place of formation, Tax identification number, organizational identification number and other information are correctly set forth in Exhibit B, as may be updated by Borrower in a written notice (including any Compliance Certificate) provided to Agent after the Closing Date.

5.2 Collateral. Borrower owns the Collateral and the Intellectual Property, free of all Liens, except for Permitted Liens. Borrower has the power and authority to grant to Agent a Lien in the Collateral as security for the Secured Obligations.

5.3 Consents. Borrower’s execution, delivery and performance of this Agreement and all other Loan Documents, (i) have been duly authorized by all necessary corporate action of Borrower, (ii) will not result in the creation or imposition of any Lien upon the Collateral, other than Permitted Liens and the Liens created by this Agreement and the other Loan Documents, (iii) do not violate any provisions of Borrower’s Certificate or Articles of Incorporation (as applicable), bylaws, or any, law, regulation, order, injunction, judgment, decree or writ to which Borrower is subject and (iv) except as described on Schedule 5.3, do not violate any material contract or material agreement or require the consent or approval of any other Person which has not already been obtained. The individual or individuals executing the Loan Documents are duly authorized to do so.

5.4 Material Adverse Effect. Since December 31, 2021, no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing. Borrower is not aware of any event likely to occur that is reasonably expected to result in a Material Adverse Effect, excluding in each case the FDA's clinical hold, received on February 24, 2022, on Borrower's investigational new drug (IND) application for CP101.

5.5 Actions Before Governmental Authorities. There are no actions, suits or proceedings at law or in equity or by or before any governmental authority now pending or, to the knowledge of Borrower, threatened against or affecting Borrower or its property, that is reasonably expected to result in a Material Adverse Effect.

5.6 Laws. Neither Borrower nor any of its Subsidiaries is in violation of any law, rule or regulation, or in default with respect to any judgment, writ, injunction or decree of any governmental authority, where such violation or default is reasonably expected to result in a Material Adverse Effect. Borrower is not in default in any manner under any provision of any agreement or instrument evidencing material Indebtedness, or any other Material Agreement to which it is a party or by which it is bound.

Neither Borrower nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Neither Borrower nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Borrower and each of its Subsidiaries has complied in all material respects with the Federal Fair Labor Standards Act. Neither Borrower nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. Neither Borrower's nor any of its Subsidiaries' properties or assets has been used by Borrower or such Subsidiary or, to Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in material compliance with applicable laws. Borrower and each of its Subsidiaries has obtained all material consents, approvals and authorizations of, made all material declarations or filings with, and given all material notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

None of Borrower, any of its Subsidiaries, or, to Borrower's knowledge, any of Borrower's or its Subsidiaries' Affiliates or any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is (i) in violation of any Anti-Terrorism Law, (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, or (iii) is a Blocked Person. None of Borrower, any of its Subsidiaries, or to the knowledge of Borrower and any of their Affiliates or agents, acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (y) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law. None of the funds to be provided under this Agreement will be used, directly or indirectly, (a) for any activities in violation of any applicable anti-money laundering, economic sanctions and anti-bribery laws and regulations laws and regulations or (b) for any payment to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.7 Information Correct and Current. No information, report, Advance Request, financial statement, exhibit or schedule furnished (in each case, other than forecasts, projections and other forward looking statements and information of a general economic or industry nature), by or on behalf of Borrower to Agent in connection with any Loan Document or included therein or delivered pursuant thereto contained, or, when taken as a whole, contains or will contain any material misstatement of fact or, when taken together with all other such information or documents, omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not materially misleading at the time such statement was made or deemed made. Additionally, any and all financial or business projections provided by Borrower to Agent, whether prior to or after the Closing Date, shall be (i) provided in good faith and based on the most current data and information available to Borrower at the time delivered, and (ii) the most current of such projections provided to Borrower's Board of Directors (it being understood that such projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower, that no assurance is given that any particular projections will be realized, and that actual results may differ).

5.8 Tax Matters. Except as described on Schedule 5.8, (a) Borrower and its Subsidiaries have filed all federal and state income Tax returns and other material Tax returns required to be filed by them, (b) Borrower and its Subsidiaries have duly paid or fully reserved for all federal and state income Taxes and other material Taxes that they are required to pay and which are due and payable, except in the case of (a) and (b), any Taxes or Tax Returns relating to Taxes that are being contested in good faith by appropriate proceedings and for which Borrower and its Subsidiaries maintain adequate reserves in accordance with GAAP, and (c) to the best of Borrower's knowledge, no Tax assessments, deficiencies, audits or other proceedings with respect to Borrower or any Subsidiary are pending or have been threatened in writing which would reasonably be expected to have a Material Adverse Effect.

5.9 Intellectual Property Claims. Borrower is the sole owner or co-owner of, or otherwise has the right to use, the Intellectual Property material to Borrower's business. Except as described on Schedule 5.9, (i) each of the material Copyrights, Trademarks and Patents is valid and enforceable (other than with respect to Patent and Trademark applications), (ii) no material part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and (iii) no claim has been made to Borrower that any material part of the Intellectual Property violates the rights of any third party. Exhibit C is a true, correct and complete list of each of Borrower's Patents, Trademarks, registered Copyrights, and material agreements under which Borrower licenses Intellectual Property from third parties (other than shrink-wrap software licenses), together with application or registration numbers, as applicable, owned by Borrower or any Subsidiary, in each case as of the Closing Date. Borrower is not in material breach of, nor has Borrower failed to perform any material obligations under, any of the foregoing contracts, licenses or agreements and, to Borrower's knowledge, no third party to any such contract, license or agreement is in material breach thereof or has failed to perform any material obligations thereunder.

5.10 Intellectual Property. A true, correct and complete list of each pending, registered, issued or in-licensed Intellectual Property that issued or filed in the United States, individually or taken together with any other such Intellectual Property, is material to the business of Borrower and its Subsidiaries, taken as a whole, relating to the research, development, manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale, distribution or sale of the Borrower Products, and is owned or co-owned by or exclusively or non-exclusively licensed to the Borrower or any of its Subsidiaries (collectively, the "Current Company IP"), including its name/title, current owner or co-owners (including ownership interest), registration, patent or application number, and registration or application date, is set forth on Schedule 5.10(a). Except as set forth on Schedule 5.10(a), to the knowledge of Borrower (i) (A) each item of owned Current Company IP is valid, subsisting and (other than with respect to Patent and Trademark applications) enforceable and no such item of Current Company IP has lapsed, expired, been cancelled or invalidated or become abandoned or unenforceable, and (B) no written notice has been received challenging the inventorship or ownership, or relating to any lapse, expiration, invalidation, abandonment or unenforceability, of any such item of Current Company IP, and (ii) (A) each such item of Current Company IP which is licensed from another Person is valid, subsisting and enforceable (other than with respect to Patent and Trademark applications) and no such item of Current Company IP has lapsed, expired, been cancelled or invalidated, or become abandoned or unenforceable, and (B) no written notice has been received challenging the inventorship or ownership, or relating to any lapse, expiration, invalidation, abandonment or unenforceability, of any such item of Current Company IP that is licensed from another Person. To the knowledge of Borrower, there are no published patents, patent applications, articles or prior art references that would reasonably be expected to materially adversely affect the exploitation of the Borrower Products. Except as set forth on Schedule 5.10(a), to the knowledge of Borrower, each Person who has or has had any rights in or to owned Current Company IP or any trade secrets owned by the Borrower or any of its Subsidiaries, including each inventor named on the Patents within such owned Current Company IP filed by the Borrower or any of its Subsidiaries, has executed an agreement assigning his, her or its entire right, title and interest in and to such owned Current Company IP and such trade secrets.

(a) (i) The Borrower or any of its Subsidiaries possesses valid title to the Current Company IP for which it is listed as the owner or co-owner, as applicable, on Schedule 5.10(a); and (ii) there are no Liens on any Current Company IP, except for any Permitted Liens.

(b)There are no material maintenance, annuity or renewal fees that are currently overdue beyond their allotted grace period for any of the Current Company IP which is owned by or exclusively licensed to the Borrower or any of its Subsidiaries, nor have any applications or registrations therefor lapsed or become abandoned, been cancelled or expired.

(c)There are no material unpaid fees or royalties under any Material Agreements that have become overdue. Each Material Agreement is in full force and effect and is legal, valid, binding, and enforceable in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability. Except as set forth on Schedule 5.10(c), to the knowledge of Borrower, neither Borrower nor any of its Subsidiaries, as applicable, is in breach of or default in any manner that could reasonably be expected to materially affect the Borrower Products under any Material Agreement to which it is a party, and no circumstances or grounds exist that would give rise to a claim of breach or right of rescission, termination or non-renewal of any of the Material Agreements, including the execution, delivery and performance of this Agreement and the other Loan Documents.

(d)No material payments by the Borrower or any of its Subsidiaries are overdue to any other Person in respect of the Current Company IP, other than pursuant to the Material Agreements and those fees payable to patent offices in connection with the prosecution and maintenance of the Current Company IP, any applicable taxes and associated attorney fees.

(e)Neither the Borrower nor any of its Subsidiaries has undertaken or omitted to undertake any acts, and no circumstance or grounds exist that would invalidate or reduce, in whole or in part, the enforceability or scope of (i) the Current Company IP in any manner that could reasonably be expected to materially adversely affect the Borrower Products, or (ii) in the case of Current Company IP owned or co-owned or exclusively or non-exclusively licensed by the Borrower or any of its Subsidiaries, except as set forth on Schedule 5.10(e), the Borrower's or Subsidiary's entitlement to own or license and exploit such Current Company IP.

(f)Except as described on Schedule 5.9 or in the most recently delivered Compliance Certificate in accordance with Section 7.1(d), there is no requested, filed pending, decided or settled opposition, interference proceeding, reissue proceeding, reexamination proceeding, inter-partes review proceeding, post-grant review proceeding, cancellation proceeding, injunction, litigation, paragraph IV patent certification or lawsuit under the Hatch-Waxman Act, hearing, investigation, complaint, arbitration, mediation, demand, International Trade Commission investigation, decree, or any other dispute, disagreement, or claim, in each case alleged in writing to Borrower or any of its Subsidiaries (collectively referred to hereinafter as "Specified Disputes"), nor to the knowledge of Borrower, has any such Specified Dispute been threatened in writing, in each case challenging the legality, validity, enforceability or ownership of any Current Company IP, in each case that would reasonably be expected to have a Material Adverse Effect on the Borrower Products.

(g)In each case where an issued Patent within the Current Company IP is owned or co-owned by the Borrower or any of its Subsidiaries by assignment, the assignment has been duly recorded with the U.S. Patent and Trademark Office.

(h)Except as set forth on Schedule 5.10(h) there are no pending or, to the knowledge of Borrower, threatened claims against Borrower or any of its Subsidiaries alleging (i) that any research, development, manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale, distribution or sale of the Borrower Products in the United States infringes or violates (or in the past infringed or violated) the rights of any third parties in or to any Intellectual Property ("Third Party IP") or constitutes a misappropriation of (or in the past constituted a misappropriation of) any Third Party IP, or (ii) that any Current Company IP is invalid or unenforceable.

(i)Except as set forth on Schedule 5.10(i), the manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale, distribution or sale of the Borrower Products does not, to the knowledge of Borrower, infringe or violate (or in the past infringed or violated) any issued or registered Third Party IP (including any issued Patent within the Third Party IP) or constitute a misappropriation of (or in the past constituted a misappropriation of) any Third Party IP.

(j)Except as set forth on Schedule 5.10(j), there are no settlements, covenants not to sue, consents, judgments, orders or similar obligations which: (i) restrict the rights of the Borrower or any of its Subsidiaries to use any Intellectual Property relating to the research, development, manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale, distribution or sale of the Borrower Products (in order to accommodate any Third Party IP or otherwise), or (ii) permit any third parties to use any Current Company IP.

(k)Except as set forth on Schedule 5.10(k), to the knowledge of Borrower (i) there is no, nor has there been any, infringement or violation by any Person of any of the Current Company IP or the rights therein, and (ii) there is no, nor has there been any, misappropriation by any Person of any of the Current Company IP or the subject matter thereof.

(l)The Borrower and each of its Subsidiaries has taken all commercially reasonable measures customary in the biopharmaceutical industry to protect the confidentiality and value of all trade secrets owned by the Borrower or any of its Subsidiaries or used or held for use by the Borrower or any of its Subsidiaries, in each case relating to the research, development, manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale, distribution or sale of the Borrower Products.

(m)Except as set forth on Schedule 5.10(m), at the time of any shipment of Borrower Product in the United States occurring prior to the Closing Date, the units thereof so shipped complied with their relevant specifications and were manufactured in all material respects in accordance with current FDA Good Manufacturing Practices, as applicable for companies in clinical stage of development.

(n)Except as described on Schedule 5.10(n), Borrower has all material rights with respect to Intellectual Property necessary or material in the operation or conduct of Borrower's business as currently conducted and proposed to be conducted by Borrower. Without limiting the generality of the foregoing, and in the case of Licenses, except for restrictions that are unenforceable under Division 9 of the UCC, Borrower has the right, to the extent required to operate Borrower's business, to freely transfer, license or assign Intellectual Property solely owned by the Company or its Subsidiaries that is necessary or material in the operation or conduct of Borrower's business as currently conducted and proposed to be conducted by Borrower, without condition, restriction or payment of any kind to any third party, and Borrower owns or has the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are material to Borrower's business and used in the design, development, promotion, sale, license, manufacture, import, export, use or distribution of Borrower Products that are material to Borrower's business except customary covenants in inbound license agreements and equipment leases where Borrower is the licensee or lessee. Except as has been disclosed in the Perfection Certificate or pursuant to Section 7.1(d), Borrower is not a party to, nor is it bound by, any Restricted License.

(o)No material software or other materials used by Borrower or any of its Subsidiaries (or used in any Borrower Products or any Subsidiaries' products) are subject to an open-source or similar license (including but not limited to the General Public License, Lesser General Public License, Mozilla Public License, or Affero License) in a manner that would cause such software or other materials to have to be (i) distributed to third parties at no charge or a minimal charge (royalty-free basis); (ii) licensed to third parties to modify, make derivative works based on, decompile, disassemble, or reverse engineer; or (iii) used in a manner that does require disclosure or distribution in source code form.

5.11 Borrower Products. Except as described on Schedule 5.11, no material Intellectual Property owned by Borrower or Borrower Product has been or is subject to any actual or, to the knowledge of Borrower, threatened litigation, proceeding (including any proceeding in the United States Patent and Trademark Office or any corresponding foreign office or agency) or outstanding decree, order, judgment, settlement agreement or stipulation that restricts in any manner Borrower's use, transfer or licensing thereof or that may affect the validity, use or enforceability thereof. There is no decree, order, judgment, agreement, stipulation, arbitral award or other provision entered into in connection with any litigation or proceeding that obligates Borrower to grant licenses or ownership interest in any material future Intellectual Property related to the operation or conduct of the business of Borrower or Borrower Products. Borrower has not received any written notice or claim, or, to the knowledge of Borrower, oral notice or claim, challenging or questioning Borrower's ownership in any material Intellectual Property (or written notice of any claim challenging or questioning the ownership in any licensed Intellectual Property of the owner thereof) or suggesting that any third party has any claim of legal or beneficial ownership with respect thereto nor, to Borrower's knowledge, is there a reasonable basis for any such claim. To Borrower's knowledge, neither Borrower's use of its material Intellectual Property nor the production and sale of Borrower Products infringes the Intellectual Property or other rights of others.

5.12 Financial Accounts. Exhibit D, as may be updated by the Borrower in a written notice provided to Agent after the Closing Date, is a true, correct and complete list of (a) all banks and other financial institutions at which Borrower or any Subsidiary maintains Deposit Accounts and (b) all institutions at which Borrower or any Subsidiary maintains an account holding Investment Property, and such exhibit correctly identifies the name, address and telephone number of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and at least the last four numbers of each account number therefor.

5.13 Employee Loans. Except as permitted hereunder, Borrower has no outstanding loans to any employee, officer or director of the Borrower nor has Borrower guaranteed the payment of any loan made to an employee, officer or director of the Borrower by a third party.

5.14 Capitalization and Subsidiaries. Borrower does not own any stock, partnership interest or other securities of any Person, except for Permitted Investments. Attached as Schedule 5.14, as may be updated by Borrower in a written notice provided after the Closing Date, is a true, correct and complete list of each Subsidiary.

SECTION 6. INSURANCE; INDEMNIFICATION

6.1 Coverage. Borrower shall cause to be carried and maintained commercial general liability insurance, on an occurrence form, against risks customarily insured against in Borrower's line of business. Such risks shall include the risks of bodily injury, including death, property damage, personal injury, advertising injury, and contractual liability per the terms of the indemnification agreement found in Section 6.3. Borrower must maintain a minimum of Two Million Dollars ($2,000,000) of commercial general liability insurance for each occurrence. Borrower has and agrees to maintain a minimum of Two Million Dollars ($2,000,000) of directors' and officers' insurance for each occurrence and Five Million Dollars ($5,000,000) in the aggregate. So long as there are any Secured Obligations outstanding, Borrower shall also cause to be carried and maintained insurance upon the Collateral, insuring against all risks of physical loss or damage howsoever caused, in an amount not less than the full replacement cost of the Collateral, provided that such insurance may be subject to standard exceptions and deductibles. If Borrower fails to obtain the insurance called for by this Section 6.1 or fails to pay any premium thereon or fails to pay any other amount which Borrower is obligated to pay under this Agreement or any other Loan Document or which may be required to preserve the Collateral, Agent may obtain such insurance or make such payment, and all amounts so paid by Agent are immediately due and payable, bearing interest at the then highest rate applicable to the Secured Obligations, and secured by the Collateral. Agent will make reasonable efforts to provide Borrower with notice of Agent obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Agent are deemed an agreement to make similar payments in the future or Agent's waiver of any Event of Default.

6.2 Certificates. Borrower shall deliver to Agent certificates of insurance that evidence Borrower's compliance with its insurance obligations in Section 6.1 and the obligations contained in this Section 6.2. Borrower's insurance certificate shall state Agent (shown as "Hercules Capital, Inc., as Agent") is an additional insured for commercial general liability, a lenders loss payable for all risk property damage insurance, subject to the insurer's approval, and a lenders loss payable for property insurance and additional insured for liability insurance for any future insurance that Borrower may acquire from such insurer. Attached to the certificates of insurance will be additional insured endorsements for liability and lender's loss payable endorsements for all risk property damage insurance. All certificates of insurance will provide for a minimum of thirty (30) days advance written notice to Agent of cancellation (other than cancellation for non-payment of premiums, for which ten (10) days' advance written notice shall be sufficient) or any other change adverse to Agent's interests. Any failure of Agent to scrutinize such insurance certificates for compliance is not a waiver of any of Agent's rights, all of which are reserved. Borrower shall provide Agent with copies of each insurance policy, and upon entering or amending any insurance policy required hereunder, Borrower shall provide Agent with copies of such policies and shall promptly deliver to Agent updated insurance certificates with respect to such policies.

6.3 Indemnity. Borrower agrees to indemnify and hold Agent, the Lenders and their officers, directors, employees, agents, in-house attorneys, representatives and shareholders (each, an "Indemnified Person") harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort, including strict liability in tort), including reasonable attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal) (collectively, "Liabilities"), that may be instituted or asserted against or incurred by such Indemnified Person as the result of credit having been extended, suspended or terminated under this Agreement and the other Loan Documents or the administration of such credit, or in connection with or arising out of the transactions contemplated hereunder and thereunder, or any actions or failures to act in connection therewith, or arising out of the disposition or utilization of the Collateral, excluding in all cases Liabilities to the extent resulting solely from any Indemnified Person's gross negligence or willful misconduct. This Section 6.3 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. In no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings). This Section 6.3 shall survive the repayment of indebtedness under, and otherwise shall survive the expiration or other termination of, this Agreement.

SECTION 7. COVENANTS OF BORROWER

Borrower agrees as follows:

7.1 Financial Reports. Borrower shall furnish to Agent the financial statements and reports listed hereinafter (the "Financial Statements"):

(a)within thirty (30) days after the end of each month, unaudited interim and year-to-date financial statements as of the end of such month (on a consolidated basis, and, if and to the extent prepared by Borrower in its sole discretion, on a consolidating basis), including balance sheet and related statements of income , all certified by Borrower's Chief Executive Officer, Chief

Financial Officer, Treasurer, Vice President of Finance or similar officer to the effect that they have been prepared in accordance with GAAP, except (i) for the absence of footnotes, (ii) that they are subject to normal year-end or quarter-end adjustments, and (iii) they do not contain certain non-cash items that are customarily included in quarterly and annual financial statements;

(b)within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year, unaudited interim and year-to-date financial statements as of the end of such calendar quarter (on a consolidated basis, and, if and to the extent prepared by Borrower in its sole discretion, on a consolidating basis), including balance sheet and related statements of income and cash flows accompanied by a report detailing any occurrence that could reasonably be expected to have a Material Adverse Effect (including the commencement of any material litigation by or against Borrower) reasonably be expected to have a Material Adverse Effect, certified by Borrower's Chief Executive Officer, Chief Financial Officer, Treasurer, Vice President of Finance or similar officer to the effect that they have been prepared in accordance with GAAP, except (i) for the absence of footnotes, and (ii) that they are subject to normal year-end adjustments;

(c)within ninety (90) days after the end of each fiscal year, unqualified audited financial statements as of the end of such year (prepared on a consolidated and consolidating basis, if applicable) (provided that such audit may be qualified as to a "going concern" as it relates to Borrower's cash levels so long as no Event of Default has occurred or is continuing), including balance sheet and related statements of income and cash flows, and setting forth in comparative form the corresponding figures for the preceding fiscal year, certified by a firm of independent certified public accountants selected by Borrower and reasonably acceptable to Agent, accompanied by any management report from such accountants (it being understood that Deloitte Touche Tohmatsu Limited and any other accounting firm of national standing are reasonably acceptable to Agent);

(d) within thirty (30) days after the end of each month, a Compliance Certificate in the form of Exhibit E;

(e)as soon as practicable (and in any event within thirty (30) days) after the end of each month, a report showing agings of accounts payable;

(f)promptly after the sending or filing thereof, as the case may be, copies of any proxy statements, financial statements or reports that Borrower has made available to holders of its preferred stock or Common Stock and copies of any regular, periodic and special reports or registration statements that Borrower files with the Securities and Exchange Commission (the "SEC") or any governmental authority that may be substituted therefor, or any national securities exchange;

(g)copies of all minutes approved by the Board of Directors, and within thirty (30) days after each such approval, provided that in all cases Borrower may exclude confidential compensation information, information subject to attorney client privilege and information that would raise a direct conflict of interest with Agent or Lender;

(h)financial and business projections promptly following their approval by Borrower's Board of Directors, and in any event, within thirty (30) days after the end of Borrower's fiscal year, as well as budgets, operating plans and other financial information reasonably requested by Agent; and (i)prompt notice if Borrower or any Subsidiary has knowledge that Borrower, or any Subsidiary or Affiliate of Borrower, is listed on the OFAC Lists or (a) is convicted on, (b) pleads *nolo contendere* to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

Borrower shall not (without the consent of Agent), make any change in its (a) material accounting policies or reporting practices (other than to the extent required or otherwise contemplated by GAAP or other applicable regulatory requirements), or (b) fiscal years or fiscal quarters. The fiscal year of Borrower shall end on December 31.

The executed Compliance Certificate, and all Financial Statements required to be delivered pursuant to clauses (a), (b), (c) and (d) shall be sent via e-mail to financialstatements@htgc.com with a copy to legal@htgc.com, mdutra@htgc.com and jmiotti@htgc.com provided, that if e-mail is not available or sending such Financial Statements via e-mail is not possible, they shall be faxed to Agent at: (650) 473-9194, attention Account Manager: Finch Therapeutics Group, Inc..

Notwithstanding the foregoing, documents required to be delivered under Sections 7.1(a), (b), (c) or (f) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such materials are filed with the SEC.

7.2 Management Rights. Borrower shall permit any representative that Agent or the Lenders authorizes, including its attorneys and accountants, to inspect the Collateral and examine and make copies and abstracts of the books of account and records of Borrower at reasonable times and upon reasonable notice during normal business hours; provided, however, that so long as no Event of Default has occurred and is continuing, such examinations shall be limited to no more often than once per fiscal year. In addition, any such representative shall have the right to meet with management and officers of Borrower to discuss such books of account and records. In addition, Agent or the Lenders shall be entitled at reasonable times and intervals to consult with and advise the management and officers of Borrower concerning significant business issues affecting Borrower. Such consultations shall not unreasonably interfere with Borrower's business operations. The parties intend that the rights granted Agent and the Lenders shall constitute "management rights" within the meaning of 29 C.F.R. Section 2510.3-101(d)(3)(ii), but that any advice, recommendations or participation by Agent or the Lenders with respect to any business issues shall not be deemed to give Agent or the Lenders, nor be deemed an exercise by Agent or the Lenders of, control over Borrower's management or policies.

7.3 Further Assurances. Borrower shall from time to time execute, deliver and file, alone or with Agent, any financing statements, security agreements, collateral assignments, notices, control agreements, promissory notes or other documents to perfect, give the highest priority to Agent's Lien on the Collateral (subject to Permitted Liens) or otherwise evidence Agent's rights herein. Borrower shall from time to time procure any instruments or documents as may be reasonably requested by Agent, and take all further action that may be necessary, or that Agent may reasonably request, to perfect and protect the Liens granted hereby and thereby. In addition, and for such purposes only, Borrower hereby authorizes Agent to execute and deliver on behalf of Borrower and to file such financing statements (including an indication that the financing statement covers "all assets or all personal property" of Borrower in accordance with Section 9-504 of the UCC), collateral assignments, notices, control agreements, security agreements and other documents without the signature of Borrower either in Agent's name or in the name of Agent as agent and attorney-in-fact for Borrower. Borrower shall protect and defend Borrower's title to the Collateral and Agent's Lien thereon against all Persons claiming any interest adverse to Borrower or Agent other than Permitted Liens.

7.4 Indebtedness. Borrower shall not create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except for (a) the conversion of Indebtedness into equity securities and the payment of cash in lieu of fractional shares in connection with such conversion, (b) purchase money Indebtedness pursuant to its then applicable payment schedule, (c) prepayment by any Subsidiary of (i) inter-company Indebtedness owed by such Subsidiary to any Borrower, or (ii) if such Subsidiary is not a Borrower, intercompany Indebtedness owed by such Subsidiary to another Subsidiary that is not a Borrower, (d) Indebtedness owed under corporate credit cards constituting "Permitted Indebtedness" and prepaid in the ordinary course of business, (e) Borrower may settle, unwind or terminate any Permitted Equity Derivative Transaction in accordance with the terms of the agreement governing such Permitted Equity Derivative Transaction or (f) as otherwise permitted hereunder or approved in writing by Agent.

Notwithstanding anything to the contrary in the foregoing, the issuance of, performance of obligations under (including any payments of interest), and conversion, exchange, exercise, repurchase, redemption (including, for the avoidance of doubt, a required repurchase in connection with the redemption of Permitted Convertible Debt upon satisfaction of a condition related to the stock price of the Common Stock), settlement or early termination or cancellation of (whether in whole or in part and including by netting or set-off) (in each case, whether in cash, Common Stock, following a merger event or other change of the Common Stock, other securities or property), or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Convertible Debt shall not constitute a prepayment of Indebtedness by Borrower for the purposes of this Section 7.4; *provided* that principal payments in cash (other than cash in lieu of fractional shares) shall only be allowed if the Redemption Conditions are satisfied in respect of such payment and at all times after such payment; *provided further* that, to the extent the aggregate amount of cash payable upon conversion or payment of any Permitted Convertible Debt (excluding any required payment of interest with respect to such Permitted Convertible Debt and excluding any payment of cash in lieu of a fractional share due upon conversion thereof) exceeds the aggregate principal amount thereof, the payment of such excess cash shall not be permitted by the preceding sentence.

Notwithstanding the foregoing, Borrower may repurchase, exchange or induce the conversion of Permitted Convertible Debt by delivery of Common Stock (plus cash in lieu of a fractional share due upon conversion thereof) and/or a different series of Permitted Convertible Debt and/or by payment of cash (in an amount that does not exceed the proceeds received by Borrower from the substantially concurrent issuance of Common Stock and/or Permitted Convertible Debt minus the net cost of any Permitted Equity Derivative Transaction entered into in connection therewith plus the net cash proceeds, if any, received by Borrower pursuant to the related exercise or early unwind or termination of the related Permitted Bond Hedge Transactions and Permitted Warrant Transactions, if any, pursuant to the immediately following proviso); provided that, substantially concurrently with, or a commercially reasonable period of time before or after, the related settlement date for the Permitted Convertible Debt that is so repurchased, exchanged or converted, Borrower shall exercise or unwind or terminate early (whether in cash, shares or any combination thereof) the portion of the Permitted Bond Hedge Transactions and Permitted Warrant Transactions, if any, corresponding to such Permitted Convertible Debt that are so repurchased, exchanged or converted.

7.5 Collateral. Borrower shall at all times keep the Collateral, the Intellectual Property and all other property and assets used in Borrower's business or in which Borrower now or hereafter holds any interest free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give Agent prompt written notice of any legal process affecting the Collateral, the Intellectual Property, such other property and assets, or any Liens thereon, provided however, that the Collateral and such other property and assets may be subject to Permitted Liens except that there shall be no Liens whatsoever on Intellectual Property. Borrower shall not agree with any Person other than Agent or the Lenders not to encumber its property. Borrower shall not enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any Borrower to create, incur, assume or suffer to exist any Lien upon any of its property (including Intellectual Property), whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) this Agreement and the other Loan Documents, (b) any agreements governing any purchase money Liens or capital lease obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby) and (c) customary restrictions on the assignment of leases, licenses and other agreements. Borrower shall cause its Subsidiaries to protect and defend such Subsidiary's title to its assets from and against all Persons claiming any interest adverse to such Subsidiary, and Borrower shall cause its Subsidiaries at all times to keep such Subsidiary's property and assets free and clear from any legal process or Liens whatsoever (except for Permitted Liens, provided however, for the avoidance of doubt, that there shall be no Liens whatsoever on Intellectual Property), and shall give Agent prompt written notice of any legal process affecting such Subsidiary's assets.

7.6 Investments. Borrower shall not directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries to do so, other than Permitted Investments.

Notwithstanding the foregoing, and for the avoidance of doubt, this Section 7.6 shall not prohibit the conversion by holders of (including any payment upon conversion, whether in cash, Common Stock or a combination thereof), or required payment of any principal or premium on (including, for the avoidance of doubt, in respect of a required repurchase in connection with the redemption of Permitted Convertible Debt upon satisfaction of a condition related to the stock price of the Common Stock) or required payment of any interest with respect to, any Permitted Convertible Debt in each case, in accordance with the terms of the indenture governing such Permitted Convertible Debt; provided that principal payments in cash (other than cash in lieu of fractional shares) shall only be allowed if the Redemption Conditions are satisfied in respect of such payment and at all times after such payment; provided further that, to the extent the aggregate amount of cash payable upon conversion or payment of any Permitted Convertible Debt (excluding any required payment of interest with respect to such Permitted Convertible Debt and excluding any payment of cash in lieu of a fractional share due upon conversion thereof) exceeds the aggregate principal amount thereof, the payment of such excess cash shall not be permitted by the preceding sentence.

7.7 Distributions. Borrower shall not, and shall not allow any Subsidiary to, (a) repurchase or redeem any class of stock or other Equity Interest other than (i) pursuant to employee, director or consultant repurchase plans or other similar agreements, provided, however, in each case the repurchase or redemption price does not exceed the original consideration paid for such stock or Equity Interest, (ii) the conversion of any of Borrower's convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange therefor (plus cash in lieu of a fractional share due upon conversion thereof) and (iii) Borrower may enter into any

Permitted Equity Derivative Transaction in connection with the issuance of any Permitted Convertible Debt and may settle, unwind or terminate any Permitted Equity Derivative Transaction in accordance with the terms of the agreement governing such Permitted Equity Derivative Transaction, or (b) declare or pay any cash dividend or make any other cash distribution on any class of stock or other Equity Interest, except that (i) a Subsidiary may pay dividends or make other distributions to Borrower or any Subsidiary of Borrower, (ii) Borrower may make dividends payable in capital stock and (iii) Borrower may make cash payments in lieu of issuing fractional shares, or (c) lend money to any employees, officers or directors or guarantee the payment of any such loans granted by a third party in excess of One Hundred Thousand Dollars ($100,000) in the aggregate or (d) waive, release or forgive any Indebtedness owed by any employees, officers or directors in excess of One Hundred Thousand Dollars ($100,000) in the aggregate. Notwithstanding the foregoing, Borrower may redeem or repurchase stock and other Equity Interests and may declare and pay dividends and make distributions in any amount, so long as the Redemption Conditions (as applied to such redemption, repurchase, dividend or distribution) are satisfied.

Notwithstanding the foregoing, and for the avoidance of doubt, this Section 7.7 shall not prohibit the conversion by holders of (including any payment upon conversion, whether in cash, Common Stock or a combination thereof), or required payment of any principal or premium on (including, for the avoidance of doubt, in respect of a required repurchase in connection with the redemption of Permitted Convertible Debt upon satisfaction of a condition related to the stock price of the Common Stock) or required payment of any interest with respect to, any Permitted Convertible Debt in each case, in accordance with the terms of the indenture governing such Permitted Convertible Debt.

7.8 Transfers. Except for Permitted Transfers, Borrower shall not, and shall not allow any Subsidiary to, voluntarily or involuntarily transfer, sell, lease, license, lend or in any other manner convey ("Transfer") any equitable, beneficial or legal interest in any material portion of its assets.

7.9 Mergers and Consolidations. Borrower shall not merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization (other than mergers or consolidations of (a) a Subsidiary which is not a Borrower into another Subsidiary or into Borrower or (b) a Borrower into another Borrower).

7.10 Taxes. Borrower shall, and shall cause each of its Subsidiaries to, (i) pay when due all material Taxes now or hereafter imposed or assessed against Borrower or the Collateral or upon Borrower's ownership, possession, use, operation or disposition thereof or upon Borrower's rents, receipts or earnings arising therefrom and (ii) file on or before the due date therefor (taking into account proper extensions) all federal and state income Tax returns and other material Tax returns required to be filed, except, in each case, for any Taxes or Tax Returns relating to Taxes that are being contested by Borrower and/or its Subsidiaries in good faith and by appropriate proceedings diligently conducted, for which Borrower and its Subsidiaries maintain adequate reserves in accordance with GAAP.

7.11 Corporate Changes. Neither Borrower nor any Subsidiary shall change its corporate name, legal form or jurisdiction of formation without twenty (20) days' prior written notice to Agent. Neither Borrower nor any Subsidiary shall suffer a Change in Control. Neither Borrower nor any Subsidiary shall relocate its chief executive office or its principal place of business unless: (i) it has provided prior written notice to Agent; and (ii) such relocation shall be within the continental United States of America. Neither Borrower nor any Subsidiary shall relocate any item of Collateral (other than (x) sales of Inventory in the ordinary course of business, (y) relocations of Equipment having an aggregate value of up to Five Hundred Thousand Dollars ($500,000) in any fiscal year, and (z) relocations of Collateral from a location described on Exhibit B or the Perfection Certificate to another location described on Exhibit B or the Perfection Certificate) unless (i) it has provided prompt written notice to Agent, (ii) such relocation is within the continental United States of America (unless Agent otherwise consents in writing to locations outside the continental United States of America) and, (iii) if such relocation is to a third party bailee or landlord, Borrower uses commercially reasonable efforts to deliver a bailee or landlord agreement in form and substance reasonably acceptable to Agent within sixty (60) days following such relocation.

7.12 Deposit Accounts. Neither Borrower nor any Subsidiary shall maintain any Deposit Accounts, or accounts holding Investment Property, except with respect to which Agent has an Account Control Agreement, except for (i) Excluded Accounts and (ii) payment processor accounts (the "**Payment Processor Accounts**"), so long as all amounts in excess of Ten Thousand Dollars ($10,000) in such Payment Processor Accounts are, no less frequently than bi-monthly, transferred to Deposit Accounts, or accounts holding Investment Property, with respect to which Agent has an Account Control Agreement.

7.13 Borrower shall notify Agent of each Subsidiary formed or acquired subsequent to the Closing Date and, within twenty (20) days of formation or acquisition, shall cause any such Subsidiary to execute and deliver to Agent a Joinder Agreement.

7.14 Regulatory and Product Notices. The Borrower shall promptly (but in any event within five (5) Business Days) after the receipt or occurrence thereof notify Agent of:

(a) any written notice received by Borrower or its Subsidiaries alleging potential or actual material violations of any Public Health Law by Borrower or its Subsidiaries,

(b)any written notice that the FDA (or international equivalent) is limiting, suspending or revoking any Registration (including, but not limited to, by the issuance of a clinical hold),

(c)any written notice that Borrower or its Subsidiaries has become subject to any Regulatory Action,

(d)the exclusion or debarment from any governmental healthcare program or debarment or disqualification by FDA (or international equivalent) of Borrower or its Subsidiaries or its or their executive-level officers,

(e)any written notice that a Borrower or any Subsidiary is being investigated or is the subject of any allegation of potential or actual violations of any Federal Health Care Program Laws,

(f)any written notice that any product of Borrower or its Subsidiaries has been seized, withdrawn, recalled, detained, or subject to a suspension of manufacturing, or the commencement of any proceedings in the United States or any other jurisdiction seeking the withdrawal, recall, suspension, import detention, or seizure of any Borrower Product are pending or threatened in writing against Borrower or its Subsidiaries,

(g)changing the scope of marketing authorization or the labeling of the products to a material extent of Borrower and its Subsidiaries under any such Registration, or

(h)except, in each case of (a) through (g) above, where such action would reasonably be expected to have, either individually or in the aggregate, Material Regulatory Liabilities.

7.15 Notification of Event of Default. Borrower shall notify Agent promptly, but in any event within two (2) Business Days, after becoming aware of the occurrence of any Event of Default.

7.16 SBA Addendum. One or more affiliates of Agent have received a license from the U.S. Small Business Administration ("SBA") to extend loans as a small business investment company ("SBIC") pursuant to the Small Business Investment Act of 1958, as amended, and the associated regulations (collectively, the "SBIC Act"). Portions of the Loan to Borrower may be by a Lender that is a SBIC. Addendum 2 to this Agreement outlines various responsibilities of Agent, each Lender and Borrower associated with a loan made by a SBIC, and such Addendum 2 is hereby incorporated in this Agreement.

7.17 Use of Proceeds. Borrower agrees that the proceeds of the Loans shall be used solely to pay related fees and expenses in connection with this Agreement and for working capital and general corporate purposes. The proceeds of the Loans Credit will not be used in violation of Anti-Corruption Laws or applicable Sanctions.

7.18 Material Agreement. Borrower shall give prompt written notice to the Agent of entering into a Material Agreement or materially amending or terminating a Material Agreement; provided that any documents required to be delivered pursuant to this Section 7.18 (to the extent any such documents are included in materials otherwise filed with the SEC), shall be deemed to have been delivered on the date on which such materials are filed with the SEC so long as Borrower delivers an unredacted copy of such Material Agreement to Agent promptly upon Agent's request, in each case, to the extent permitted under any applicable non-disclosure or confidentiality agreements or obligations.

7.19 Compliance with Laws.

Borrower shall maintain, and shall cause its Subsidiaries to maintain, compliance in all material respects with all applicable laws, rules or regulations (including any law, rule or regulation with respect to the making or brokering of loans or financial accommodations), and shall, or cause its Subsidiaries to, obtain and maintain all required governmental authorizations, approvals, licenses, franchises, permits or registrations reasonably necessary in connection with the conduct of Borrower's business.

Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries permit any Affiliate under Borrower's direct or indirect control to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries, permit any Affiliate under Borrower's direct or indirect control to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects.

None of Borrower, any of its Subsidiaries or any of their respective directors, officers or employees, or to the knowledge of Borrower, any agent for Borrower or its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Loan, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

7.20 Minimum Cash.

(a)Beginning on the date when the aggregate outstanding amount of the Term Loan Advances first exceeds Twenty-Five Million Dollars ($25,000,000) and at all times thereafter, Borrower shall maintain Qualified Cash in an amount greater than or equal to Twelve Million Five Hundred Thousand Dollars ($12,500,000). Notwithstanding the foregoing, if Borrower's Market Capitalization for any day is greater than Four Hundred Million Dollars ($400,000,000) then for such day, the minimum Qualified Cash requirements of this Section 7.20(a) shall be waived.

(b)If Borrower makes a redemption or any other cash payment in respect of Permitted Convertible Debt, subject to satisfaction of the Redemption Conditions, Borrower shall, at all times thereafter, maintain Qualified Cash in the amount required by the defined term "Redemption Conditions".

7.21 Intellectual Property. Each Borrower shall (i) protect, defend and maintain the validity and enforceability of its Intellectual Property; (ii) promptly advise Agent in writing of material infringements of its Intellectual Property; and (iii) not allow any Intellectual Property material to Borrowers' business to be abandoned, forfeited or dedicated to the public without Agent's written consent.

7.22 Transactions with Affiliates. Borrower shall not and shall not permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction of any kind with any Affiliate of Borrower or such Subsidiary on terms that are less favorable to Borrower or such Subsidiary, as the case may be, than those that might be obtained in an arm's length transaction from a Person who is not an Affiliate of Borrower or such Subsidiary other than (i) Permitted Investments, (ii) reasonable and customary fees paid to members of the Board, (iii) board-approved compensation arrangements for officers and other employees, (iv) the Intercompany IP Rights Agreement and (v) transactions permitted hereunder between Borrowers.

SECTION 8. RIGHT TO INVEST

8.1 Borrower shall give timely prior written notice to Agent of each Subsequent Financing and shall use commercially reasonable efforts to permit Lenders or their assignee or nominee shall have the right, in its discretion, to participate in any Subsequent Financing in an amount of up to Five Million Dollars ($5,000,000) on the same terms, conditions and pricing afforded to others participating in any such Subsequent Financing. This Section 8.1, and all rights and obligations hereunder, shall terminate upon the earliest to occur of (a) termination of this Agreement or (b) such time that the Lenders or their permitted assignees or nominees have purchased Five Million Dollars ($5,000,000) of Borrower's Equity Interests in the aggregate in Subsequent Financings.

SECTION 9. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall be an Event of Default:

9.1 Payments. Borrower fails to pay any amount due under this Agreement or any of the other Loan Documents on the due date; provided, however, that an Event of Default shall not occur on account of a failure to pay due solely to an administrative or operational error of Agent or the Lenders or Borrower's bank if Borrower had the funds to make the payment when due and makes the payment within three (3) Business Days following Borrower's knowledge of such failure to pay; or

9.2 Covenants. Borrower breaches or defaults in the performance of any covenant or Secured Obligation under this Agreement, or any of the other Loan Documents or any other agreement among Borrower, Agent and the Lenders, and (a) with respect to a default under any covenant under this Agreement (other than under Sections 6, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.15, 7.16, 7.17, 7.19, 7.21, and 7.22), any other Loan Document, or any other agreement among Borrower, Agent and the Lenders, such default continues for more than fifteen (15) days after the earlier of the date on which (i) Agent or the Lenders has given notice of such default to Borrower and (ii) Borrower has actual knowledge of such default or (b) with respect to a default under any of Sections 6, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.15, 7.16, 7.17, 7.19, 7.21, and 7.22, the occurrence of such default; or

9.3 Material Adverse Effect. A circumstance has occurred that could reasonably be expected to have a Material Adverse Effect; or

9.4 Representations. Any representation or warranty made by Borrower in any Loan Document shall have been false or misleading in any material respect when made or when deemed made; or

9.5 Insolvency. Borrower (A) (i) shall make an assignment for the benefit of creditors; or (ii) shall be unable to pay its debts as they become due, or be unable to pay or perform under the Loan Documents, or shall become insolvent; or (iii) shall file a voluntary petition in bankruptcy; or (iv) shall file any petition, answer, or document seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation pertinent to such circumstances; or (v) shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Borrower or of all or any substantial part (i.e., 33-1/3% or more) of the assets or property of Borrower; or (vi) shall cease operations of its business as its business has normally been conducted, or terminate substantially all of its employees; or (vii) Borrower or its directors or majority shareholders shall take any action initiating any of the foregoing actions described in clauses (i) through (vi); or (B) either (i) forty-five (45) days shall have expired after the commencement of an involuntary action against Borrower seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, without such action being dismissed or all orders or proceedings thereunder affecting the operations or the business of Borrower being stayed; or (ii) a stay of any such order or proceedings shall thereafter be set aside and the action setting it aside shall not be timely appealed; or (iii) Borrower shall file any answer admitting or not contesting the material allegations of a petition filed against Borrower in any such proceedings; or (iv) the court in which such proceedings are pending shall enter a decree or order granting the relief sought in any such proceedings; or (v) forty-five (45) days shall have expired after the appointment, without the consent or acquiescence of Borrower, of any trustee, receiver or liquidator of Borrower or of all or any substantial part of the properties of Borrower without such appointment being vacated; or

9.6 Attachments; Judgments. Any portion of Borrower's assets is attached or seized, or a levy is filed against any such assets, or a judgment or judgments is/are entered for the payment of money (not covered by independent third party insurance as to which liability has not been rejected by such insurance carrier), individually or in the aggregate, of at least Five Hundred Thousand Dollars ($500,000) and such judgment remains unsatisfied, unvacated or unstayed for a period of thirty (30) days after the entry thereof, or Borrower is enjoined or in any way prevented by court order from conducting any part of its business; or

9.7 Other Obligations.

(a)The occurrence of any default (beyond any applicable grace or cure periods) which has resulted in a right by the holder of such Indebtedness, whether or not exercised to accelerate the maturity of such Indebtedness under any agreement or obligation of Borrower involving any Indebtedness in excess of Five Hundred Thousand Dollars ($500,000); provided that clause (a) shall not apply to (x) the satisfaction of a condition to conversion or exchange of any Permitted Convertible Debt or any settlement of any such conversion or exchange thereof permitted hereunder and (y) the occurrence of any early termination event under any Permitted Equity Derivative (to the extent constituting Indebtedness) so long as any such termination may be settled at the option of Borrower in its Equity Interests; or

(b)The occurrence of any default (beyond any applicable grace or cure periods) under (a) the Takeda Agreement that permits the counterparty thereto to terminate such agreement and the counterparty so terminates, or (b) any Material Agreement (i) if a Material Adverse Effect could reasonably be expected to result from such default, (ii) that permits the counterparty thereto to terminate such Material Agreement or (iii) accelerate payments in excess of Five Hundred Thousand Dollars ($500,000) owed thereunder and the counterparty thereto so accelerates.

SECTION 10. REMEDIES

10.1 General. Upon the occurrence and during the continuance of any one or more Events of Default, Agent may, and at the direction of the Required Lenders shall, accelerate and demand payment of all or any part of the Secured Obligations together with a Prepayment Charge and declare them to be immediately due and payable (provided, that upon the occurrence of an Event of Default of the type described in Section 9.5, all of the Secured Obligations (including, without limitation, the Prepayment Charge and the End of Term Charge) shall automatically be accelerated and made due and payable, in each case without any further notice or act). Borrower hereby irrevocably appoints Agent as its lawful attorney-in-fact to, exercisable following the occurrence and during the continuance of an Event of Default, (i) sign Borrower's name on any invoice or bill of lading for any account or drafts against account debtors; (ii) demand, collect, sue, and give releases to any account debtor for monies due, settle and adjust disputes and claims about the accounts directly with account debtors, and compromise, prosecute, or defend any action, claim, case, or proceeding about any Collateral (including filing a claim or voting a claim in any bankruptcy case in Agent's or Borrower's name, as Agent may elect); (iii) make, settle, and adjust all claims under Borrower's insurance policies; (iv) pay, contest or settle any Lien, charge, encumbrance, security interest, or other claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (v) transfer the Collateral into the name of Agent or a third party as the UCC permits; (vi) receive, open and dispose of mail addressed to Borrower; (vii) endorse Borrower's name on any checks, payment instruments, or other forms of payment or security; and (viii) notify all account debtors to pay Agent directly. Borrower hereby appoints Agent as its lawful attorney-in-fact to sign Borrower's name on any documents necessary to perfect or continue the perfection of Agent's security interest in the Collateral regardless of whether an Event of Default has occurred until all Secured Obligations have been satisfied in full and the Loan Documents have been terminated. Agent's foregoing appointment as Borrower's attorney in fact, and all of Agent's rights and powers, coupled with an interest, are irrevocable until all Secured Obligations have been fully repaid and performed and the Loan Documents have been terminated. Upon the occurrence and during the continuance of an Event of Default, Agent may, and at the direction of the Required Lenders shall, exercise all rights and remedies with respect to the Collateral under the Loan Documents or otherwise available to it under the UCC and other applicable law, including the right to release, hold, sell, lease, liquidate, collect, realize upon, or otherwise dispose of all or any part of the Collateral and the right to occupy, utilize, process and commingle the Collateral. All Agent's rights and remedies shall be cumulative and not exclusive.

10.2 Collection; Foreclosure. Upon the occurrence and during the continuance of any Event of Default, Agent may, and at the direction of the Required Lenders shall, at any time or from time to time, apply, collect, liquidate, sell in one or more sales, lease or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as Agent may elect. Any such sale may be made either at public or private sale at its place of business or elsewhere. Borrower agrees that any such public or private sale may occur upon ten (10) calendar days' prior written notice to Borrower. Agent may require Borrower to assemble the Collateral and make it available to Agent at a place designated by Agent that is reasonably convenient to Agent and Borrower. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by Agent in the following order of priorities:

First, to Agent and the Lenders in an amount sufficient to pay in full Agent's and the Lenders' reasonable costs and professionals' and advisors' fees and expenses as described in Section 11.12;

Second, to the Lenders in an amount equal to the then unpaid amount of the Secured Obligations (including principal, interest, and the Default Rate interest), in such order and priority as Agent may choose in its sole discretion; and

Finally, after the full and final payment in Cash of all of the Secured Obligations (other than inchoate obligations), to any creditor holding a junior Lien on the Collateral, or to Borrower or its representatives or as a court of competent jurisdiction may direct.

Agent shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under the UCC.

10.3 No Waiver. Agent shall be under no obligation to marshal any of the Collateral for the benefit of Borrower or any other Person, and Borrower expressly waives all rights, if any, to require Agent to marshal any Collateral.

10.4 Cumulative Remedies. The rights, powers and remedies of Agent hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of Agent.

SECTION 11. MISCELLANEOUS

11.1 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.2 Notice. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication (including the delivery of Financial Statements) that is required, contemplated, or permitted under the Loan Documents or with respect to the subject matter hereof shall be in writing, and shall be deemed to have been validly served, given, delivered, and received upon the earlier of: (i) the day of transmission by electronic mail or hand delivery or delivery by an overnight express service or overnight mail delivery service; or (ii) the third calendar day after deposit in the United States of America mails, with proper first class postage prepaid, in each case addressed to the party to be notified as follows:

(a)If to Agent:

HERCULES CAPITAL, INC.
Legal Department
Attention: Chief Legal Officer, Mike Dutra and John Miotti
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
email: legal@htgc.com, mdutra@htgc.com and jmiotti@htgc.com
Telephone: 650-289-3060

(b)If to the Lenders:

Hercules Capital, Inc.
Legal Department
Attention: Chief Legal Officer, Mike Dutra and John Miotti
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
email: legal@htgc.com, mdutra@htgc.com and jmiotti@htgc.com
Telephone: 650-289-3060

(c)If to Borrower:

Finch Therapeutics Group, Inc.
200 Inner Belt Road
Suite 400
Somerville, Massachusetts 02143
Attention: Joseph Vittiglio, Chief Business and Legal Officer
email: jvittiglio@finchtherapeutics.com
Telephone: 781-742-5174

or to such other address as each party may designate for itself by like notice.

11.3 Entire Agreement; Amendments.

(a)This Agreement and the other Loan Documents constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof, and supersede and replace in their entirety any prior proposals, term sheets, non-disclosure or confidentiality agreements, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof or thereof (including Agent's proposal letter dated February 1, 2022 (as amended) and the Non-Disclosure Agreement).

(b)Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 11.3(b). The Required Lenders and Borrower party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Agent and the Borrower party to the relevant Loan Document may, from time to time, (i) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Borrower hereunder or thereunder or (ii) waive, on such terms and conditions as the Required Lenders or the Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (A) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest (or fee payable hereunder) or extend the scheduled date of any payment thereof, in each case without the written consent of each Lender directly affected thereby; (B) eliminate or reduce the voting rights of any Lender under this Section 11.3(b) without the written consent of such Lender; (C) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release a Borrower from its obligations under the Loan Documents, in each case without the written consent of all Lenders; or (D) amend, modify or waive any provision of Section 11.18 or Addendum 3 without the written consent of the Agent. Any such waiver and any such amendment, supplement or modification shall apply equally to each Lender and shall be binding upon Borrower, the Lender, the Agent and all future holders of the Loans.

11.4 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.5 No Waiver. The powers conferred upon Agent and the Lenders by this Agreement are solely to protect its rights hereunder and under the other Loan Documents and its interest in the Collateral and shall not impose any duty upon Agent or the Lenders to exercise any such powers. No omission or delay by Agent or the Lenders at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Borrower at any time designated, shall be a waiver of any such right or remedy to which Agent or the Lenders is entitled, nor shall it in any way affect the right of Agent or the Lenders to enforce such provisions thereafter.

11.6 Survival. All agreements, representations and warranties contained in this Agreement and the other Loan Documents or in any document delivered pursuant hereto or thereto shall be for the benefit of Agent and the Lenders and shall survive the execution and delivery of this Agreement. Sections 6.3, 11.9, 11.11, 11.14, 11.15 and 11.17 shall survive the termination of this Agreement.

11.7 Successors and Assigns. The provisions of this Agreement and the other Loan Documents shall inure to the benefit of and be binding on Borrower and its permitted assigns (if any). Borrower shall not assign its obligations under this Agreement or any of the other Loan Documents without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent and the Lenders may assign, transfer, or endorse its rights hereunder and under the other Loan Documents without prior notice to Borrower, and all of such rights shall inure to the benefit of Agent's and the Lenders' successors and assigns; provided that as long as no Event of Default has occurred and is continuing, neither Agent nor any Lender may assign, transfer or endorse its rights hereunder or under the Loan Documents to any party that is a direct competitor of Borrower (as reasonably determined by Agent), it being acknowledged that in all cases, any transfer to an Affiliate of any Lender or Agent shall be allowed. Notwithstanding the foregoing, (x) in connection with any assignment by a Lender as a result of a forced divestiture at the request of any regulatory agency, the restrictions set forth herein shall not apply and Agent and the Lenders may assign, transfer or indorse its rights hereunder and under the other Loan Documents to any Person or party and (y) in connection with a Lender's own financing or securitization transactions, the restrictions set forth herein shall not apply and Agent and the Lenders may assign, transfer or indorse its rights hereunder and under the other Loan Documents to any Person or party providing such financing or formed to undertake such securitization transaction and any transferee of such Person or party upon the occurrence of a default, event of default or similar occurrence with respect to such financing or securitization transaction; provided that no such sale, transfer, pledge or assignment under this clause (y) shall release such Lender from any of its obligations hereunder or substitute any such Person or party for such Lender as a party hereto until Agent shall have received and accepted an effective assignment agreement from such Person or party in form satisfactory to Agent executed, delivered and fully completed by the applicable parties thereto, and shall have received such other information regarding such assignee as Agent reasonably shall require. The Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in the United States a register for the recordation of the names and addresses of the Lender(s), and the Term Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Agent and the Lender(s) shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

11.8 Participations. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register. Borrower agrees that each participant shall be entitled to the benefits of the provisions in Addendum 1 attached hereto (subject to the requirements and limitations therein, including the requirements under Section 7 of Addendum 1 attached hereto (it being understood that the documentation required under Section 7 of Addendum 1 attached hereto shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.7; provided that such participant shall not be entitled to receive any greater payment under Addendum 1 attached hereto, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the participant acquired the applicable participation.

11.9 Governing Law. This Agreement and the other Loan Documents have been negotiated and delivered to Agent and the Lenders in the State of California, and shall have been accepted by Agent and the Lenders in the State of California. Payment to Agent and the Lenders by Borrower of the Secured Obligations is due in the State of California. This Agreement and the other Loan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

11.10 Consent to Jurisdiction and Venue. All judicial proceedings (to the extent that the reference requirement of Section 11.11 is not applicable) arising in or under or related to this Agreement or any of the other Loan Documents may be brought in any state or federal court located in the State of California. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to nonexclusive personal jurisdiction in Santa Clara County, State of California; (b) waives any objection as to jurisdiction or venue in Santa Clara County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement or the other Loan Documents. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in Section 11.2, and shall be deemed effective and received as set forth in Section 11.2. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

11.11 Mutual Waiver of Jury Trial / Judicial Reference.

(a)Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert Person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. EACH OF BORROWER, AGENT AND THE LENDERS SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY BORROWER AGAINST AGENT, THE LENDERS OR THEIR RESPECTIVE ASSIGNEE OR BY AGENT, THE LENDERS OR THEIR RESPECTIVE ASSIGNEE AGAINST BORROWER. This waiver extends to all such Claims, including Claims that involve Persons other than Agent, Borrower and the Lenders; Claims that arise out of or are in any way connected to the relationship among Borrower, Agent and the Lenders; and any Claims for damages, breach of contract, tort, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement, any other Loan Document.

(b)If the waiver of jury trial set forth in Section 11.11(a) is ineffective or unenforceable, the parties agree that all Claims shall be resolved by reference to a private judge sitting without a jury, pursuant to Code of Civil Procedure Section 638, before a mutually acceptable referee or, if the parties cannot agree, a referee selected by the Presiding Judge of the Santa Clara County, California. Such proceeding shall be conducted in Santa Clara County, California, with California rules of evidence and discovery applicable to such proceeding.

(c)In the event Claims are to be resolved by judicial reference, either party may seek from a court identified in Section 11.10, any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by law notwithstanding that all Claims are otherwise subject to resolution by judicial reference.

11.12 Professional Fees. Borrower promises to pay Agent's and the Lenders' reasonable and documented out-of-pocket fees and expenses necessary to finalize the loan documentation, including but not limited to reasonable and documented attorneys' fees, UCC searches, filing costs, and other miscellaneous expenses. In addition, Borrower promises to pay any and all reasonable and documented attorneys' and other professionals' fees and expenses incurred by Agent and the Lenders after the Closing Date in connection with or related to: (a) the Loan; (b) the administration, collection, or enforcement of the Loan; (c) the amendment or modification of the Loan Documents; (d) any waiver, consent, release, or termination under the Loan Documents; (e) the protection, preservation, audit, field exam, sale, lease, liquidation, or disposition of Collateral or the exercise of remedies with respect to the Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to Borrower or the Collateral, and any appeal or review thereof; and (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to Borrower, the Collateral, the Loan Documents, including representing Agent or the Lenders in any adversary proceeding or contested matter commenced or continued by or on behalf of Borrower's estate, and any appeal or review thereof.

11.13 Confidentiality. Agent and the Lenders acknowledge that certain items of Collateral and information provided to Agent and the Lenders by Borrower are confidential and proprietary information of Borrower, if and to the extent such information either (x) is marked as confidential by Borrower at the time of disclosure, or (y) should reasonably be understood to be confidential (the "Confidential Information"). Accordingly, Agent and the Lenders agree that any Confidential Information it may obtain in the course of acquiring, administering, or perfecting Agent's security interest in the Collateral shall not be disclosed to any other Person or entity in any manner whatsoever, in whole or in part, without the prior written consent of Borrower, except that Agent and the Lenders may disclose any such information: (a) to its Affiliates and its partners, investors, lenders, directors, officers, employees, agents, advisors, counsel, accountants, counsel, representative and other professional advisors if Agent or the Lenders in their sole discretion determines that any such party should have access to such information in connection with such party's responsibilities in connection with the Loan or this Agreement and, provided that such recipient of such Confidential Information either (i) agrees to be bound by the confidentiality provisions of this paragraph or (ii) is otherwise subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (b) if such information is generally available to the public at the time it was disclosed or to the extent such information becomes publicly available other than as a result of a breach of this Section or becomes available to Agent or any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower; (c) if required or appropriate in any report, statement or testimony submitted to any governmental authority having or claiming to have jurisdiction over Agent or the Lenders and any rating agency; (d) if required or appropriate in response to any summons or subpoena or in connection with any litigation, to the extent permitted or deemed advisable by Agent's or the Lenders' counsel; (e) to comply with any legal requirement or law applicable to Agent or the Lenders or demanded by any governmental authority; (f) to the extent reasonably necessary in connection with the exercise of, or preparing to exercise, or the enforcement of, or preparing to enforce, any right or remedy under any Loan Document (including Agent's sale, lease, or other disposition of Collateral after default), or any action or proceeding relating to any Loan Document; (g) to any participant or assignee of Agent or the Lenders or any prospective participant or assignee, provided, that such participant or assignee or prospective participant or assignee is subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (h) to any investor or potential investor (and each of their respective Affiliates or clients) in the Agent or the Lenders (or each of their respective Affiliates); provided that such investor, potential investor, Affiliate or client is subject to confidentiality obligations with respect to the Confidential Information; (i) otherwise to the extent consisting of general portfolio information that does not identify Borrower; or (j) otherwise with the prior consent of Borrower; provided, that any disclosure made in violation of this Agreement shall not affect the obligations of Borrower or any of its Affiliates or any guarantor under this Agreement or the other Loan Documents. Agent's and the Lenders' obligations under this Section 11.13 shall supersede all of their respective obligations under the Non-Disclosure Agreement.

11.14 Assignment of Rights. Borrower acknowledges and understands that Agent or the Lenders may, subject to Section 11.7, sell and assign all or part of its interest hereunder and under the Loan Documents to any Person or entity (an "Assignee"). After such assignment the term "Agent" or "Lender" as used in the Loan Documents shall mean and include such Assignee, and such Assignee shall be vested with all rights, powers and remedies of Agent and the Lenders hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Agent and the Lenders shall retain all rights, powers and remedies hereby given. No such assignment by Agent or the Lenders shall relieve Borrower of any of its obligations hereunder. the Lenders agrees that in the event of any transfer by it of the promissory note(s) (if any), it will endorse thereon a notation as to the portion of the principal of the promissory note(s), which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

11.15 Revival of Secured Obligations. This Agreement and the Loan Documents shall remain in full force and effect and continue to be effective if any petition is filed by or against Borrower for liquidation or reorganization, if Borrower becomes insolvent or makes an assignment for the benefit of creditors, if a receiver or trustee is appointed for all or any significant part of Borrower's assets, or if any payment or transfer of Collateral is recovered from Agent or the Lenders. The Loan Documents and the Secured Obligations and Collateral security shall continue to be effective, or shall be revived or reinstated, as the case may be, if at any time payment and performance of the Secured Obligations or any transfer of Collateral to Agent, or any part thereof is rescinded, avoided or avoidable, reduced in amount, or must otherwise be restored or returned by, or is recovered from, Agent, the Lenders or by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment, performance, or transfer of Collateral had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, avoided, avoidable, restored, returned, or recovered, the Loan Documents and the Secured Obligations shall be deemed, without any further action or documentation, to have been revived and reinstated except to the extent of the full, final, and indefeasible payment to Agent or the Lenders in Cash.

11.16 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

11.17 No Third Party Beneficiaries. No provisions of the Loan Documents are intended, nor will be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than Agent, the Lenders and Borrower unless specifically provided otherwise herein, and, except as otherwise so provided, all provisions of the Loan Documents will be personal and solely among Agent, the Lenders and the Borrower.

11.18 Agency. Agent and each Lender hereby agree to the terms and conditions set forth on Addendum 3 attached hereto. Borrower acknowledges and agrees to the terms and conditions set forth on Addendum 3 attached hereto.

11.19 Publicity. None of the parties hereto nor any of its respective member businesses and Affiliates shall, without the other parties' prior written consent (which shall not be unreasonably withheld or delayed), publicize or use (a) the other party's name (including a brief description of the relationship among the parties hereto), logo or hyperlink to such other parties' web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "Publicity Materials"); (b) the names of officers of such other parties in the Publicity Materials; and (c) such other parties' name, trademarks, servicemarks in any news or press release concerning such party; provided however, notwithstanding anything to the contrary herein, no such consent shall be required (i) to the extent necessary to comply with the requests of any regulators, legal requirements or laws applicable to such party, pursuant to any listing agreement with any national securities exchange (so long as such party provides prior notice to the other party hereto to the extent reasonably practicable) and (ii) to comply with Section 11.13.

11.20 Multiple Borrowers. Each Borrower hereby agrees to the terms and conditions set forth on Addendum 4 attached hereto.

11.21 Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, Borrower, Agent and the Lenders have duly executed and delivered this Loan and Security Agreement as of the day and year first above written.

BORROWER:

FINCH THERAPEUTICS GROUP, INC.

Signature: /s/ Mark Smith

Print Name: Mark Smith

Title: Chief Executive Officer

FINCH THERAPEUTICS, INC.

Signature: /s/ Marc Blaustein

Print Name: Marc Blaustein

Title: Vice President & Treasurer

FINCH THERAPEUTICS HOLDINGS LLC

Signature: /s/ Marc Blaustein

Print Name: Marc Blaustein

Title: Vice President

FINCH RESEARCH AND DEVELOPMENT LLC

Signature: /s/ Marc Blaustein

Print Name: Marc Blaustein

Title: Vice President & Treasurer

Accepted in Palo Alto, California:

AGENT:

HERCULES CAPITAL, INC.

Signature: /s/ Jennifer Choe

Print Name: Jennifer Choe

Title: Associate General Counsel

LENDERS:

HERCULES CAPITAL, INC.

Signature: /s/ Jennifer Choe__________

Print Name: Jennifer Choe_____________

Title: Associate General Counsel_

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Attachment to Advance Request

Exhibit B: Name, Locations, and Other Information for Borrower

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Exhibit G: [Reserved.]

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Exhibit I: [Reserved.]

Exhibit J-1: Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Exhibit J-2: Form of U.S. Tax Compliance Certificate (For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Exhibit J-3: Form of U.S. Tax Compliance Certificate (For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Exhibit J-4: Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

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ADDENDUM 1 to LOAN AND SECURITY AGREEMENT

TAXES; INCREASED COSTS

1.**Defined Terms**. For purposes of this Addendum 1:

a.“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

b.“**Excluded Taxes**” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (A) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (B) that are Other Connection Taxes, (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Term Commitment pursuant to a law in effect on the date on which (A) such Lender acquires such interest in the Loan or Term Commitment or (B) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2 or Section 4 of this Addendum 1, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (iii) Taxes attributable to such Recipient’s failure to comply with Section 7 of this Addendum 1 and (iv) any withholding Taxes imposed under FATCA.

c.“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among governmental authorities and implementing such Sections of the Code.

d.“**Foreign Lender**” means a Lender that is not a U.S. Person.

e.“**Indemnified Taxes**” means (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (ii) to the extent not otherwise described in clause (i), Other Taxes.

f.“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

g.“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

h.“**Recipient**” means the Agent or any Lender, as applicable.

i.“**Withholding Agent**” means the Borrower and the Agent.

2.**Payments Free of Taxes**. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2 or Section 4 of this Addendum 1) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

3.**Payment of Other Taxes by Borrower**. The Borrower shall timely pay to the relevant governmental authority in accordance with applicable law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

4.**Indemnification by Borrower**. The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under Section 2 of this Addendum 1 or this Section 4) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

5.**Indemnification by the Lenders**. Each Lender shall severally indemnify the Agent, within 10 days after demand therefor, for (a) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (b) any Taxes attributable to such Lender’s failure to comply with the provisions of Section 11.8 of the Agreement relating to the maintenance of a Participant Register and (c) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this Section 5.

6.**Evidence of Payments**. As soon as practicable after any payment of Taxes by the Borrower to a governmental authority pursuant to the provisions of this Addendum 1, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such governmental authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

7.**Status of Lenders**.

a.Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 7(b)(i), 7(b)(ii) and 7(b)(iv) of this Addendum 1) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

b.Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

i.any Lender that is a U.S. Person shall deliver to the Borrower and the Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

ii.any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), whichever of the following is applicable:

A.in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

B.executed copies of IRS Form W-8ECI;

C.in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit J-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

D.to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-2 or Exhibit J-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-4 on behalf of each such direct and indirect partner;

iii.any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Agent to determine the withholding or deduction required to be made; and

iv.if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement; and

v.to the extent legally permissible, at the time or times reasonably requested by the Borrower, the Agent shall (1) if the Agent is a U.S. Person, deliver an IRS Form W-9 to the Borrower, or (2) if the Agent is not a U.S. Person, deliver the applicable IRS Form W-8 certifying Agent's exemption from, or reduction of, U.S. withholding taxes with respect to amounts payable hereunder to the Agent.

c.Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Agent in writing of its legal inability to do so.

8.**Treatment of Certain Refunds**. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to the provisions of this Addendum 1 (including by the payment of additional amounts pursuant to the provisions of this Addendum 1), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under the provisions of this Addendum 1 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant governmental authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 8 (plus any penalties, interest or other charges imposed by the relevant governmental authority) in the event that such indemnified party is required to repay such refund to such governmental authority. Notwithstanding anything to the contrary in this Section 8, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 8 the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 8 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

9.**Increased Costs**. If any change in applicable law shall subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, and the result shall be to increase the cost to such Recipient of making, converting to, continuing or maintaining any Term Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Recipient (whether of principal, interest or any other amount), then, upon the request of such Recipient, the Borrower will pay to such Recipient such additional amount or amounts as will compensate such Recipient for such additional costs incurred or reduction suffered.

10.**Designation of a Different Lending Office**. If any Lender requires the Borrower to pay any Indemnified Taxes or additional amounts pursuant to this Addendum, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its branches, offices, or affiliates, if, in the judgment of such Lender, such designation or assignment: (i) would eliminate or reduce amounts payable pursuant to this Addendum in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with such designation or assignment.

11.**Survival**. Each party's obligations under the provisions of this Addendum 1 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Term Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

ADDENDUM 2 to LOAN AND SECURITY AGREEMENT

SBIC

(a)*Borrower's Business*. For purposes of this Addendum 2, Borrower shall be deemed to include its "affiliates" as defined in Title 13 Code of Federal Regulations Section 121.103. Borrower represents and warrants to Agent and Lenders as of each SBA Funding Date and covenants to Agent and Lenders for a period of one year after each SBA Funding Date or for such longer period as set forth below with respect to subsections 2, 3, 4, 5, 6 and 7 below, as follows:

1.Size Status. Borrower's primary NAICS code is 325414 and has less than 1250 employees in the aggregate;

2.No Relender. Borrower's primary business activity does not involve, directly or indirectly, providing funds to others, purchasing debt obligations, factoring, or long-term leasing of equipment with no provision for maintenance or repair;

3.No Passive Business. Borrower is engaged in a regular and continuous business operation (excluding the mere receipt of payments such as dividends, rents, lease payments, or royalties). Borrower's employees are carrying on the majority of day to day operations. Borrower will not pass through substantially all of the proceeds of the Loan to another entity;

4.No Real Estate Business. Borrower is not classified under North American Industry Classification System (NAICS) codes 531110 (lessors of residential buildings and dwellings), 531120 (lessors of nonresidential buildings except miniwarehouses), 531190 (lessors of other real estate property), 237210 (land subdivision), or 236117 (new housing for-sale builders). Borrower is not classified under NAICS codes 236118 (residential remodelers), 236210 (industrial building construction), or 236220 (commercial and institutional building construction), if Borrower is primarily engaged in construction or renovation of properties on its own account rather than as a hired contractor. Borrower is not classified under NAICS codes 531210 (offices of real estate agents and brokers), 531311 (residential property managers), 531312 (nonresidential property managers), 531320 (offices of real estate appraisers), or 531390 (other activities related to real estate), unless it derives at least 80 percent of its revenue from non-Affiliate sources. The proceeds of the Loan will not be used to acquire or refinance real property unless Borrower (x) is acquiring an existing property and will use at least 51 percent of the usable square footage for its business purposes; (y) is building or renovating a building and will use at least 67 percent of the usable square footage for its business purposes; or (z) occupies the subject property and uses at least 67 percent of the usable square footage for its business purposes.

5.No Project Finance. Borrower's assets are not intended to be reduced or consumed, generally without replacement, as the life of its business progresses, and the nature of Borrower's business does not require that a stream of cash payments be made to the business's financing sources, on a basis associated with the continuing sale of assets (e.g., real estate development projects and oil and gas wells). The primary purpose of the Loan is not to fund production of a single item or defined limited number of items, generally over a defined production period, where such production will constitute the majority of the activities of Borrower (e.g., motion pictures and electric generating plants).

6.No Farm Land Purchases. Borrower will not use the proceeds of the Loan to acquire farm land which is or is intended to be used for agricultural or forestry purposes, such as the production of food, fiber, or wood, or is so taxed or zoned.

7.No Foreign Investment. The proceeds of the Loan will not be used substantially for a foreign operation. Borrower will not have, on or within one year after each SBA Funding Date and each other Loan provided by a Lender that is an SBIC more than 49 percent of its employees or tangible assets located outside the United States of America.

(b)*Small Business Administration Documentation*. Agent and the Lenders acknowledge that Borrower completed, executed and delivered to Agent prior to each SBA Funding Date SBA Forms 480, 652 and 1031 (Parts A and B) together with a business plan showing Borrower's financial projections (including balance sheets and income and cash flows statements) for the period described therein and a written statement (whether included in the purchase agreement or pursuant to a separate statement) from Agent regarding its intended use of proceeds from the sale of securities to the Lenders (the "Use of Proceeds Statement"). Borrower represents and warrants to Agent and the Lenders that the information regarding Borrower and its affiliates set forth in the SBA Form 480, Form 652 and Form 1031 and the Use of Proceeds Statement delivered as of each SBA Funding Date is accurate and complete.

(c)*Inspection*. The following covenants contained in this Section (c) are intended to supplement and not to restrict the related provisions of the Loan Documents. Subject to the preceding sentence, Borrower will permit, for so long as Lenders hold any debt or equity securities of Borrower, Agent, Lenders or their representative, at Agent's or Lenders' expense, and examiners of the SBA to visit and inspect the properties and assets of Borrower, to examine its books of account and records, and to discuss Borrower's affairs, finances and accounts with Borrower's officers, senior management and accountants, all at such reasonable times as may be requested by Agent or Lenders or the SBA.

(d)*Annual Assessment*. Upon request of Agent or Lender, promptly after the end of each calendar year (but in any event prior to February 28 of each year) and at such other times as may be reasonably requested by Agent or Lenders, Borrower will deliver to Agent a written assessment of the economic impact of Lenders' investment in Borrower, specifying the full-time equivalent jobs created or retained in connection with the investment, the impact of the investment on the businesses of Borrower in terms of expanded revenue and taxes, other economic benefits resulting from the investment (such as technology development or commercialization, minority business development, or expansion of exports) and such other information as may be required regarding Borrower in connection with the filing of Lenders' SBA Form 468. Lenders will assist Borrower with preparing such assessment. In addition to any other rights granted hereunder, Borrower will grant Agent and Lenders and the SBA access to Borrower's books and records for the purpose of verifying the use of such proceeds. Borrower also will furnish or cause to be furnished to Agent and Lenders such other information regarding the business, affairs and condition of Borrower as

Agent or the Lenders may from time to time reasonably request, and such information shall be certified by the President, Chief Executive Officer, Chief Financial Officer or Chief Business and Legal Officer (or similar officer) of Borrower to the extent requested by Agent or Lender for compliance with the SBIC Act.

(e) *Use of Proceeds.* Borrower will use the proceeds from the Loan only for purposes set forth in Section 7.17. Borrower will deliver to Agent from time to time promptly following Agent's request, a written report, certified as correct by Borrower's Chief Financial Officer (or similar officer), verifying the purposes and amounts for which proceeds from the Loan have been disbursed. Borrower will supply to Agent such additional information and documents as Agent reasonably requests with respect to its use of proceeds and will, to the extent required by Section 7.2, permit Agent and Lenders and the SBA to have access to any and all Borrower records and information and personnel as Agent deems necessary to verify how such proceeds have been or are being used, and to assure that the proceeds have been used for the purposes specified in Section 7.17.

(f) *Activities and Proceeds*. Neither Borrower nor any of its affiliates (if any) will engage in any activities or use directly or indirectly the proceeds from the Loan for any purpose for which a small business investment company is prohibited from providing funds by the SBIC Act, including 13 C.F.R. §107.720. Borrower shall not, nor shall it cause or permit any of its subsidiaries to, without obtaining the prior written approval of Agent, change Borrower's or any such subsidiary's business activities from that conducted on the date hereof to a business activity from which a small business investment company is prohibited from providing funds by the SBIC Act. Borrower agrees that any such change in its or any such subsidiary's business activities without such prior written consent of Agent shall constitute a material breach of the obligations of the Borrower under this Addendum 2.

(g) *Compliance and Resolution.* Borrower agrees that a failure to comply with Borrower's obligations under this Addendum, or any other set of facts or circumstances where it has been asserted by any governmental regulatory agency (or Agent or the Lenders believes that there is a substantial risk of such assertion) that Agent, the Lenders and their affiliates are not entitled to hold, or exercise any significant right with respect to, any securities issued to Lenders by Borrower, will constitute a breach of the obligations of Borrower under the financing agreements among Borrower, Agent and Lenders. In the event of (i) a failure to comply with Borrower's obligations under this Addendum; or (ii) an assertion by any governmental regulatory agency (or Agent or Lenders believe that there is a substantial risk of such assertion) of a failure to comply with Borrower's obligations under this Addendum, then (iii) Agent, Lenders and Borrower will meet and resolve any such issue in good faith to the satisfaction of Borrower, Agent, Lenders, and any governmental regulatory agency, and (iv) upon request of the Lenders or Agent, Borrower will cooperate and assist with any assignment of the financing agreements among any Lender and Hercules Capital, Inc.

ADDENDUM 3 to LOAN AND SECURITY AGREEMENT

Agent and Lender Terms

(a)Each Lender hereby irrevocably appoints Hercules Capital, Inc. to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

(b)Each Lender agrees to indemnify the Agent in its capacity as such (to the extent not reimbursed by Borrower and without limiting the obligation of Borrower to do so), according to its respective Term Commitment percentages (based upon the total outstanding Term Loan Commitments) in effect on the date on which indemnification is sought under this Addendum 3, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

(c)Agent in Its Individual Capacity. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each such Person serving as Agent hereunder in its individual capacity.

(d)Exculpatory Provisions. The Agent shall have no duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agent shall not:

(i)be subject to any fiduciary or other implied duties, regardless of whether any default or any Event of Default has occurred and is continuing;

(ii)have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agent is required to exercise as directed in writing by the Lenders, provided that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or applicable law; and

(iii)except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and the Agent shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by any Person serving as the Agent or any of its Affiliates in any capacity.

(e)The Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Lenders or as the Agent shall believe in good faith shall be necessary, under the circumstances or (ii) in the absence of its own gross negligence or willful misconduct.

(f)The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent. Reliance by Agent. Agent may rely, and shall be fully protected in acting, or refraining to act, upon, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, bond or other paper or document that it has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies and telexes, to have been sent by the proper party or parties. In the absence of its gross negligence or willful misconduct, Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to Agent and conforming to the requirements of this Agreement or any of the other Loan Documents. Agent may consult with counsel, and any opinion or legal advice of such counsel shall be full and complete authorization and protection in respect of any action taken, not taken or suffered by Agent hereunder or under any Loan Documents in accordance therewith. Agent shall have the right at any time to seek instructions concerning the administration of the Collateral from any court of competent jurisdiction. Agent shall not be under any obligation to exercise any of the rights or powers granted to Agent by this Agreement and the other Loan Documents at the request or direction of the Lenders unless Agent shall have been provided by the Lenders with adequate security and indemnity against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction.

ADDENDUM 4 to LOAN AND SECURITY AGREEMENT

Multiple Borrower Terms

(a)Borrower's Agent. Each of the Borrowers hereby irrevocably appoints FINCH THERAPEUTICS GROUP, INC., a Delaware corporation as its agent, attorney-in-fact and legal representative for all purposes, including requesting disbursement of the Term Loan and receiving account statements and other notices and communications to Borrowers (or any of them) from the Agent or any Lender. The Agent may rely, and shall be fully protected in relying, on any request for the Term Loan, disbursement instruction, report, information or any other notice or communication made or given by FINCH THERAPEUTICS GROUP, INC., whether in its own name or on behalf of one or more of the other Borrowers, and the Agent shall not have any obligation to make any inquiry or request any confirmation from or on behalf of any other Borrower as to the binding effect on it of any such request, instruction, report, information, other notice or communication, nor shall the joint and several character of the Borrowers' obligations hereunder be affected thereby.

(b)Waivers. Each Borrower hereby waives: (i) any right to require the Agent to institute suit against, or to exhaust its rights and remedies against, any other Borrower or any other person, or to proceed against any property of any kind which secures all or any part of the Secured Obligations, or to exercise any right of offset or other right with respect to any reserves, credits or deposit accounts held by or maintained with the Agent or any Indebtedness of the Agent or any Lender to any other Borrower, or to exercise any other right or power, or pursue any other remedy the Agent or any Lender may have; (ii) any defense arising by reason of any disability or other defense of any other Borrower or any guarantor or any endorser, co-maker or other person, or by reason of the cessation from any cause whatsoever of any liability of any other Borrower or any guarantor or any endorser, co-maker or other person, with respect to all or any part of the Secured Obligations, or by reason of any act or omission of the Agent or others which directly or indirectly results in the discharge or release of any other Borrower or any guarantor or any other person or any Secured Obligations or any security therefor, whether by operation of law or otherwise; (iii) any defense arising by reason of any failure of the Agent to obtain, perfect, maintain or keep in force any Lien on, any property of any Borrower or any other person; (iv) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any other Borrower or any guarantor or any endorser, co-maker or other person, including without limitation any discharge of, or bar against collecting, any of the Secured Obligations (including without limitation any interest thereon), in or as a result of any such proceeding. Until all of the Secured Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been paid, performed, and discharged in full, nothing shall discharge or satisfy the liability of any Borrower hereunder except the full performance and payment of all of the Secured Obligations. If any claim is ever made upon the Agent for repayment or recovery of any amount or amounts received by the Agent in payment of or on account of any of the Secured Obligations, because of any claim that any such payment constituted a preferential transfer or fraudulent conveyance, or for any other reason whatsoever, and the Agent repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over the Agent or any of its property, or by reason of any settlement or compromise of any such claim effected by the Agent with any such claimant (including without limitation the any other Borrower), then and in any such event, each Borrower agrees that any such judgment, decree, order, settlement and compromise shall be binding upon such Borrower, notwithstanding any revocation or release of this Agreement or the cancellation of any note or other instrument evidencing any of the Secured Obligations, or any release of any of the Secured Obligations, and each Borrower shall be and remain liable to the Agent and the Lenders under this Agreement for the amount so repaid or recovered, to the same extent as if such amount had never originally been received by the Agent or any Lender, and the provisions of this sentence shall survive, and continue in effect, notwithstanding any revocation or release of this Agreement. Each Borrower hereby expressly and unconditionally waives all rights of subrogation, reimbursement and indemnity of every kind against any other Borrower, and all rights of recourse to any assets or property of any other Borrower, and all rights to any collateral or security held for the payment and performance of any Secured Obligations, including (but not limited to) any of the foregoing rights which Borrower may have under any present or future document or agreement with any other Borrower or other person, and including (but not limited to) any of the foregoing rights which any Borrower may have under any equitable doctrine of subrogation, implied contract, or unjust enrichment, or any other equitable or legal doctrine.

(c)Consents. Each Borrower hereby consents and agrees that, without notice to or by Borrower and without affecting or impairing in any way the obligations or liability of Borrower hereunder, the Agent may, from time to time before or after revocation of this Agreement, do any one or more of the following in its sole and absolute discretion: (i) accept partial payments of, compromise or settle, renew, extend the time for the payment, discharge, or performance of, refuse to enforce, and release all or any parties to, any or all of the Secured Obligations; (ii) grant any other indulgence to any Borrower or any other Person in respect of any or all of the Secured

Obligations or any other matter; (iii) accept, release, waive, surrender, enforce, exchange, modify, impair, or extend the time for the performance, discharge, or payment of, any and all property of any kind securing any or all of the Secured Obligations or any guaranty of any or all of the Secured Obligations, or on which the Agent at any time may have a Lien, or refuse to enforce its rights or make any compromise or settlement or agreement therefor in respect of any or all of such property; (iv) substitute or add, or take any action or omit to take any action which results in the release of, any one or more other Borrowers or any endorsers or guarantors of all or any part of the Secured Obligations, including, without limitation one or more parties to this Agreement, regardless of any destruction or impairment of any right of contribution or other right of Borrower; (v) apply any sums received from any other Borrower, any guarantor, endorser, or co-signer, or from the disposition of any Collateral or security, to any Indebtedness whatsoever owing from such person or secured by such Collateral or security, in such manner and order as the Agent determines in its sole discretion, and regardless of whether such Indebtedness is part of the Secured Obligations, is secured, or is due and payable. Each Borrower consents and agrees that the Agent shall be under no obligation to marshal any assets in favor of Borrower, or against or in payment of any or all of the Secured Obligations. Each Borrower further consents and agrees that the Agent shall have no duties or responsibilities whatsoever with respect to any property securing any or all of the Secured Obligations. Without limiting the generality of the foregoing, the Agent shall have no obligation to monitor, verify, audit, examine, or obtain or maintain any insurance with respect to, any property securing any or all of the Secured Obligations.

(d)Independent Liability. Each Borrower hereby agrees that one or more successive or concurrent actions may be brought hereon against such Borrower, in the same action in which any other Borrower may be sued or in separate actions, as often as deemed advisable by Agent. Each Borrower is fully aware of the financial condition of each other Borrower and is executing and delivering this Agreement based solely upon its own independent investigation of all matters pertinent hereto, and such Borrower is not relying in any manner upon any representation or statement of the Agent or any Lender with respect thereto. Each Borrower represents and warrants that it is in a position to obtain, and each Borrower hereby assumes full responsibility for obtaining, any additional information concerning any other Borrower's financial condition and any other matter pertinent hereto as such Borrower may desire, and such Borrower is not relying upon or expecting the Agent to furnish to it any information now or hereafter in the Agent's possession concerning the same or any other matter.

(e)Subordination. All Indebtedness of a Borrower now or hereafter arising held by another Borrower is subordinated to the Secured Obligations and the Borrower holding the Indebtedness shall take all actions reasonably requested by Agent to effect, to enforce and to give notice of such subordination.

EXHIBIT A

ADVANCE REQUEST

To: Agent: Date: __________, 202[_]

Hercules Capital, Inc. (the "Agent")
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
email: legal@htgc.com
Attn:

FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the "Borrower") hereby requests from Hercules Capital, Inc. ("Lender") an [Tranche 1][Tranche 2] Advance in the amount of ____________________ Dollars ($________________) (the "Advance Amount") on ______________, _____ (the "Advance Date") pursuant to the Loan and Security Agreement among Borrower, Agent and the Lender (the "Agreement"). Capitalized words and other terms used but not otherwise defined herein are used with the same meanings as defined in the Agreement.

Please:

(a) Issue a check payable to Borrower ________

or

(b) Wire Funds to Borrower's account ________ [IF FILED PUBLICLY, ACCOUNT INFO REDACTED FOR SECURITY PURPOSES]

Bank: ______________________________
Address: ______________________________
____
ABA Number: ______________________________
Account Number: ______________________________
Account Name: ______________________________
Contact Person: ______________________________
Phone Number
To Verify Wire Info: ______________________________
Email address: ______________________________

Borrower represents that the conditions precedent to the Advance set forth in the Agreement are satisfied and shall be satisfied upon the making of such Advance, including but not limited to: (i) that no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing; (ii) that the representations and warranties set forth in the Agreement are and shall be true and correct in all material respects on and as of the Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date; (iii) that Borrower is in compliance with all the terms and provisions set forth in each Loan Document on its part to be observed or performed; and (iv) that as of the Advance Date, no fact or condition exists that could (or could, with the passage of time, the giving of notice, or both) constitute an Event of Default under the Loan Documents. Borrower understands and acknowledges that Agent has the right to review the financial information supporting this representation and, based upon such review in its sole discretion, the Lender may decline to fund the requested Advance.

Borrower hereby represents that Borrower's corporate status and locations have not changed since the date of the Agreement or, if the Attachment to this Advance Request is completed, are as set forth in the Attachment to this Advance Request.

Borrower agrees to notify Agent promptly before the funding of the Loan if any of the matters which have been represented above shall not be true and correct on the Borrowing Date and if Agent has received no such notice before the Advance Date then the statements set forth above shall be deemed to have been made and shall be deemed to be true and correct as of the Advance Date.

Executed as of [ ], 202[_].

BORROWER:

FINCH THERAPEUTICS GROUP, INC.

SIGNATURE:________________________
TITLE:_____________________________
PRINT NAME:______________________

ATTACHMENT TO ADVANCE REQUEST

Dated: ______________________

Borrower hereby represents and warrants to Agent that Borrower's current name and organizational status is as follows:

Finch Therapeutics Group, Inc.

ganization: Corporation

ganization: Delaware

on file number: 6547340

Borrower hereby represents and warrants to Agent that the street addresses, cities, states and postal codes of its current locations are as follows:

1. 200 Inner Belt Road, Suite 400, Somerville, Massachusetts 02143

2. 100 Hood Park Drive, Charlestown, Massachusetts 02129

3. 767 Concord Ave, Cambridge, Massachusetts 02138

4. 16-18 Cherry Street, Cambridge, Massachusetts 02139

Borrower hereby represents and warrants to Agent that the Advance Amount does not exceed the Maximum Term Loan Amount as follows:

a. Advance Amount: $________________

b. Maximum Term Loan Amount: $________________]

[c. Is clause a. less than or equal to clause b.? Yes/Compliant _______ No/Non-Compliant _______]

EXHIBIT B

NAME, LOCATIONS, AND OTHER INFORMATION FOR BORROWER

1. Borrower represents and warrants to Agent that Borrower's current name and organizational status as of the Closing Date is as follows:

Finch Therapeutics Group, Inc.

ganization: Corporation

ganization: Delaware

Organization file number: 6547340

2. Borrower represents and warrants to Agent that for five (5) years prior to the Closing Date, Borrower did not do business under any other name or organization or form except the following:

Name: Finch Therapeutics, Inc.
Used during dates of: November 2014 to September 2017
Type of Organization: Corporation
State of organization: Delaware
Organization file Number: 6547340
Borrower's fiscal year ends on December 31.
Borrower's federal employer tax identification number is: 82-3433558

3. Borrower represents and warrants to Agent that its chief executive office is located at 200 Inner Belt Road, Suite 400, Somerville, Massachusetts 02143.

EXHIBIT C

BORROWER'S PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Patents, Trademarks and Copyrights

[see attached]

Licenses

1.Amended and Restated Exclusive License Agreement between Finch Therapeutics Holdings LLC and the Regents of the University of Minnesota

2.Exclusive License Agreement between Finch Therapeutics Holdings LLC and Skysong Innovations, LLC, d/b/a Arizona Technology Enterprises

EXHIBIT D

BORROWER'S DEPOSIT ACCOUNTS AND INVESTMENT ACCOUNTS

Bank Name	Account Number	Branch Address	Owner Name	Purpose of Account
Silicon Valley Bank	[***]	3003 Tasman Dr. Santa Clara, CA 95054	Finch Therapeutics, Inc.	Money Market/Sweep
Silicon Valley Bank	[***]	3003 Tasman Dr. Santa Clara, CA 95054	Finch Therapeutics, Inc.	Checking
Silicon Valley Bank	[***]	3003 Tasman Dr. Santa Clara, CA 95054	Finch Therapeutics, Group, Inc.	Checking
Silicon Valley Bank	[***]	3003 Tasman Dr. Santa Clara, CA 95054	Finch Research and Development LLC	Checking
Silicon Valley Bank	[***]	3003 Tasman Dr. Santa Clara, CA 95054	Finch Therapeutics, Inc.	Collateral MMA (this is a restricted – letter of credit account)
Silicon Valley Bank	[***]	3003 Tasman Dr. Santa Clara, CA 95054	Finch Therapeutics, Inc.	Collateral MMA (this is a restricted – (collateralized cash up to credit card Limit))

EXHIBIT E

COMPLIANCE CERTIFICATE

Hercules Capital, Inc. (as "Agent")
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301

Reference is made to that certain Loan and Security Agreement dated May 11, 2022 and the Loan Documents (as defined therein) entered into in connection with such Loan and Security Agreement all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement") by and among Hercules Capital, Inc. (the "Agent"), the several banks and other financial institutions or entities from time to time party thereto (collectively, the "Lender") and FINCH THERAPEUTICS GROUP, INC. (the "Company") as Borrower. All capitalized terms not defined herein shall have the same meaning as defined in the Loan Agreement.

The undersigned is an Officer of the Company, knowledgeable of all Company financial matters, and is authorized to provide certification of information regarding the Company; hereby certifies, in such capacity, that in accordance with the terms and conditions of the Loan Agreement, the Company is in compliance for the period ending ___________ of all covenants, conditions and terms and hereby reaffirms that all representations and warranties contained therein are true and correct on and as of the date of this Compliance Certificate with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, after giving effect in all cases to any standard(s) of materiality contained in the Loan Agreement as to such representations and warranties. Attached are the required documents supporting the above certification. The undersigned further certifies that these are prepared in accordance with GAAP (except for the absence of footnotes with respect to unaudited financial statement and subject to normal year-end adjustments) and are consistent from one period to the next except as explained below.

REPORTING REQUIREMENT	REQUIRED	CHECK IF ATTACHED
Interim Financial Statements	Monthly within 30 days	
Interim Financial Statements	Quarterly for first three FQs of each FYE within 45 days	
Audited Financial Statements	FYE within 90 days	

ACCOUNTS OF BORROWER AND ITS SUBSIDIARIES AND AFFILIATES

The undersigned hereby also confirms the below disclosed accounts represent all depository accounts and securities accounts presently open in the name of each Borrower or Borrower's Subsidiary/Affiliate, as applicable.

Each new account that has been opened since delivery of the previous Compliance Certificate is designated below with a "*".

		Depository AC #	Financial Institution	Account Type (Depository / Securities)	Last Month Ending Account Balance	Purpose of Account
BORROWER Name/ Address:						
	1					
	2					
	3					
	4					
	5					
	6					
	7					
SUBSIDIARY / AFFILIATE Name/ Address						
	1					
	2					
	3					
	4					
	5					
	6					
	7					

Financial Covenant	Required Level	Actual Level	In Compliance? (Y; N; N/A)
Minimum Cash *Section 7.20 of the Loan Agreement*	At all times after the Term Loan Advances first exceed $25,000,000, Borrower must maintain Qualified Cash of at least $12,500,000 If Borrower makes a redemption or any other cash payment in respect of Permitted Convertible Debt, subject to satisfaction of the Redemption Conditions, Borrower shall, at all times thereafter, maintain Qualified Cash in the amount required by the defined term "Redemption Conditions".	$______________	Yes No N/A

Very Truly Yours,

FINCH THERAPEUTICS GROUP, INC.

By: ______________________________

Name: ______________________________

Its: ______________________________

EXHIBIT F

FORM OF JOINDER AGREEMENT

This Joinder Agreement (the "Joinder Agreement") is made and dated as of [ ], 20[ ], and is entered into by and between__________________., a ___________ corporation ("Subsidiary"), and HERCULES CAPITAL, INC., a Maryland corporation (as "Agent").

RECITALS

A. Subsidiary's Affiliate, FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Company") has entered into that certain Loan and Security Agreement dated May 11, 2022, with the several banks and other financial institutions or entities from time to time party thereto as lender (collectively, the "Lenders") and the Agent, as such agreement may be amended (the "Loan Agreement"), together with the other agreements executed and delivered in connection therewith;

B. Subsidiary acknowledges and agrees that it will benefit both directly and indirectly from Company's execution of the Loan Agreement and the other agreements executed and delivered in connection therewith;

AGREEMENT

NOW THEREFORE, Subsidiary and Agent agree as follows:

1.The recitals set forth above are incorporated into and made part of this Joinder Agreement. Capitalized terms not defined herein shall have the meaning provided in the Loan Agreement.

2. By signing this Joinder Agreement, Subsidiary shall be bound by the terms and conditions of the Loan Agreement the same as if it were the Borrower (as defined in the Loan Agreement) under the Loan Agreement, mutatis mutandis, provided however, that (a) with respect to (i) Section 5.1 of the Loan Agreement, Subsidiary represents that it is an entity duly organized, legally existing and in good standing under the laws of [ ], (b) neither Agent nor the Lenders shall have any duties, responsibilities or obligations to Subsidiary arising under or related to the Loan Agreement or the other Loan Documents, (c) that if Subsidiary is covered by Company's insurance, Subsidiary shall not be required to maintain separate insurance or comply with the provisions of Sections 6.1 and 6.2 of the Loan Agreement, and (d) that as long as Company satisfies the requirements of Section 7.1 of the Loan Agreement, Subsidiary shall not have to provide Agent separate Financial Statements. To the extent that Agent or the Lenders has any duties, responsibilities or obligations arising under or related to the Loan Agreement or the other Loan Documents, those duties, responsibilities or obligations shall flow only to Company and not to Subsidiary or any other Person or entity. By way of example (and not an exclusive list): (i) Agent's providing notice to Company in accordance with the Loan Agreement or as otherwise agreed among Company, Agent and the Lenders shall be deemed provided to Subsidiary; (ii) a Lender's providing an Advance to Company shall be deemed an Advance to Subsidiary; and (iii) Subsidiary shall have no right to request an Advance or make any other demand on the Lenders.

3.Subsidiary agrees not to certificate its equity securities without Agent's prior written consent, which consent may be conditioned on the delivery of such equity securities to Agent in order to perfect Agent's security interest in such equity securities.

4.Subsidiary acknowledges that it benefits, both directly and indirectly, from the Loan Agreement, and hereby waives, for itself and on behalf on any and all successors in interest (including without limitation any assignee for the benefit of creditors, receiver, bankruptcy trustee or itself as debtor-in-possession under any bankruptcy proceeding) to the fullest extent provided by law, any and all claims, rights or defenses to the enforcement of this Joinder Agreement on the basis that (a) it failed to receive adequate consideration for the execution and delivery of this Joinder Agreement or (b) its obligations under this Joinder Agreement are avoidable as a fraudulent conveyance.

5.As security for the prompt, complete and indefeasible payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, Subsidiary grants to Agent a security interest in all of Subsidiary's right, title, and interest in and to the Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO JOINDER AGREEMENT]

SUBSIDIARY:

________________________________.

By:
Name:
Title:

Address:

Telephone: ___________
email: ____________

AGENT:

HERCULES CAPITAL, INC.

By:___________________________________
Name:_________________________________
Title: ___________________________________

Address:
400 Hamilton Ave., Suite 310
Palo Alto, CA 94301
email: legal@htgc.com
Telephone: 650-289-3060

EXHIBIT G

[RESERVED.]

EXHIBIT I

ACH DEBIT AUTHORIZATION AGREEMENT

Hercules Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301

Re: Loan and Security Agreement dated May 11, 2022 (the "Agreement") by and among FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Borrower") and Hercules Capital, Inc., as agent ("Company") and the lenders party thereto (collectively, the "Lenders")

In connection with the above referenced Agreement, the Borrower hereby authorizes the Company to initiate debit entries for (i) the periodic payments due under the Agreement and (ii) out-of-pocket legal fees and costs incurred by Agent or the Lenders pursuant to Section 11.12 of the Agreement to the Borrower's account indicated below. The Borrower authorizes the depository institution named below to debit to such account.

[IF FILED PUBLICLY, ACCOUNT INFO REDACTED FOR SECURITY PURPOSES]

DEPOSITORY NAME	BRANCH
CITY	STATE AND ZIP CODE
TRANSIT/ABA NUMBER	ACCOUNT NUMBER

This authority will remain in full force and effect so long as any amounts are due under the Agreement.

____
(Borrower)

By: ____

Name: ____

Date: ____

EXHIBIT I

EXHIBIT J-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan and Security Agreement dated as of May 11, 2022 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as the "Lenders"), and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, the "Agent").

Pursuant to the provisions of Addendum 1 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

Date: _____________ ___, 20___ [NAME OF LENDER]

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT J-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan and Security Agreement dated as of May 11, 2022 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as the "Lenders"), and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, the "Agent").

Pursuant to the provisions of Addendum 1 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

Date: _____________ ___, 20___ [NAME OF PARTICIPANT]

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT J-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan and Security Agreement dated as of May 11, 2022 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as the "Lenders"), and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, the "Agent").

Pursuant to the provisions of Addendum 1 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

Date: _____________ ___, 20___ [NAME OF PARTICIPANT]

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT J-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan and Security Agreement dated as of May 11, 2022 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among FINCH THERAPEUTICS GROUP, INC., a Delaware corporation, and each of its Subsidiaries (individually and collectively referred to as the, "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as the "Lenders"), and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, the "Agent").

Pursuant to the provisions of Addendum 1 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

Date: _____________ ___, 20___ [NAME OF LENDER]

By: ______________________________
Name: ______________________________
Title: ______________________________

SCHEDULE 1.1

COMMITMENTS

LENDERS	Tranche 1 Commitment	Tranche 2 Commitment	TERM COMMITMENT
Hercules Capital, Inc.	$35,000,000	$20,000,000	$55,000,000
TOTAL COMMITMENTS	$35,000,000	$20,000,000	$55,000,000

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark Smith, certify that:

1.I have reviewed this Quarterly Report on Form 10-Q of Finch Therapeutics Group, Inc.;

2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4.The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b)Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c)Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5.The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 16, 2022

By: /s/ Mark Smith
Mark Smith, Ph.D.
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Marc Blaustein, certify that:

1.I have reviewed this Quarterly Report on Form 10-Q of Finch Therapeutics Group, Inc.;

2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4.The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b)Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c)Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5.The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 16, 2022

By: /s/ Marc Blaustein
Marc Blaustein
Chief Operating Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Finch Therapeutics Group, Inc. (the "Company") for the quarter ended March 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the company, hereby certifies, pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to his or her knowledge:

(1)The Report fully complies with the requirements of section 13(a) or 15(d) of the Exchange Act; and

(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

Date: May 16, 2022

By: /s/ Mark Smith
Mark Smith, Ph.D.
Chief Executive Officer
(Principal Executive Officer)

Date: May 16, 2022

By: /s/ Marc Blaustein
Marc Blaustein
Chief Operating Officer
(Principal Financial Officer and Principal Accounting Officer)

Document and Entity Information - shares	3 Months Ended Mar. 31, 2022	May 09, 2022
Cover [Abstract]		
Document Type	10-Q	
Document Quarterly Report	true	
Document Transition Report	false	
Amendment Flag	false	
Entity Central Index Key	0001733257	
Document Fiscal Period Focus	Q1	
Current Fiscal Year End Date	--12-31	
Document Fiscal Year Focus	2022	
Document Period End Date	Mar. 31, 2022	
Entity File Number	001-40227	
Entity Registrant Name	FINCH THERAPEUTICS GROUP, INC.	
Entity Incorporation, State or Country Code	DE	
Entity Tax Identification Number	82-3433558	
Entity Address, Address Line One	200 Inner Belt Road	
Entity Address, Address Line Two	Suite 400	
Entity Address, City or Town	Somerville	
Entity Address, State or Province	MA	
Entity Address, Postal Zip Code	02143	
City Area Code	617	
Local Phone Number	229-6499	
Title of 12(b) Security	Common Stock, $0.001 par value per share	
Trading Symbol	FNCH	
Security Exchange Name	NASDAQ	
Entity Current Reporting Status	Yes	
Entity Interactive Data Current	Yes	
Entity Filer Category	Non-accelerated Filer	
Entity Small Business	true	
Entity Emerging Growth Company	true	
Entity Ex Transition Period	false	
Entity Shell Company	false	
Entity Common Stock, Shares Outstanding		47,559,098

Condensed Consolidated Balance Sheets (Unaudited) - USD ($) $ in Thousands	Mar. 31, 2022	Dec. 31, 2021
CURRENT ASSETS:		
Cash and cash equivalents	$ 106,931	$ 133,481
Accounts receivable	172	494
Prepaid expenses and other current assets	15,546	8,576
Total current assets	122,649	142,551
Property and equipment, net	19,406	19,635
Operating right-of-use assets	4,811	5,053
In-process research and development	32,900	32,900
Goodwill	18,057	18,057
Restricted cash, non-current	2,268	2,268
Other assets	4,542	4,905
TOTAL ASSETS	204,633	225,369
CURRENT LIABILITIES:		
Accounts payable	4,765	3,737
Accrued expenses and other current liabilities	10,874	9,925
Operating lease liabilities, current	1,148	1,128
Total current liabilities	16,787	14,790
Deferred tax liability	3,461	3,461
Operating lease liabilities, non-current	4,594	4,887
Other liabilities	0	7
Total liabilities	24,842	23,145
COMMITMENTS AND CONTINGENCIES (Note 9)		
STOCKHOLDERS’ EQUITY (DEFICIT):		
Common stock, $0.001 par value; 200,000,000 shares authorized as of March 31, 2022 and December 31, 2021; 47,532,588 and 47,512,182 shares issued and outstanding as of March 31, 2022 and December 31, 2021, respectively	48	47
Additional paid-in capital	365,305	363,172
Accumulated deficit	(185,562)	(160,995)
Total stockholders' equity	179,791	202,224
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 204,633	$ 225,369

Condensed Consolidated Balance Sheets (Unaudited) (Parenthetical) - $ / shares	Mar. 31, 2022	Dec. 31, 2021
Common stock, par value	$ 0.001	$ 0.001
Common stock, shares authorized	200,000,000	200,000,000
Common stock, shares, issued	47,532,588	47,512,182
Common stock, shares, outstanding	47,532,588	47,512,182

Condensed Consolidated Statements of Operations (Unaudited) - USD ($) $ in Thousands	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
REVENUE:		
Total revenue	$ 354	$ 3,553
OPERATING EXPENSES:		
Research and development	(15,530)	(12,975)
General and administrative	(9,404)	(4,552)
Total operating expenses	(24,934)	(17,527)
Net loss from operations	(24,580)	(13,974)
OTHER INCOME (EXPENSE), NET:		
Interest income (expense)	13	(1)
Other expense, net	0	(6)
Total other income (expense), net	13	(7)
Loss before income taxes	(24,567)	(13,981)
Net loss	(24,567)	(13,981)
Net loss attributable to common stockholders-basic and diluted (Note 15)	$ (24,567)	$ (13,981)
Net loss per share attributable to common stockholders—basic and diluted	$ (0.52)	$ (1.00)
Weighted-average common stock outstanding—basic and diluted	47,528,948	14,033,273
Collaboration Revenue		
REVENUE:		
Total revenue	$ 354	$ 3,553

Condensed Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit) (Unaudited) - USD ($) $ in Thousands	Total	Redeemable Convertible Preferred Stock, $0.001 Par Value, Series A	Redeemable Convertible Preferred Stock, $0.001 Par Value, Series B	Redeemable Convertible Preferred Stock, $0.001 Par Value, Series C	Redeemable Convertible Preferred Stock, $0.001 Par Value, Series D	Common Stock	Additional Paid-in Capital	Accumulated Deficit
Beginning Balance, Shares at Dec. 31, 2020		11,596,280	5,166,203	7,588,254	6,902,872			
Beginning Balance at Dec. 31, 2020		$ 53,593	$ 36,336	$ 53,221	$ 89,904			
Beginning Balance, Shares at Dec. 31, 2020						8,391,793		
Beginning Balance at Dec. 31, 2020	$ (95,718)					$ 8	$ 7,109	$ (102,835)
Temporary Equity, Conversion of redeemable convertible preferred stock into common stock upon initial public offering, shares		(11,596,280)	(5,166,203)	(7,588,254)	(6,902,872)			
Temporary Equity, Conversion of redeemable convertible preferred stock into common stock upon initial public offering		$ (53,593)	$ (36,336)	$ (53,221)	$ (89,904)			
Conversion of redeemable convertible preferred stock into common stock upon initial public offering, shares						31,253,609		
Conversion of redeemable convertible preferred stock into common stock upon initial public offering	233,053					$ 31	233,022	
Initial public offering, net of underwriting discounts, commissions and net of offering costs of $11,786	115,714					$ 8	115,706	
Initial public offering, net of underwriting discounts, commissions and net of offering costs of $11,786						7,500,000		
Exercise of common stock options	54						54	
Exercise of common stock options, Shares						81,901		
Stock-based compensation	335						335	
Net loss	(13,981)							(13,981)
Ending Balance, Shares at Mar. 31, 2021						47,227,303		
Ending Balance at Mar. 31, 2021	239,457					$ 47	356,226	(116,816)
Beginning Balance, Shares at Dec. 31, 2021						47,512,182		

Beginning Balance at Dec. 31, 2021	202,224	$ 47	363,172	(160,995)
Exercise of common stock options	14	$ 1	13	
Exercise of common stock options, Shares		20,406		
Stock-based compensation	2,120		2,120	
Net loss	$ (24,567)			(24,567)
Ending Balance, Shares at Mar. 31, 2022	0			
Ending Balance, Shares at Mar. 31, 2022		47,532,588		
Ending Balance at Mar. 31, 2022	$ 179,791	$ 48	$ 365,305	$ (185,562)

Condensed Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit) (Unaudited) (Parenthetical) - USD ($) $ in Thousands	3 Months Ended		
	Mar. 31, 2021	Mar. 31, 2022	Dec. 31, 2021
Initial Public Offering			
Initial public offering costs	$ 11,786		
Redeemable Convertible Preferred Stock, $0.001 Par Value, Series A			
Temporary equity, par value	$ 0.001	$ 0.001	$ 0.001
Redeemable Convertible Preferred Stock, $0.001 Par Value, Series B			
Temporary equity, par value	0.001	0.001	0.001
Redeemable Convertible Preferred Stock, $0.001 Par Value, Series C			
Temporary equity, par value	0.001	0.001	0.001
Redeemable Convertible Preferred Stock, $0.001 Par Value, Series D			
Temporary equity, par value	$ 0.001	$ 0.001	$ 0.001

Condensed Consolidated Statements of Cash Flows (Unaudited) - USD ($) $ in Thousands	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (24,567)	$ (13,981)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	1,331	368
Stock-based compensation expense	2,120	335
Other non-cash operating lease cost	242	211
Changes in operating assets and liabilities:		
Accounts receivable	322	(1,217)
Due from related party	0	9
Prepaid expenses and other current assets	(6,970)	2,344
Other non-current assets	363	0
Accounts payable	1,093	58
Accrued expenses and other current liabilities	693	(926)
Due to related party	0	54
Deferred revenue	0	(2,236)
Operating lease liabilities	(273)	(233)
Net cash used in operating activities	(25,646)	(15,214)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(909)	(8,834)
Proceeds from sale of property and equipment	0	10
Net cash used in investing activities	(909)	(8,824)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from initial public offering, net of underwriting discounts, commissions and offering costs	0	118,575
Principal payments on finance lease obligation	(9)	(8)
Proceeds from exercise of stock options, net	14	54
Payment of deferred offering costs	0	(1,254)
Net cash provided by financing activities	5	117,367
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(26,550)	93,329
Cash, cash equivalents and restricted cash at beginning of period	135,965	99,910
Cash, cash equivalents and restricted cash at end of period	109,415	193,239
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	2	3
Cash paid in connection with operating lease liabilities	369	344
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Property and equipment in accounts payable and accrued liabilities	574	978
Conversion of redeemable convertible preferred stock into common stock	0	233,053

Operating right-of-use assets obtained in exchange for new operating leases upon adoption of ASC 842	0	5,965
Deferred initial public offering costs in AP and accruals	$ 0	$ 594

Condensed Consolidated Statements of Cash Flows (Unaudited) (Parenthetical) - USD ($) $ in Thousands	Mar. 31, 2022	Mar. 31, 2021
Statement of Cash Flows [Abstract]		
Cash and cash equivalents	$ 106,931	$ 193,023
Restricted cash	2,484	216
Cash, cash equivalents and restricted cash at end of period	$ 109,415	$ 193,239

Nature of Operations and Basis of Presentation	3 Months Ended Mar. 31, 2022
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Nature of Operations and Basis of Presentation	**1. NATURE OF OPERATIONS AND BASIS OF PRESENTATION**

Business

Finch Therapeutics Group, Inc. (the "Company" or "FTG") was incorporated in 2017 as a Delaware corporation. The Company was formed as a result of a merger and recapitalization of Finch Therapeutics, Inc. ("Finch") and Crestovo Holdings LLC ("Crestovo") in September 2017, in which the former owners of Finch and Crestovo were issued equivalent stakes in the newly formed company, FTG. Crestovo was renamed Finch Therapeutics Holdings LLC in November 2020 ("Finch Holdings"). Finch and Finch Holdings are both wholly-owned subsidiaries of FTG.

The Company is a clinical-stage microbiome therapeutics company leveraging its Human-First Discovery platform to develop a novel class of orally administered biological drugs. It is developing novel therapeutics designed to deliver missing microbes and their clinically relevant biochemical functions to correct dysbiosis and the diseases that emerge from it. The Company's Human-First Discovery platform uses reverse translation to identify diseases of dysbiosis and to design microbiome therapeutics that address them. Its lead product candidate, CP101, is an orally administered complete microbiome therapeutic in development for the prevention of recurrent *Clostridioides difficile* infection ("CDI").

Initial Public Offering

On March 18, 2021, the Company completed its initial public offering ("IPO") in which the Company issued and sold 7,500,000 shares of its common stock at a public offering price of $17.00 per share, for aggregate gross proceeds of $127.5 million and net proceeds of $115.7 million after deducting underwriting discounts and commissions of $8.9 million and offering costs of $2.9 million. On April 20, 2021, the Company issued 192,877 additional shares of common stock, pursuant to the underwriters' partial exercise of their overallotment option, at a public offering price of $17.00 per share for aggregate gross proceeds of $3.3 million and net proceeds of $3.0 million after deducting underwriting discounts, commissions and offering costs.

In connection with the IPO, the Company's board of directors (the "Board") and stockholders approved an amended and restated certificate of incorporation to, among other things, effect a one-for-14.444 reverse stock split of the Company's issued and outstanding shares of common stock and redeemable convertible preferred stock, as well as to effect a proportional adjustment to the existing conversion ratios for the Company's redeemable convertible preferred stock. The reverse stock split was effected on March 12, 2021. Accordingly, all share and per share amounts of common stock for all periods presented in the accompanying unaudited interim condensed consolidated financial statements and notes thereto have been retroactively adjusted, where applicable, to reflect this reverse stock split and adjustment of preferred stock conversion ratios. Upon the closing of the IPO, all of the then-outstanding shares of redeemable convertible preferred stock automatically converted into 31,253,609 shares of common stock at the applicable conversion ratio then in effect. Subsequent to the closing of the IPO, there were no shares of convertible preferred stock outstanding.

COVID-19 Impact

The extent of the impact of the COVID-19 pandemic on the Company's business, operations and clinical development timelines and plans remains uncertain, and will depend on certain developments, including the duration and spread of the outbreak, including due to the emergence of variants of the virus, and the impact of the ongoing pandemic on clinical trial enrollment, trial sites, contract research organizations, contract manufacturing organizations, and other third parties with which the Company does business, as well as its impact on regulatory authorities and its key scientific and management personnel. While the Company is experiencing limited financial impacts at this time, given the risks and uncertainties associated with the pandemic, the Company's business, financial condition and results of operations ultimately could be materially adversely affected. The Company continues to closely monitor the COVID-19 pandemic as it evolves its business continuity plans, clinical development plans and response strategy.

At this time, it is unknown how long the adverse conditions associated with the COVID-19 pandemic will last and what the complete financial effect will be to the Company.

Liquidity and Capital Resources

Management believes that the Company's cash and cash equivalents of $106.9 million as of March 31, 2022, will allow the Company to continue its operations for at least the next 12 months from the date these financial statements are issued. In the absence of a significant source of recurring revenue, the continued viability of the Company beyond that point is dependent on its ability to continue to raise additional capital to finance its operations. If the Company is unable to obtain additional funding, the Company may be forced to delay, reduce or eliminate some or all of its research and development ("R&D") programs, product portfolio expansion or commercialization efforts, which could adversely affect its business prospects, or the Company may be unable to continue operations.

Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements have been prepared by the Company in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP") and, pursuant to the rules and regulations of Article 10 of Regulation S-X of the Securities Act of 1933, as amended, published by the Securities and Exchange Commission ("SEC") for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. However, the Company believes the disclosures are adequate. These unaudited interim condensed consolidated financial statements should be read in conjunction with the Company's audited financial statements and notes thereto for the year ended December 31, 2021 included in the Company's Annual Report on Form 10-K, filed with the SEC on March 31, 2022.

The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited financial statements. In the opinion of management, the accompanying unaudited interim condensed consolidated financial statements contain all adjustments that are necessary for a fair presentation of the Company's condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021, condensed consolidated statements of operations for the three months ended March 31, 2022 and 2021, condensed consolidated statements of stockholders' equity (deficit) for the three months ended March 31, 2022 and 2021, and condensed consolidated cash flows for the three months ended March 31, 2022 and 2021. Such adjustments are of a normal and recurring nature. The results of operations for the three months ended March 31, 2022 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2022.

Summary of Significant Accounting Policies	3 Months Ended Mar. 31, 2022
Accounting Policies [Abstract]	
Summary Of Significant Accounting Policies	**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** ***Significant Accounting Policies*** From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other accounting standard setting bodies that the Company adopts as of the specified effective date. Unless otherwise discussed below, the Company does not believe that the adoption of recently issued standards have or may have a material impact on the condensed consolidated statements or disclosures. The significant accounting policies and estimates used in preparation of the unaudited interim condensed consolidated financial statements are described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on March 31, 2022. There have been no material changes to the Company’s significant accounting policies during the three months ended March 31, 2022. ***Recently Issued Accounting Pronouncements*** There have been no new accounting pronouncements or changes to accounting pronouncements that could be expected to materially impact the Company’s unaudited condensed consolidated financial statements during the three months ended March 31, 2022, as compared to the recent accounting pronouncements described in Note 2 of the Company’s condensed consolidated financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2021.

Fair Value Measurements

3 Months Ended Mar. 31, 2022

Fair Value Disclosures [Abstract]

Fair Value Measurements

3. FAIR VALUE MEASUREMENTS

The following table presents information about the Company’s financial assets and liabilities measured at fair value on a recurring basis and indic
value hierarchy utilized to determine such fair values (in thousands):

DESCRIPTION	MARCH 31, 2022	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)
Asset			
Money market funds	$ 105,712	$ 105,712	$ —
Total financial assets	$ 105,712	$ 105,712	$ —

DESCRIPTION	DECEMBER 31, 2021	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)
Asset			
Money market funds	$ 132,275	$ 132,275	$ —
Total financial assets	$ 132,275	$ 132,275	$ —

There were no transfers between fair value levels during the three months ended March 31, 2022 and the year ended December 31, 2021. The car
receivable, prepaid expenses, other current assets, accounts payable and accrued expenses approximate their fair values due to the short-term natu
liabilities.

Property and Equipment, Net	3 Months Ended
	Mar. 31, 2022
Property, Plant and Equipment [Abstract]	
Property and Equipment, Net	**4. PROPERTY AND EQUIPMENT, NET** Property and equipment, net consisted of the following as of March 31, 2022 and December 31, 2021 (in thousands):

	MARCH 31, 2022	DECEMBER 31, 2021
Lab equipment	$ 3,978	$ 3,850
Office furniture and fixtures	537	537
Leasehold improvements	13,899	13,894
Construction work-in-progress	1,298	329
Software	4,883	4,883
Computer equipment	367	368
Total	$ 24,962	$ 23,861
Less: Accumulated depreciation	(5,556)	(4,226)
Property and equipment, net	$ 19,406	$ 19,635

Depreciation expense was $1.3 million and $0.4 million for the three months ended March 31, 2022 and 2021, respectively. As of March 31, 2022, the Company held $2.4 million of software and $0.7 million of lab equipment, which was purchased from Microbiome Health Research Institute, Inc., doing business as OpenBiome ("OpenBiome"). During the year ended December 31, 2021, the Company purchased $3.9 million of software, property, and equipment from a related party, under the Asset Purchase Agreement, dated as of November 19, 2020 between the Company and OpenBiome (the "OpenBiome Agreement"). For additional information on the OpenBiome Agreement, see Note 13.

Leases	3 Months Ended Mar. 31, 2022
Leases [Abstract]	
Leases	

5. LEASES

The Company adopted Accounting Standards Codification ("ASC") 842, *Leases*, during the quarter ended December 31, 2021, with an effective c
using the modified retrospective approach and utilizing the effective date as its date of initial application. The Company's condensed consolidated
presented for fiscal year 2021 have been adjusted to reflect the impact of adoption of ASC 842 as of the effective date of January 1, 2021. The ado
resulted in the recognition of operating lease right-of-use assets of $5.8 million and current and noncurrent operating lease liabilities of $0.9 milli
respectively, and the derecognition of deferred rent liabilities and unamortized lease incentives of $0.8 million and $0.2 million, respectively, on t
Sheets as of January 1, 2021 relating to its office leases in Somerville, Massachusetts. The adoption of this standard did not have a significant imp
consolidated Statements of Operations or Statements of Cash Flows as of January 1, 2021.

As of March 31, 2021 the adoption of ASC 842 resulted in the recognition of operating lease right-of-use assets of $5.8 million and current and no
liabilities of $1.0 million and $5.7 million, respectively, and the derecognition of deferred rent liabilities and unamortized lease incentives of $0.8
respectively, on the Company's condensed consolidated balance sheet, relating to its office leases in Somerville, Massachusetts. The adoption of A
months ended March 31, 2021 resulted in an impact to the condensed consolidated statement of cash flows of an increase of $0.2 million in other
cost, a decrease of $0.2 million in operating lease liabilities and a net change in both accrued expenses and other liabilities and deferred rent of les
respectively. Additionally, in the supplemental disclosure of cash flow information, the Company recognized $0.3 million in cash paid in connecti
liabilities and $6.0 million in operating right-of use assets obtained in exchange for new operating leases upon adoption of ASC 842. The adoption
material impact to the condensed consolidated statement of operations for the three months ended March 31, 2021.

Inner Belt Road Lease

In December 2015, the Company entered into a 10-year lease agreement (the "Inner Belt Road Lease") for approximately 25,785 square feet of sp
and laboratory space in Somerville, Massachusetts. The monthly rental payments under the Inner Belt Road Lease, which include base rent charge
subject to periodic rent increases through September 2026.

In July 2016, the Company entered into a 10-year sublease agreement (the "Inner Belt Road Sublease") to share its leased space under the Inner B
OpenBiome, a related party, as sub-tenant. The Inner Belt Road Sublease provided for an allocation, based on OpenBiome's proportionate share, o
expenses under the Inner Belt Road Lease, which was subject to change each year based on headcount and space used. In November 2020, pursua
Agreement, the Company and OpenBiome amended the terms of the Inner Belt Road Sublease to provide for a reduction in the size of the subleas
closing of the OpenBiome Agreement (see Note 13), which occurred on March 1, 2021. The Inner Belt Road Sublease was further amended on Ja
22, 2021 and terminated on December 31, 2021.

The Company's lease expense under the Inner Belt Road Lease was $0.3 million for each of the three months ended March 31, 2022 and 2021. Th
sublease income under the sublease to OpenBiome as rent was received over the sublease term. Gross lease income under the sublease to OpenBio
ended March 31, 2021 was $0.1 million and is presented as an offset to lease expense on the condensed consolidated statements of operations.

Cherry Street Lease

On March 1, 2021, the Company assumed a lease agreement (the "Cherry Street Lease") in conjunction with the closing of the OpenBiome Agree
from March 2021 through February 2023. The Company's lease expense under the Cherry Street Lease for the three months ended March 31, 202
and approximately $8,000, respectively.

Concord Avenue Lease

On May 25, 2021, Finch entered into a lease agreement (the "Concord Avenue Lease") from May 2021 through February 2022. The Company's le
Concord Avenue Lease for the three months ended March 31, 2022 and 2021 was $0.1 million and zero, respectively. On August 17, 2021 Finch e
lease for an additional two-month period through April 2022 and on February 4, 2022, Finch further extended the lease for an additional month th
Concord Avenue Lease qualifies as a short-term lease and will be excluded from the balance sheet.

Hood Lease

On August 3, 2021, Finch entered into a 10-year lease agreement (the "Hood Lease") with Hood Park LLC, pursuant to which Finch will lease ap
feet of office and laboratory space (the "Premises"). Finch became responsible for paying rent under the Hood Lease on January 1, 2022; however
Finch's improvement on the Premises was not substantially completed and Finch has not commenced business operations in the Premises. Therefo
no lease expense, right-of-use asset, or lease liability was recognized under the Hood Lease.

The Hood Lease provides Finch with an option to extend the lease for one additional five-year term. Finch's annual base rent for the Premises star
million, and the lease contains annual rent escalations. The Hood Lease provides for a tenant improvement allowance of approximately $14.8 mil
work on the Premises. As of March 31, 2022, $14.3 million of lessor owned tenant improvements were completed by the Company, $11.1 million
a receivable in other current assets on the condensed consolidated balance sheet, as the allowance is reimbursable by the lessor.

Finch posted a customary letter of credit in the amount of approximately $2.3 million, subject to decrease on a set schedule, as a security deposit p
Lease. This is included in restricted cash, non-current on the condensed consolidated balance sheet as of March 31, 2022 and December 31, 2021.

The following table presents the classification of right-of-use assets and lease liabilities as of March 31, 2022 and December 31, 2021:

	BALANCE SHEET CLASSIFICATION	March 31, 2022	
ASSETS			
Operating lease assets	Operating right-of-use assets	$ 4,811	$
Finance lease assets	Property and equipment, net	17	
Total lease assets		4,828	

Liabilities			
Current			
Operating lease liabilities	Operating lease liabilities, current	$ 1,148	$
Finance lease liabilities	Other current liabilities	14	
Noncurrent			
Operating lease liabilities	Operating lease liabilities, non-current	4,594	
Finance lease liabilities	Other liabilities	6	
Total lease liabilities		$ 5,762	$

The following table represents the components of lease cost, which are included in general and administrative and research and development expe operations, for the three months ended March 31, 2022 and 2021:

	Three Months Ended March 31,	
LEASE COST	**2022**	
Finance lease cost:		
Amortization of right-of-use assets	$ 9	$
Interest on lease liabilities	2	
Operating lease cost	339	
Short-term lease cost	108	
Variable lease cost	495	
Sublease income	—	
Total lease cost	$ 953	$

The weighted-average remaining lease term and discount rate as of March 31, 2022 and December 31, 2021 were as follows:

LEASE TERM AND DISCOUNT RATE	**March 31, 2022**	**Dec**
Weighted-average remaining lease term (years)		
Operating leases	4.4	
Finance Leases	1.0	
Weighted-average discount rate		
Operating leases	6.7%	
Finance Leases	30.6%	

Supplemental disclosure of cash flow information related to leases for the three months ended March 31, 2022 and 2021 was as follows:

	Three Months Ended Ma	
SUPPLEMENTAL CASH FLOW INFORMATION	**2022**	
Cash paid for amounts included in measurement of lease liabilities		
Operating cash flows from operating leases	$ 273	$
Financing cash flows from finance leases	$ 9	$

The following table represents a summary of the Company's future lease payments required as of March 31, 2022:

	OPERATING LEASE OBLIGATIONS	HOOD PARK LEASE OBLIGATIONS	FINANCE LE OBLIGATIO
2022	$ 1,117	$ 3,021	$
2023	1,440	4,663	
2024	1,460	4,795	
2025	1,496	4,931	
2026	1,116	5,071	
Thereafter	—	27,605	
Total future minimum lease payments	$ 6,629	$ 50,086	$
Less: amount representing interest	(887)	—	
Present value of future minimum lease payments	$ 5,742	$ 50,086	$

Accrued Expenses and Other Current Liabilities	3 Months Ended Mar. 31, 2022
Accrued Liabilities, Current [Abstract]	
Accrued Expenses and Other Current Liabilities	**6. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES** Accrued expenses and other current liabilities consisted of the following as of March 31, 2022 and December 31, 2021 (in thousands):

	MARCH 31, 2022	DECEMBER 31, 2021
Accrued research and development	$ 979	$ 1,345
Accrued legal and professional fees	2,806	1,117
Accrued compensation and benefits	2,352	4,401
Accrued other	4,737	3,062
Total accrued expenses and other current liabilities	$ 10,874	$ 9,925

Revenue	3 Months Ended Mar. 31, 2022
Revenue from Contract with Customer [Abstract]	
Revenue	

7. REVENUE

Takeda Pharmaceutical Company Limited

In January 2017, the Company entered into an agreement (as amended, the “Takeda Agreement”) with Takeda Pharmaceutical Company Limited (“Takeda”), pursuant to which the Company granted Takeda a worldwide, exclusive license, with the right to grant sublicenses, under certain of its patents, patent applications and know-how to develop the Company’s microbiome therapeutic candidate, TAK-524, for the prevention, diagnosis, theragnosis or treatment of diseases in humans. The Company subsequently amended and restated the Takeda Agreement in October 2019 to provide for the Company to allocate certain resources towards determining the feasibility of developing a second microbiome therapeutic candidate, FIN-525. The Company further amended the Takeda Agreement in August 2021 to transition primary responsibility for further development and manufacturing activities with respect to TAK-524 from the Company to Takeda in accordance with a transition plan, and Takeda assumed sole responsibility for regulatory matters with respect to TAK-524. In November 2021, the Takeda Agreement was amended again to enable the Company to carry out certain preliminary evaluation activities with respect to FIN-525.

Under the terms of the Takeda Agreement, the Company agreed to design TAK-524, a product candidate optimized for ulcerative colitis, for Takeda based on selection criteria within a product-specific development plan. The Company also agreed to conduct a feasibility study to potentially further develop FIN-525, a program to develop a live biotherapeutic product optimized for the treatment of Crohn’s disease. The Company assessed this arrangement in accordance with ASC 606, *Revenue from Contracts with Customers,* and concluded that the contract counterparty, Takeda, is a customer. The Company identified the following material promises at the outset of the Takeda Agreement: (1) an exclusive license to use the Company’s rights in intellectual property to conduct research activities; (2) R&D services for activities under the development plan; (3) two options to pursue different indications of research for the Company’s right in product candidates; (4) manufacturing and supply for the Company’s clinical trials; and (5) participation on a joint steering committee and joint development committee. The options were considered distinct from the other promises in the arrangement and analyzed for material rights; the Company concluded these were not material rights and the consideration related to them should be excluded as a performance obligation until the option is exercised. The Company determined that the remaining promises were not capable of being distinct from one another and were not distinct in the context of the contract. In accordance with the Company’s ASC 606 assessment, the Takeda Agreement was determined to contain a single combined performance obligation made up of the promises above, excluding the options. The FIN-525 feasibility study was determined to be part of the single combined performance obligation due to its connection to the original license and research and development activities. The FIN-525 feasibility study was completed in March 2021.

The Company received an upfront payment from Takeda of $10.0 million in the year ended December 31, 2017 in exchange for the exclusive license of the Company’s intellectual property. The Company included the upfront payment and the estimable reimbursable R&D costs in the transaction price and recognized revenue associated with it over the period it expected to perform R&D services. Under the original agreement the estimated term for the R&D and manufacturing services for which the Company had primary responsibility, was through Phase 1 clinical trials.

On August 9, 2021, the Company and Takeda entered into an amendment to the amended and restated Takeda Agreement (the “Amendment”). Pursuant to the Amendment, Finch and Takeda transitioned primary responsibility for such development and manufacturing activities from

Finch to Takeda in accordance with an agreed upon transition plan, and Takeda also assumed sole responsibility for regulatory matters with respect to TAK-524. The Company accounted for the Amendment as a modification to the existing contract under ASC 606, as the Amendment significantly reduced the remaining performance obligations, which were then completed by September 30, 2021. As a result, the remaining revenue that had been deferred under the Takeda Agreement was recognized in the third quarter of 2021.

In November 2021, Takeda and Finch entered into an amendment to the Takeda Agreement ("Amendment #2"). Pursuant to Amendment #2, Finch is obligated to perform certain additional research activities related to the feasibility of the FIN-525 program prior to Takeda making the decision to initiate the full development program. Under Amendment #2, Takeda shall pay Finch for pass-through costs incurred and research services performed at the agreed-upon full-time equivalent rate. The additional feasibility work is expected to be completed in the second quarter of 2022.

The Company recognized revenue related to the Takeda Agreement of $0.4 million and $3.6 million in the three months ended March 31, 2022 and 2021, respectively, which is included under collaboration revenue in the condensed consolidated statements of operations.

Takeda reimburses the Company for certain R&D costs on a quarterly basis. The Company recorded accounts receivable of $0.2 million and $0.5 million on its condensed consolidated balance sheets as of March 31, 2022, and December 31, 2021, respectively. As of March 31, 2022, there is no remaining deferred revenue due to the Company's satisfaction of the performance obligation.

The Takeda Agreement contains various milestone payments associated with development and commercialization efforts that provide for a maximum available amount of $180.0 million should all of the milestones be achieved. These milestones are constrained until the Company determines it is probable that the cumulative revenue related to the milestones will not be reversed. As of March 31, 2022, the Company has earned and received $4.0 million in milestone payments.

The Company is still eligible to receive royalties under the Amendment and Takeda is obligated to pay the Company mid-to-high single digit royalties based on annual aggregate net sales of the licensed products, on a product-by-product basis, subject to certain restrictions. The Company did not receive any payments or record any revenues related to sales-based royalties under the Takeda Agreement in the three months ended March 31, 2022 and 2021.

OpenBiome

On November 19, 2020, the Company entered into the LMIC License Agreement (“LMIC Agreement”) with OpenBiome, pursuant to which the Company granted OpenBiome a non-exclusive license, with the right to grant sublicenses, under certain patents, patent applications, and know-how that are reasonably necessary or useful for the exploitation of products manufactured directly from donor-sourced stool without the use of culturing or replication, or certain natural products (“OpenBiome Royalty Products”). The license granted to OpenBiome excludes a license under the Company’s intellectual property to exploit a lyophilized natural product (such as CP101) where processed stool is lyophilized. The Company owns all improvements and modifications made to the licensed intellectual property throughout the term of the LMIC Agreement, while OpenBiome is responsible for all manufacturing efforts and all expenses associated with these efforts.

The LMIC Agreement was entered into separately from the OpenBiome Agreement (see Note 13) and the license granted under the LMIC Agreement is unrelated to the assets acquired under the OpenBiome Agreement. The only consideration provided to the Company under the LMIC Agreement is in the form of future royalties on net sales of OpenBiome Royalty Products. The Company is entitled to receive tiered royalties on net sales of certain products, ranging from mid single digit to low second decile digits on a product-by-product and country-by-country basis. In the event that OpenBiome is required to pay a royalty to a third party to obtain rights under patents owned or controlled by such third party that are necessary for the exercise of its rights under the Company's intellectual property pursuant to the LMIC Agreement, then OpenBiome shall have the right to deduct a portion of the amount of the royalty due to the third party against the royalties that are due from OpenBiome to the Company. The Company had not earned any of these royalty payments pursuant to the LMIC Agreement as of March 31, 2022.

The LMIC Agreement will continue in perpetuity until the last royalty is earned under the LMIC Agreement unless otherwise terminated by either party. OpenBiome has the right to terminate the LMIC Agreement for convenience upon 90 days specified prior

written notice to the Company. Either party may terminate the LMIC Agreement in the event of an uncured material breach by the other party.

The Company did not recognize any revenue related to the LMIC Agreement for the three months ended March 31, 2022 and 2021, as there were no marketable OpenBiome Royalty Products in these periods.

Income Taxes	3 Months Ended Mar. 31, 2022
Income Tax Disclosure [Abstract]	
Income Taxes	**. INCOME TAXES** During the three months ended March 31, 2022 and the year ended December 31, 2021, the Company recorded a full valuation allowance on federal and state deferred tax assets since management does not forecast the Company to be in a profitable position in the near future. There were no material changes in the Company’s tax position in the three months ended March 31, 2022 as compared to the year ended December 31, 2021.

Commitments and Contingencies	3 Months Ended Mar. 31, 2022
Commitments and Contingencies Disclosure [Abstract]	
Commitments and Contingencies	**. COMMITMENTS AND CONTINGENCIES** *Legal Contingencies* On December 1, 2021, Rebiotix Inc. and Ferring Pharmaceuticals Inc. (collectively, “Rebiotix”) filed a complaint against the Company in the U.S. District Court for the District of Delaware. The complaint seeks a declaratory judgment of non-infringement and invalidity with respect to seven United States Patents owned by the Company: U.S. Patent Nos. 10,675,309 (the “‘309 patent”); 10,463,702 (the “‘702 patent”); 10,328,107 (the “‘107 patent”); 10,064,899; 10,022,406; 9,962,413; and 9,308,226. On February 7, 2022, the Company filed an answer and counterclaims against Rebiotix for infringement of the ’107, ’702, and ’309 patents. On March 7, 2022, the Company filed an amended answer and counterclaims, in which the Company, together with the Regents of the University of Minnesota (“UMN”), alleged infringement by Rebiotix of three U.S. Patents owned by UMN and exclusively licensed to the Company: U.S. Patent Nos. 10,251,914, 10,286,011, and 10,286,012, (collectively, the “UMN Patents). On April 4, 2022, Rebiotix filed counterclaims for declaratory judgment of non-infringement and invalidity of the UMN Patents. On May 2, 2022, the Company and UMN responded, denying such counterclaims. The U.S District Court for the District of Delaware set a trial date for a five-day trial beginning on May 20, 2024. The pending lawsuit is subject to inherent uncertainties, and the actual legal fees and costs will depend upon many unknown factors. The outcome of the pending lawsuit cannot be predicted with certainty. The Company has determined under ASC 450, *Contingencies*, that there is no probable or estimable loss contingency that is required to be recorded as of March 31, 2022. *License Payments* The Company enters into contracts in the normal course of business with contract research organizations and other third parties for preclinical studies, clinical studies, and testing and manufacturing services. Most contracts do not contain minimum purchase commitments and are cancelable by the Company upon prior written notice. Payments due upon cancellation consist of payments for services provided or expenses incurred, including non-cancelable obligations of the Company's service providers up to one year after the date of cancellation. Under these agreements, in exchange for access to intellectual property, the Company may be obligated to provide future minimum royalty payments and milestone payments related to regulatory approvals and sales-based events. The Company entered into the OpenBiome Agreement in November 2020 (see Note 13) and the closing of the OpenBiome Agreement occurred on March 1, 2021. Under the terms of the OpenBiome Agreement, the Company is required to make certain milestone and royalty payments to OpenBiome in conjunction with the license and purchase of certain intellectual property related to the underlying chemistry, manufacturing, and controls ("CMC") process used to manufacture materials for its clinical trials. The OpenBiome Agreement also effectively terminated the Asset Purchase and License Agreement (the "APL Agreement"), which the Company entered into with OpenBiome in February 2019, and the obligations under the Material Access License Agreement (the “MAL Agreement”), which the Company entered into with OpenBiome in December 2016. *Leases* The Company's commitments under its lease agreements are described in Note 5.

Redeemable Convertible Preferred Stock	3 Months Ended Mar. 31, 2022
Temporary Equity Disclosure [Abstract]	
Redeemable Convertible Preferred Stock	**. REDEEMABLE CONVERTIBLE PREFERRED STOCK** Upon the completion of the IPO, all 31,253,609 shares of outstanding preferred stock automatically converted into 31,253,609 shares of common stock. As of March 31, 2022, there were no shares of preferred stock outstanding.

Stockholder's Equity	3 Months Ended Mar. 31, 2022

Equity [Abstract]

Stockholders' Equity

11. STOCKHOLDERS' EQUITY

On February 24, 2021, the Board and the Company's stockholders approved the Company's amended and restated certificate of incorporation, wh immediately prior to the closing of the IPO on March 18, 2021. The certificate authorizes the issuance of up to 200,000,000 shares of $0.001 par up to 10,000,000 shares of $0.001 par value undesignated preferred stock. The Board may designate the rights, preferences, privileges, and restric stock, including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preference, and number of shares constituting a designation of any series. The issuance of preferred stock could have the effect of restricting dividends on our common stock, diluting the voting stock, impairing the liquidation rights of our common stock, or delaying or preventing a change in control. As of March 31, 2022, no shares of pr outstanding.

In conjunction with the IPO, the Company issued and sold 7,500,000 shares of common stock at a public offering price of $17.00 per share, for ag $115.7 million after deducting underwriting discounts and commissions and initial public offering costs. In connection with the IPO, all then outs stock were converted into 31,253,609 shares of common stock.

On April 20, 2021, the Company issued 192,877 additional shares of common stock, pursuant to the underwriters' partial exercise of their overall offering price of $17.00 per share for aggregate gross proceeds of $3.3 million and net proceeds of $3.0 million after deducting underwriters' disc offering costs.

Each share of common stock entitles the holder to one vote, together with the holders of any preferred stock outstanding, on all matters submitted vote. Common stockholders are also entitled to receive dividends. As of March 31, 2022, no cash dividends have been declared or paid.

As of March 31, 2022 and 2021 the Company has reserved the following shares of common stock for potential conversion of outstanding preferre restricted stock and exercise of stock options and common stock warrants:

	MARCH 31, 2022
Options to purchase common stock	4,771,403
Common stock warrants	—
Shares issuable under employee stock purchase plan	32,088
	4,803,491

Stock-Based Compensation

3 Months Ended
Mar. 31, 2022

Share-based Payment Arrangement [Abstract]

Stock-Based Compensation

12. STOCK-BASED COMPENSATION

2021 Equity Incentive Plan

In March 2021, the Board adopted, and the stockholders approved, the 2021 Equity Incentive Plan (the "2021 Plan"). The 2021 Pla effective on the date of the underwriting agreement related to the IPO, and as a result no further grants will be made under the 2017 Incentive Plan (the "2017 Plan"). However, any outstanding grants made under the 2017 Plan remain effective.

The 2021 Plan provides for the grant of incentive stock options to employees, including employees of any parent or subsidiary of th Company, and for the grant of nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit aw performance awards and other forms of awards to employees, directors and consultants, including employees and consultants of the Company's affiliates.

Initially, the maximum number of shares of the Company's common stock that may be issued under the 2021 Plan will not exceed 5 shares of common stock, which is the sum of (1) 4,700,000 new shares, plus (2) an additional number of shares equal to the number of common stock subject to outstanding stock options or other stock awards granted under the 2017 Plan that, on or after the 2021 P became effective, terminate or expire prior to exercise or settlement; are not issued because the award is settled in cash; are forfeite of the failure to vest; or are reacquired or withheld (or not issued) to satisfy a tax withholding obligation or the purchase or exercise any, as such shares become available from time to time. In addition, the number of shares of common stock reserved for issuance un 2021 Plan will automatically increase on January 1 of each calendar year, starting on January 1, 2022 through January 1, 2031, in a equal to (i) 5.0% of the total number of shares of common stock outstanding on December 31 of the year before the date of each au increase, or (ii) a lesser number of shares determined by the Board prior to

the applicable January 1. The maximum number of shares of common stock that may be issued on the exercise of incentive stock o under the 2021 Plan will be 14,100,000 shares. Shares subject to stock awards granted under the 2021 Plan that expire or terminate being exercised in full or that are paid out in cash rather than in shares will not reduce the number of shares available for issuance u 2021 Plan.

On March 31, 2022, the Company registered 2,375,609 additional shares of common stock under the 2021 Plan, pursuant to the pro the 2021 Plan providing for an automatic increase in the number of shares common stock reserved and available for issuance under Plan on January 1, 2022.

As of March 31, 2022, there were 4,771,403 shares of common stock issuable upon the exercise of outstanding options and there w 1,055,672 shares available for future issuance under the 2021 Plan.

2021 Employee Stock Purchase Plan

In March 2021, the Board adopted the 2021 Employee Stock Purchase Plan (the "2021 ESPP"), which became effective on the date underwriting agreement related to the IPO. The 2021 ESPP is administered by the Board or by a committee appointed by the Board ESPP initially provides participating employees with the opportunity to purchase up to an aggregate of 500,000 shares of common first offering period under the 2021 ESPP commenced on December 1, 2021.

Each offering to employees to purchase shares will begin on each June 1 and December 1 and will end on the following November May 31, respectively. On each purchase date, which will fall on the last date of each offering period, participants in the 2021 ESPP purchase shares of common stock at a price per share equal to 85% of the lesser of (1) the fair market value of the shares on the offe or (2) the fair market value of the shares on the purchase date. The occurrence and duration of offering periods under the 2021 ESP subject to the determinations of the compensation committee of the Board. On March 31, 2022, the Company registered 475,121 ad shares of its common stock under the 2021 ESPP, pursuant to the provisions of the 2021 ESPP, providing for an automatic increase number of shares of common stock reserved and available for issuance under the 2021 ESPP on January 1, 2022. As of March 31, 2 shares were issued under the 2021 ESPP in 2022 and 975,121 shares were available for future issuance.

Stock Options

The following table summarizes the activity of the Company's stock options under the 2017 Plan and 2021 Plan for the three month March 31, 2022:

	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE	WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM (in years)	AGGREGA INTRINSI VALUE (in thousan
Outstanding as of December 31, 2021	3,264,770	$ 11.04	8.4	$ 7
Granted	1,682,750	8.24		
Exercised	(20,406)	0.63		
Cancelled or forfeited	(150,994)	12.41		
Expired	(4,717)	13.63		

Outstanding as of March 31, 2022	4,771,403	$	10.05	8.2	$	2
Options exercisable as of March 31, 2022	1,165,647	$	6.77	6.7	$	2
Options vested or expected to vest as of March 31, 2022	4,771,403	$	10.05	8.2	$	2

As of March 31, 2022, there was approximately $27.2 million of unrecognized compensation expense related to the stock-based co arrangements granted under the 2021 Plan remaining to be recognized. The Company expects to recognize this cost over a weighte period of 3.34 years.

Stock-Based Compensation Expense

Total stock-based compensation expense recorded as R&D and general and administrative expenses, respectively, for employees, d non-employees for the periods presented is as follows (in thousands):

	THREE MONTHS ENDED MARCH 31,	
	2022	2021
Research and development	$ 1,009	$ 270
General and administrative	1,111	65
Total	$ 2,120	$ 335

Related Party Transactions	3 Months Ended Mar. 31, 2022
Related Party Transactions [Abstract]	
Related Party Transactions	

13. RELATED PARTY TRANSACTIONS

Master Strategic Affiliation Agreement

Under the Master Strategic Affiliation Agreement with OpenBiome (the “Strategic Agreement”), OpenBiome and the Company reimbursed one another for certain administrative expenses. The Company’s Chief Executive Officer and a member of the Board is the spouse of the co-founder and former executive director of OpenBiome, and certain of the OpenBiome directors are stockholders of the Company.

The Company did not record any reimbursements to or from OpenBiome under the Strategic Agreement during three months ended March 31, 2022. For the three months ended March 31, 2021, the Company reimbursed OpenBiome $0.1 million, and OpenBiome reimbursed the Company $0.1 million under the Strategic Agreement. As of March 31, 2022 and December 31, 2021, the Company recorded zero payable balance due to OpenBiome. The Strategic Agreement was amended and restated in its entirety upon execution of the OpenBiome Agreement in November 2020 (as amended, the "A&R Strategic Agreement").

Until December 31, 2021, OpenBiome subleased office and lab space from the Company (see Note 5). The Company’s rent income under the sublease was $0.1 million for the three months ended March 31, 2021. As of March 31, 2022 the Company had not recorded rent income under the sublease and no longer had an outstanding receivable due from OpenBiome.

Clinical Supply and Services Agreement

On February 10, 2020, the Company entered into a Clinical Supply and Services Agreement (the “CSA”) with OpenBiome, which terminated upon closing of the OpenBiome Agreement in March 2021. In accordance with the CSA, OpenBiome agreed to supply the Company with certain manufactured material and to provide additional support services to the Company. In consideration for these materials and services, the Company agreed to pay a monthly platform fee of $0.2 million, all direct employee overhead costs, and variable costs for consumables. Under a related payment agreement executed concurrently with the CSA, the Company paid a $0.5 million security deposit in the event of cost overruns under the CSA arrangement and approximately $1.6 million in prepaid fees. The $0.5 million security deposit was returned to the Company during the same period. The Company paid OpenBiome $0.8 million under the CSA for the three months ended March 31, 2021.

OpenBiome Agreement

On November 19, 2020, the Company entered into the OpenBiome Agreement in order to obtain OpenBiome’s CMC manufacturing process to enhance its current manufacturing capabilities for its lead program, CP101; the OpenBiome Agreement was fully executed and closed on March 1, 2021. Simultaneously with entering into the OpenBiome Agreement, the Company terminated the MAL Agreement and the APL Agreement, as well as certain subject matter agreements, and executed the A&R Strategic Agreement. Upon the closing of the OpenBiome Agreement on March 1, 2021, the CSA was also terminated, and the Company will not incur any additional expense to be paid to OpenBiome.

Pursuant to the OpenBiome Agreement, the Company acquired certain biological samples, software, and a non-exclusive license to OpenBiome’s CMC technology upon signing in November 2020, and acquired certain biological samples, a commercial lease, contract services intellectual property and capital equipment upon the closing of the transaction in March 2021.

The Company previously licensed the biological samples and OpenBiome's CMC technology under various historical agreements with OpenBiome which terminated upon signing of the OpenBiome Agreement. As such, the acquisition of the CMC technology license was a

continuation of previously granted rights. Under the A&R Strategic Agreement, the OpenBiome Agreement releases, for a one-year period from signing, a hiring restriction under the A&R Strategic Agreement (i.e., non-solicitation) such that the Company may hire, at its discretion, certain OpenBiome employees. The Company did not acquire any such employees as part of the transaction.

In connection with the OpenBiome Agreement, the Company paid $1.2 million for the acquisition of certain assets in November 2020, which was capitalized as property and equipment as software on the Company's condensed consolidated balance sheet as of December 31, 2020, and paid $3.8 million upon the closing of the OpenBiome Agreement on March 1, 2021, for the remaining assets. The Company accounted for the OpenBiome Agreement as an asset acquisition and capitalized $5.0 million of property and equipment on the condensed consolidated balance sheet as of March 31, 2021 for the acquired software and property and equipment. The Company did not assign any value to biological samples, contract services intellectual property, or the CMC technology license, as the Company did not acquire any additional rights that were not previously granted under the legacy agreements.

The Company is also required to pay certain milestones of up to $26.0 million upon the occurrence of certain R&D events, regulatory approvals, and commercial sales, and low single digit royalties on net sales of products on a product-by-product and country-by-country basis, as well as a mid single digit royalties on sublicensing revenue related to such products.

The Company previously granted OpenBiome a royalty-bearing, non-exclusive license to its intellectual property under the APL Agreement, which terminated upon the signing of the OpenBiome Agreement. The Company will continue to earn royalties under the OpenBiome Agreement based on sales of fecal microbiota transplantation ("FMT") materials.

Retirement Plan	3 Months Ended Mar. 31, 2022
Retirement Benefits [Abstract]	
Retirement Plan	**14. RETIREMENT PLAN** The Company has adopted a defined contribution plan intended to qualify under Section 401(k) of the Internal Revenue Code covering all eligible employees of the Company. All employees are eligible to become participants of the plan at their hire date. Each active employee may elect, voluntarily, to contribute a percentage of their compensation to the plan each year, subject to certain limitations. The Company reserves the right to make additional contributions to this plan. The Company made contributions to the plan of $0.2 million in each of the three months ended March 31, 2022 and 2021.

Loss per Share	3 Months Ended Mar. 31, 2022
Earnings Per Share [Abstract]	
Loss per Share	

15. LOSS PER SHARE

Basic and diluted loss per share is computed by dividing net loss attributable to common stockholders by the weighted-average common shares outstanding (in thousands, except share and per share data):

	FOR THE THREE MONTHS ENDED MARCH 31,	
	2022	2021
Numerator:		
Net loss	$ (24,567)	$ (13,981)
Net loss attributable to common stockholders—basic and diluted	(24,567)	(13,981)
Denominator:		
Weighted-average common stock outstanding—basic and diluted	47,528,948	14,033,273
Net loss per share attributable to common stockholders—basic and diluted	$ (0.52)	$ (1.00)

The Company’s potentially dilutive securities, which include preferred stock, restricted stock, stock options, and warrants, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted-average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to
common stockholders is the same. The Company excluded the following from the computation of diluted net loss per share attributable to common stockholders at March 31, 2022 and 2021 because including them would have had an anti-dilutive effect:

	THREE MONTHS ENDED MARCH 31,	
	2022	2021
Options to purchase common stock	4,771,403	2,032,964
Common stock warrants	—	19,346
Shares issuable under employee stock purchase plan	32,088	—
	4,803,491	2,052,310

Subsequent Events	3 Months Ended Mar. 31, 2022
Subsequent Events [Abstract]	
Subsequent Events	**16. SUBSEQUENT EVENTS** *Restructuring* On April 19, 2022, the Company announced its implementation of certain expense reduction measures, approved by its Board on April 14, 2022, including a reduction of the Company's workforce by 37 full-time employees, or approximately 20% of the Company (the "Restructuring"). The Restructuring followed the Company's decision to pause its chronic hepatitis B program, and its prior announcement of a clinical hold by the FDA on its investigational new drug ("IND") application for CP101 and associated delays to the Company's recurrent CDI and autism spectrum disorder ("ASD") programs. On April 28, 2022, the Company announced that the FDA had removed the clinical hold on its IND for CP101. The Company believes the Restructuring will allow it to focus its financial resources on its CDI and ASD programs. As a result of the Restructuring, the Company estimates that it will incur approximately $1.1 million in costs consisting of one-time severance payments, healthcare coverage, outplacement services and related expenses. The Company expects to record a significant portion of these charges in the second quarter of 2022. The Restructuring is expected to be substantially completed by the end of the second quarter of 2022. As of the date of this quarterly report, the estimates of costs that the Company expects to incur and the timing thereof are subject to a number of assumptions and actual results may differ. The Company may also incur other charges or cash expenditures not currently contemplated in connection with the Restructuring. *Loan and Security Agreement* On May 11, 2022 the Company entered into a loan and security agreement (the "Loan Agreement") with Hercules Capital, Inc., which provides for a term loan with aggregate maximum borrowings of up to $55.0 million (the "Term Loan"). Under the Loan Agreement, the Company borrowed an initial amount of $15.0 million, and has the option to draw down an additional $20.0 million under the first tranche of the Term Loan at the Company's discretion, and an additional $20.0 million from the second tranche subject to certain milestones and conditions. The Term Loan bears interest at a variable annual rate equal to the greater of (i)(a) 4.05% plus (b) the Prime Rate (as reported in the Wall Street Journal) and (ii) 7.55%. Borrowings under the Loan Agreement are repayable in monthly interest-only payments through December 1, 2024, or December 1, 2025 if certain conditions have been achieved prior to December 1, 2024. After the interest-only payment period, borrowings under the Loan Agreement are repayable in equal monthly payments of principal and accrued interest until November 1, 2026 (the "Maturity Date"). The Company paid a $262,500 facility charge upon closing and will pay a facility charge in connection with a draw under the second tranche of the Term Loan equal to 0.75% of the amount drawn. The Loan Agreement also provides for a final payment, payable upon maturity or the repayment of the obligations in full or in part (on a pro rata basis), equal to 5.50% of the aggregate principal amount of Term Loans advanced to the Borrower and repaid on such date. The Loan Agreement includes a minimum cash covenant of $12.5 million that applies commencing on the date the principal amount borrowed under the Term Loan exceeds $25.0 million, subject to waiver upon satisfaction of certain conditions as set forth in the Loan Agreement. In addition, the Loan Agreement includes certain customary affirmative and restrictive covenants and representations and warranties.

Summary of Significant Accounting Policies (Policies)	3 Months Ended Mar. 31, 2022
Accounting Policies [Abstract]	
Recently Issued Accounting Pronouncements	***Recently Issued Accounting Pronouncements*** There have been no new accounting pronouncements or changes to accounting pronouncements that could be expected to materially impact the Company's unaudited condensed consolidated financial statements during the three months ended March 31, 2022, as compared to the recent accounting pronouncements described in Note 2 of the Company's condensed consolidated financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2021.

Fair Value Measurements (Tables)

3 Months Ended Mar. 31, 2022

Fair Value Disclosures [Abstract]

Schedule of Financial Assets and Liabilities Measured at Fair Value on Recurring Basis

The following table presents information about the Company's financial assets and liabilities measured at fair value on a recurring basis and indic value hierarchy utilized to determine such fair values (in thousands):

DESCRIPTION	MARCH 31, 2022	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)
Asset			
Money market funds	$ 105,712	$ 105,712	$ —
Total financial assets	$ 105,712	$ 105,712	$ —

DESCRIPTION	DECEMBER 31, 2021	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)
Asset			
Money market funds	$ 132,275	$ 132,275	$ —
Total financial assets	$ 132,275	$ 132,275	$ —

Property and Equipment, Net (Tables)	3 Months Ended Mar. 31, 2022
Property, Plant and Equipment [Abstract]	
Schedule of Property and Equipment, Net	Property and equipment, net consisted of the following as of March 31, 2022 and December 31, 2021 (in thousands):

	MARCH 31, 2022	DECEMBER 31, 2021
Lab equipment	$ 3,978	$ 3,850
Office furniture and fixtures	537	537
Leasehold improvements	13,899	13,894
Construction work-in-progress	1,298	329
Software	4,883	4,883
Computer equipment	367	368
Total	$ 24,962	$ 23,861
Less: Accumulated depreciation	(5,556)	(4,226)
Property and equipment, net	$ 19,406	$ 19,635

Leases (Tables)	3 Months Ended Mar. 31, 2022

Leases [Abstract]

Leases Balance Sheet Information

The following table presents the classification of right-of-use assets and lease liabilities as of March 31, 2022 and December 31, 2021:

	BALANCE SHEET CLASSIFICATION	March 31, 2022	
ASSETS			
Operating lease assets	Operating right-of-use assets	$ 4,811	$
Finance lease assets	Property and equipment, net	17	
Total lease assets		4,828	
Liabilities			
Current			
Operating lease liabilities	Operating lease liabilities, current	$ 1,148	$
Finance lease liabilities	Other current liabilities	14	
Noncurrent			
Operating lease liabilities	Operating lease liabilities, non-current	4,594	
Finance lease liabilities	Other liabilities	6	
Total lease liabilities		$ 5,762	$

Summary of Components of Lease Cost

The following table represents the components of lease cost, which are included in general and administrative and research and development expe operations, for the three months ended March 31, 2022 and 2021:

	Three Months Ended March 31,	
LEASE COST	2022	
Finance lease cost:		
Amortization of right-of-use assets	$ 9	$
Interest on lease liabilities	2	
Operating lease cost	339	
Short-term lease cost	108	
Variable lease cost	495	
Sublease income	—	
Total lease cost	$ 953	$

Summary of Weighted Average Remaining Lease Term and Discount Rate

The weighted-average remaining lease term and discount rate as of March 31, 2022 and December 31, 2021 were as follows:

LEASE TERM AND DISCOUNT RATE	March 31, 2022	Dec
Weighted-average remaining lease term (years)		
Operating leases	4.4	
Finance Leases	1.0	
Weighted-average discount rate		
Operating leases	6.7%	
Finance Leases	30.6%	

Schedule of Supplemental Cash Flow Information

Supplemental disclosure of cash flow information related to leases for the three months ended March 31, 2022 and 2021 was as follows:

	Three Months Ended Ma	
SUPPLEMENTAL CASH FLOW INFORMATION	2022	
Cash paid for amounts included in measurement of lease liabilities		
Operating cash flows from operating leases	$ 273	$
Financing cash flows from finance leases	$ 9	$

Schedule of Future Lease Payments

The following table represents a summary of the Company's future lease payments required as of March 31, 2022:

	OPERATING LEASE OBLIGATIONS	HOOD PARK LEASE OBLIGATIONS	FINANCE LE OBLIGATIO
2022	$ 1,117	$ 3,021	$
2023	1,440	4,663	
2024	1,460	4,795	
2025	1,496	4,931	
2026	1,116	5,071	
Thereafter	—	27,605	
Total future minimum lease payments	$ 6,629	$ 50,086	$
Less: amount representing interest	(887)	—	
Present value of future minimum lease payments	$ 5,742	$ 50,086	$

Accrued Expenses and Other Current Liabilities (Tables)	3 Months Ended Mar. 31, 2022
Accrued Liabilities, Current [Abstract]	
Schedule of Accrued Expenses and Other Current Liabilities	Accrued expenses and other current liabilities consisted of the following as of March 31, 2022 and December 31, 2021 (in thousands):

	MARCH 31, 2022	DECEMBER 31, 2021
Accrued research and development	$ 979	$ 1,345
Accrued legal and professional fees	2,806	1,117
Accrued compensation and benefits	2,352	4,401
Accrued other	4,737	3,062
Total accrued expenses and other current liabilities	$ 10,874	$ 9,925

Stockholders' Equity (Tables)	3 Months Ended Mar. 31, 2022
Equity [Abstract]	
Summary of Shares Reserved for Potential Conversion of Outstanding Preferred Stock, Vesting of Restricted Stock and Exercise of Stock Options and Common Stock Warrants	As of March 31, 2022 and 2021 the Company has reserved the following shares of common stock for potential conversion of outstanding preferre restricted stock and exercise of stock options and common stock warrants:

	MARCH 31, 2022
Options to purchase common stock	4,771,403
Common stock warrants	—
Shares issuable under employee stock purchase plan	32,088
	4,803,491

Stock-Based Compensation (Tables)	3 Months Ended Mar. 31, 2022

Share-based Payment Arrangement [Abstract]

Summary of Activity of Stock Options

The following table summarizes the activity of the Company's stock options under the 2017 Plan and 2021 Plan for the three month March 31, 2022:

	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE	WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM (in years)	AGGREGA INTRINSI VALUE (in thousan
Outstanding as of December 31, 2021	3,264,770	$ 11.04	8.4	$ 7
Granted	1,682,750	8.24		
Exercised	(20,406)	0.63		
Cancelled or forfeited	(150,994)	12.41		
Expired	(4,717)	13.63		
Outstanding as of March 31, 2022	4,771,403	$ 10.05	8.2	$ 2
Options exercisable as of March 31, 2022	1,165,647	$ 6.77	6.7	$ 2
Options vested or expected to vest as of March 31, 2022	4,771,403	$ 10.05	8.2	$ 2

Summary of Total Stock-Based Compensation Expense

Total stock-based compensation expense recorded as R&D and general and administrative expenses, respectively, for employees, d non-employees for the periods presented is as follows (in thousands):

	THREE MONTHS ENDED MARCH 31, 2022	THREE MONTHS ENDED MARCH 31, 2021
Research and development	$ 1,009	$ 270
General and administrative	1,111	65
Total	$ 2,120	$ 335

Loss per Share (Tables)	3 Months Ended Mar. 31, 2022
Earnings Per Share [Abstract]	
Basic and Diluted Loss per Share Attributable to Common Stockholders	Basic and diluted loss per share is computed by dividing net loss attributable to common stockholders by the weighted-average common shares outstanding (in thousands, except share and per share data):

	FOR THE THREE MONTHS ENDED MARCH 31, 2022	2021
Numerator:		
Net loss	$ (24,567)	$ (13,981)
Net loss attributable to common stockholders—basic and diluted	(24,567)	(13,981)
Denominator:		
Weighted-average common stock outstanding—basic and diluted	47,528,948	14,033,273
Net loss per share attributable to common stockholders—basic and diluted	$ (0.52)	$ (1.00)

Computation of Diluted Loss per Share Attributable to Common Stockholders

The Company excluded the following from the computation of diluted net loss per share attributable to common stockholders at March 31, 2022 and 2021 because including them would have had an anti-dilutive effect:

	THREE MONTHS ENDED MARCH 31, 2022	2021
Options to purchase common stock	4,771,403	2,032,964
Common stock warrants	—	19,346
Shares issuable under employee stock purchase plan	32,088	—
	4,803,491	2,052,310

Nature of Operations and Basis of Presentation - Additional Information (Details) $ / shares in Units, $ in Thousands	Apr. 20, 2021 USD ($) $ / shares shares	Mar. 19, 2021 shares	Mar. 18, 2021 USD ($) $ / shares shares	Mar. 12, 2021 shares	3 Months Ended Mar. 31, 2022 USD ($) shares	3 Months Ended Mar. 31, 2021 USD ($) shares	Dec. 31, 2021 USD ($)
Organization Consolidation And Presentation Of Financial Statements [Line Items]							
Proceeds from initial public offering, net of underwriting discounts, commissions and offering costs					$ 0	$ 118,575	
Convertible preferred stock outstanding | shares					0		
Cash and cash equivalents					$ 106,931	$ 193,023	$ 133,481
Common Stock							
Organization Consolidation And Presentation Of Financial Statements [Line Items]							
Stock issued during period, shares | shares	192,877		7,500,000			7,500,000	
Net proceeds after deducting underwriting discounts, commissions and offering costs	$ 3,000		$ 115,700				
Initial Public Offering							
Organization Consolidation And Presentation Of Financial Statements [Line Items]							
Public offering price per share | $ / shares			$ 17.00				
Aggregate gross proceeds			$ 127,500				
Proceeds from initial public offering, net of underwriting discounts, commissions and offering costs			115,700				
Payments for underwriting discounts and commissions			8,900				
Offering costs			$ 2,900				
Reverse stock split ratio			69.000				
Number shares issued upon conversion of redeemable convertible preferred stock | shares | shares		31,253,609		31,253,609			
Convertible preferred stock outstanding | shares				0			
Initial Public Offering | Common Stock							

Organization Consolidation And Presentation Of Financial Statements [Line Items]			
Stock issued during period, shares | shares		7,500,000	
Number shares issued upon conversion of redeemable convertible preferred stock | shares | shares			31,253,609
OverAllotment Option			
Organization Consolidation And Presentation Of Financial Statements [Line Items]			
Stock issued during period, shares | shares	192,877		
Public offering price per share | $ / shares	$ 17.00		
Aggregate gross proceeds	$ 3,300		
Net proceeds after deducting underwriting discounts, commissions and offering costs	$ 3,000		

Summary Of Significant Accounting Policies - Additional Information (Details)	Apr. 20, 2021 shares
OverAllotment Option	
Summary Of Significant Accounting Policies [Line Items]	
Initial public offering, net of underwriting discounts, commissions and net of offering costs of $11,786	192,877

Fair Value Measurements - Schedule of Financial Assets and Liabilities Measured at Fair Value on Recurring Basis (Details) - USD ($) $ in Thousands	Mar. 31, 2022	Dec. 31, 2021
ASSETS		
Total financial assets	$ 204,633	$ 225,369
Fair Value, Measurements, Recurring		
ASSETS		
Total financial assets	105,712	132,275
Fair Value, Measurements, Recurring | Quoted Prices in Active Markets for Identical Assets (Level 1)		
ASSETS		
Total financial assets	105,712	132,275
Fair Value, Measurements, Recurring | Money Market Funds		
ASSETS		
Total financial assets	105,712	132,275
Fair Value, Measurements, Recurring | Money Market Funds | Quoted Prices in Active Markets for Identical Assets (Level 1)		
ASSETS		
Total financial assets	$ 105,712	$ 132,275

Fair Value Measurements - Additional Information (Details) - USD ($)	Mar. 31, 2022	Dec. 31, 2021
Fair Value Disclosures [Abstract]		
Transfers between fair value levels	$ 0	$ 0

Property and Equipment, Net - Schedule of Property and Equipment, Net (Details) - USD ($) $ in Thousands	Mar. 31, 2022	Dec. 31, 2021
Property, Plant and Equipment [Line Items]		
Total	$ 24,962	$ 23,861
Less: Accumulated depreciation	(5,556)	(4,226)
Property and equipment, net	19,406	19,635
Lab Equipment		
Property, Plant and Equipment [Line Items]		
Total	3,978	3,850
Office Furniture and Fixtures		
Property, Plant and Equipment [Line Items]		
Total	537	537
Leasehold Improvements		
Property, Plant and Equipment [Line Items]		
Total	13,899	13,894
Construction Work-In-Progress		
Property, Plant and Equipment [Line Items]		
Total	1,298	329
Software		
Property, Plant and Equipment [Line Items]		
Total	4,883	4,883
Computer Equipment		
Property, Plant and Equipment [Line Items]		
Total	$ 367	$ 368

Property and Equipment, Net - Additional Information (Details) - USD ($) $ in Thousands	3 Months Ended		
	Mar. 31, 2022	Mar. 31, 2021	Dec. 31, 2021
Property, Plant and Equipment [Line Items]			
Depreciation expense	$ 1,300	$ 400	
Property and equipment held	24,962		$ 23,861
Software			
Property, Plant and Equipment [Line Items]			
Property and equipment held	4,883		4,883
Software | Open Biome			
Property, Plant and Equipment [Line Items]			
Property and equipment held	2,400		
Lab Equipment			
Property, Plant and Equipment [Line Items]			
Property and equipment held	3,978		3,850
Lab Equipment | Open Biome			
Property, Plant and Equipment [Line Items]			
Property and equipment held	$ 700		
Property Plant And Equipment Other Types Member | Open Biome			
Property, Plant and Equipment [Line Items]			
Property and equipment held			$ 3,900

Leases - Additional Information (Details)	Aug. 17, 2021	Aug. 03, 2021 USD ($) ft²	May 25, 2021	Mar. 18, 2021	Mar. 01, 2021	1 Months Ended Dec. 31, 2015 USD ($) ft²	3 Months Ended Mar. 31, 2022 USD ($)	Mar. 31, 2021 USD ($)	Dec. 31, 2021 USD ($)	Jan. 31, 2021 USD ($)	Jul. 31, 2016
Capital Leased Assets [Line Items]											
Office and laboratory space for lease | ft²						25,785					
Other Cost and Expense, Operating							$ 242,000	$ 211,000			
Accrued expenses and other current liabilities							693,000	(926,000)			
Cash paid in connection with operating lease liabilities							369,000	344,000			
Operating right-of-use assets obtained in exchange for new operating leases upon adoption of ASC 842							0	5,965,000			
Sublease income							0	57,000			
Lease term description					The lease term is from March 2021 through February 2023						
Operating right-of-use assets							4,811,000	5,800,000	$ 5,053,000	$ 5,800,000	
Operating lease liabilities, current							1,148,000	1,000,000.0	1,128,000	900,000	
Operating lease liabilities, non-current							4,594,000	5,700,000	$ 4,887,000	$ 5,900,000	
Derecognition of deferred rent liabilities							800,000	800,000			
Unamortization of lease incentives							200,000	200,000			
Maximum											
Capital Leased Assets [Line Items]											
Accrued expenses and other current liabilities								100,000			
Deferred rent								100,000			
Inner Belt Road Lease											
Capital Leased Assets [Line Items]											
Sublease agreement term						10 years					10 years
Rental charges						$ 100,000					
Lease expense							300,000	300,000			

Open Biome						
Capital Leased Assets [Line Items]						
Sublease income						100,000
Cherry Street Lease						
Capital Leased Assets [Line Items]						
Lease expense					24,900	$ 8,000
Concord Avenue Lease						
Capital Leased Assets [Line Items]						
Lease expense					100,000	
Lease term description	On August 17, 2021 Finch extended the term of the lease for an additional two-month period through April 2022 and on February 4, 2022, Finch further extended the lease for an additional month through May 2022		May 2021 through February 2022			
Hood Park Lease						
Capital Leased Assets [Line Items]						
Sublease agreement term		10 years				
Office and laboratory space for lease | ft^2		61,139				
Rental charges		$ 4,500,000				
Lease term description				The Hood Lease provides Finch with an option to extend the lease for one		

		additional five-year term	
Lease liability			0
Tenant improvement allowance	14,800,000		
Tenant Improvements			14,300,000
Hood Park Lease | Other Current Assets			
Capital Leased Assets [Line Items]			
Tenant Improvements			$ 11,100,000
Letter of Credit			
Capital Leased Assets [Line Items]			
Decrease in security deposit	$ 2,300,000		

Leases - Leases Balance Sheet Information (Details) - USD ($) $ in Thousands	Mar. 31, 2022	Dec. 31, 2021	Mar. 31, 2021	Jan. 31, 2021
Leases [Abstract]				
Operating right-of-use assets	$ 4,811	$ 5,053	$ 5,800	$ 5,800
Finance lease assets	$ 17	$ 22		
Finance Lease, Right-of-Use Asset, Statement of Financial Position [Extensible Enumeration]	Property and equipment, net	Property and equipment, net		
Lease Assets, Total	$ 4,828	$ 5,075		
Operating lease liabilities, current	1,148	1,128	1,000	900
Finance lease liabilities	$ 14	$ 19		
Finance Lease, Liability, Current, Statement of Financial Position [Extensible Enumeration]	Liabilities Current	Liabilities Current		
Operating lease liabilities, non-current	$ 4,594	$ 4,887	$ 5,700	$ 5,900
Finance lease liabilities, noncurrent	$ 6	$ 7		
Finance Lease, Liability, Noncurrent, Statement of Financial Position [Extensible Enumeration]	Other liabilities	Other liabilities		
Total lease liabilities	$ 5,762	$ 6,041		

Leases - Summary of Components of Lease Cost (Details) - USD ($) $ in Thousands	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
Leases [Abstract]		
Amortization of right-of-use assets	$ 9	$ 8
Interest on lease liabilities	2	3
Operating lease cost	339	317
Short-term lease cost	108	5
Variable lease cost	495	68
Sublease income	0	(57)
Total lease cost	$ 953	$ 344

Leases - Summary of Weighted Average Remaining Lease Term and Discount Rate (Details)	Mar. 31, 2022	Dec. 31, 2021
Lease, Cost [Abstract]		
Weighted-average remaining lease term, Operating leases	4 years 4 months 24 days	4 years 7 months 6 days
Weighted-average remaining lease term, Financing leases	1 year	1 year 2 months 12 days
Weighted-average discount rate, Operating leases	6.70%	6.70%
Weighted-average discount rate, Finance leases	30.60%	30.60%

Leases - Schedule of Supplemental Cash Flow Information (Details) - USD ($) $ in Thousands	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
Leases [Abstract]		
Operating cash flows from operating leases	$ 273	$ 233
Financing cash flows from finance leases	$ 9	$ 8

Leases - Schedule of Future Lease Payments (Details) $ in Thousands	Mar. 31, 2022 USD ($)
Operating Lease Obligations [Abstract]	
2022	$ 1,117
2023	1,440
2024	1,460
2025	1,496
2026	1,116
Thereafter	0
Total future minimum lease payments	6,629
Less: amount representing interest	(887)
Present value of future minimum lease payments	5,742
Hood Park Lease Obligations [Abstract]	
2022	3,021
2023	4,663
2024	4,795
2025	4,931
2026	5,071
Thereafter	27,605
Total future minimum lease payments	50,086
Less: amount representing interest	0
Present value of future minimum lease payments	50,086
Finance Lease Obligation [Abstract]	
2022	17
2023	6
2024	0
2025	0
2026	0
Thereafter	0
Total future minimum lease payments	23
Less: amount representing interest	(3)
Present value of future minimum lease payments	20
2022	4,155
2023	6,109
2024	6,255
2025	6,427
2026	6,187
Thereafter	27,605
Total future minimum lease payments	56,738
Less: amount representing interest	(890)
Present value of minimum lease payments	$ 55,848

Accrued Expenses and Other Current Liabilities - Schedule of Accrued Expenses and Other Current Liabilities (Details) - USD ($) $ in Thousands	Mar. 31, 2022	Dec. 31, 2021
Accrued Liabilities, Current [Abstract]		
Accrued research and development	$ 979	$ 1,345
Accrued legal and professional fees	2,806	1,117
Accrued compensation and benefits	2,352	4,401
Accrued other	4,737	3,062
Total accrued expenses and other current liabilities	$ 10,874	$ 9,925

Revenue - Additional Information (Details) - USD ($) $ in Thousands	3 Months Ended			
	Mar. 31, 2022	Mar. 31, 2021	Dec. 31, 2021	Dec. 31, 2017
Collaborative Arrangements And Noncollaborative Arrangement Transactions [Line Items]				
Accounts receivable	$ 172		$ 494	
Takeda Agreement | Sales-Based Royalties				
Collaborative Arrangements And Noncollaborative Arrangement Transactions [Line Items]				
Royalties received	0	$ 0		
Takeda Pharmaceutical Company Limited | Takeda Agreement				
Collaborative Arrangements And Noncollaborative Arrangement Transactions [Line Items]				
Upfront payment received				$ 10,000
Accounts receivable			$ 500	
Remaining revenue performance obligation	0			
Maximum milestone payment associated with development and commercialization upon milestone to be achieved	180,000			
Milestone payments received under agreement	4,000			
Takeda Pharmaceutical Company Limited | Takeda Agreement | Collaboration Revenue				
Collaborative Arrangements And Noncollaborative Arrangement Transactions [Line Items]				
Revenue recognized	400	3,600		
Open Biome | LMIC Agreement				
Collaborative Arrangements And Noncollaborative Arrangement Transactions [Line Items]				
Revenue recognized	0	$ 0		
Open Biome | LMIC Agreement | Sales-Based Royalties				
Collaborative Arrangements And Noncollaborative Arrangement Transactions [Line Items]				
Sales-based royalties revenues	$ 0			

Redeemable Convertible Preferred Stock - Additional Information (Details) - shares	Mar. 19, 2021	Mar. 12, 2021	Mar. 31, 2022
Temporary Equity [Line Items]			
Convertible preferred stock outstanding			0
Initial Public Offering			
Temporary Equity [Line Items]			
Preferred stock outstanding shares converted	31,253,609		
Outstanding preferred stock converted to common stock	31,253,609	31,253,609	
Convertible preferred stock outstanding		0	

Stockholders' Equity - Additional Information (Details) - USD ($)	Apr. 20, 2021	Mar. 18, 2021	3 Months Ended Mar. 31, 2022	Mar. 31, 2021	Dec. 31, 2021
Class Of Stock [Line Items]					
Common shares authorized for issuance			200,000,000		200,000,000
Common stock par value			$ 0.001		$ 0.001
Preferred stock, shares outstanding			0		
Cash dividends declared or paid			$ 0		
Common stock voting rights			Each share of common stock entitles the holder to one vote		
Common Stock					
Class Of Stock [Line Items]					
Common stock par value		$ 0.001			
Stock issued during period, shares	192,877	7,500,000		7,500,000	
Offering price per share	$ 17.00	$ 17.00			
Net proceeds from issuance of common stock	$ 3,000,000.0	$ 115,700,000			
Conversion of stock, shares issued		31,253,609			
Gross proceeds from issuance of common stock	$ 3,300,000				
Undesignated Preferred Stock					
Class Of Stock [Line Items]					
Preferred stock par value		$ 0.001			
Maximum | Common Stock					
Class Of Stock [Line Items]					
Common shares authorized for issuance		200,000,000			
Maximum | Undesignated Preferred Stock					
Class Of Stock [Line Items]					
Preferred shares authorized for issuance		10,000,000			

Stockholder's Equity - Summary of Shares Reserved for Potential Conversion of Outstanding Preferred Stock, Vesting of Restricted Stock and Exercise of Stock Options and Common Stock Warrants (Details) - shares	Mar. 31, 2022	Mar. 31, 2021
Class Of Stock [Line Items]		
Shares of common stock for potential conversion	4,803,491	2,052,310
Options to Purchase Common Stock		
Class Of Stock [Line Items]		
Shares of common stock for potential conversion	4,771,403	2,032,964
Common Stock Warrants		
Class Of Stock [Line Items]		
Shares of common stock for potential conversion	0	19,346
Employee Stock Option Member		
Class Of Stock [Line Items]		
Shares of common stock for potential conversion	32,088	0

Stock-Based Compensation - Additional Information (Details) - USD ($) $ in Millions	3 Months Ended Mar. 31, 2022	Dec. 31, 2021
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Number of common stock shares available for future grants	0	
Aggregate purchase of common stock	500,000	
Common Stock, Shares, Issued	47,532,588	47,512,182
2017 Equity Incentive Plan		
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Maximum number of common stock to be issued	4,700,000	
Unrecognized compensation expense remaining to be recognized, period	3 years 4 months 2 days	
2021 Equity Incentive Plan		
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Number of common stock shares available for future grants	1,055,672	
Maximum number of common stock to be issued	5,291,446	
Percentage of increase in shares of common stock reserved for issuance	5.00%	
Share-based Compensation Arrangement by Share-based Payment Award, Number of Additional Shares Authorized	2,375,609	
Number of shares issuable upon the exercise of outstanding options	4,771,403	
Unrecognized compensation expense remaining to be recognized	$ 27.2	
2021 Equity Incentive Plan | Incentive Stock Options		
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Maximum number of common stock to be issued	14,100,000	
2021 Employee Stock Purchase Plan		
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Common Stock, Shares, Issued	475,121	
Stock Issued During Period, Shares, New Issues	975,121	

Stock-Based Compensation - Summary of Activity of Stock Options (Details) - 2017 and 2021 Equity Incentive Plan - USD ($) $ / shares in Units, $ in Thousands	3 Months Ended Mar. 31, 2022	12 Months Ended Dec. 31, 2021
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
SHARES, Outstanding, Beginning Balance	3,264,770	
SHARES, Granted	1,682,750	
SHARES, Exercised	(20,406)	
SHARES, Cancelled or forfeited	(150,994)	
SHARES, Expired	(4,717)	
SHARES, Outstanding, Ending Balance	4,771,403	3,264,770
SHARES, Options exercisable	1,165,647	
SHARES, Options vested or expected to vest | shares	4,771,403	
WEIGHTED AVERAGE EXERCISE PRICE, Outstanding, Beginning Balance	$ 11.04	
WEIGHTED AVERAGE EXERCISE PRICE, Granted	8.24	
WEIGHTED AVERAGE EXERCISE PRICE, Exercised	0.63	
WEIGHTED AVERAGE EXERCISE PRICE, Cancelled or forfeited	12.41	
WEIGHTED AVERAGE EXERCISE PRICE, Expired	13.63	
WEIGHTED AVERAGE EXERCISE PRICE, Outstanding, Ending Balance	10.05	$ 11.04
WEIGHTED AVERAGE EXERCISE PRICE, Options exercisable	6.77	
WEIGHTED AVERAGE EXERCISE PRICE, Options vested or expected to vest	$ 10.05	
WEIGHTED AVERAGE REMAINING CONTRACTUAL TERM (in years), Outstanding	8 years 2 months 12 days	8 years 4 months 24 days
WEIGHTED AVERAGE REMAINING CONTRACTUAL TERM (in years), Options exercisable	6 years 8 months 12 days	
WEIGHTED AVERAGE REMAINING CONTRACTUAL TERM (in years), Options vested or expected to vest	8 years 2 months 12 days	
AGGREGATE INTRINSIC VALUE, Outstanding, Beginning Balance	$ 7,228	
AGGREGATE INTRINSIC VALUE, Outstanding, Ending Balance	2,857	$ 7,228
AGGREGATE INTRINSIC VALUE, Options exercisable	2,382	
AGGREGATE INTRINSIC VALUE, Options vested or expected to vest | $	$ 2,857	

Stock-Based Compensation - Summary of Total Stock-Based Compensation Expense (Details) - USD ($) $ in Thousands	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Total stock-based compensation expense	$ 2,120	$ 335
Research and Development		
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Total stock-based compensation expense	1,009	270
General and Administrative		
Share Based Compensation Arrangement By Share Based Payment Award [Line Items]		
Total stock-based compensation expense	$ 1,111	$ 65

Related Party Transactions - Additional Information (Details) - Open Biome - USD ($) $ in Thousands			1 Months Ended	3 Months Ended		
	Mar. 01, 2021	Feb. 10, 2020	Nov. 30, 2020	Mar. 31, 2022	Mar. 31, 2021	Dec. 31, 2021
Related Party Transaction [Line Items]						
Rent income under sublease				$ 0	$ 100	
Maximum						
Related Party Transaction [Line Items]						
Receivable from related party				0		
Strategic Agreement						
Related Party Transaction [Line Items]						
Reimbursed to related party				0	100	
Reimbursed from related party				0	100	
Due from related party				0		$ 0
Clinical Supply and Services Agreement						
Related Party Transaction [Line Items]						
Payment of monthly platform fee		$ 200				
Security deposit		500				
Prepaid fees		1,600				
Security deposit returned		$ 500				
Payment to related party					800	
Asset Purchase Agreement						
Related Party Transaction [Line Items]						
Payment to acquire certain assets			$ 1,200			
Payment to acquire remaining assets	$ 3,800					
Property and equipment					$ 5,000	
Required to pay certain milestones				$ 26,000		

Retirement Plan - Additional Information (Details) - USD ($) $ in Millions	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
Retirement Benefits [Abstract]		
Company's contribution to plan	$ 0.2	$ 0.2

Loss per Share - Basic and Diluted Loss per Share Attributable to Common Stockholders (Details) - USD ($) $ / shares in Units, $ in Thousands	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
Numerator:		
Net loss	$ (24,567)	$ (13,981)
Net loss attributable to common stockholders—basic and diluted	$ (24,567)	$ (13,981)
Denominator:		
Weighted-average common stock outstanding—basic and diluted	47,528,948	14,033,273
Net loss per share attributable to common stockholders—basic and diluted	$ (0.52)	$ (1.00)

Loss per Share - Computation of Diluted Loss per Share Attributable to Common Stockholders (Details) - shares	3 Months Ended	
	Mar. 31, 2022	Mar. 31, 2021
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Anti-dilutive securities excluding from computation of diluted net loss per share	4,803,491	2,052,310
Options to Purchase Common Stock		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Anti-dilutive securities excluding from computation of diluted net loss per share	4,771,403	2,032,964
Common Stock Warrants		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Anti-dilutive securities excluding from computation of diluted net loss per share	0	19,346
Employee Stock		
Antidilutive Securities Excluded From Computation Of Earnings Per Share [Line Items]		
Anti-dilutive securities excluding from computation of diluted net loss per share	32,088	0

Subsequent Events - Additional Information (Details) $ in Thousands	May 11, 2022 USD ($)	Apr. 19, 2022 USD ($) Employee	3 Months Ended Mar. 31, 2022
Loan and Security Agreement [Member] | Term Loan [Member]			
Subsequent Event [Line Items]			
Maturity date			Nov. 01, 2026
Subsequent Event [Member]			
Subsequent Event [Line Items]			
Reduction of workforce | Employee		37	
Reduction of workforce percentage		20.00%	
Restructuring Charges		$ 1,100	
Subsequent Event [Member] | Loan and Security Agreement [Member]			
Subsequent Event [Line Items]			
Aggregate maximum borrowing capacity	$ 55,000		
Initial amount borrowed	15,000		
Option to draw down an additional amount	20,000		
Additional amount second tranche subject to milestones and conditions	$ 20,000		
Basis spread on variable rate (as a percent)	4.05%		
Percentage of amount drawn	0.75%		
Subsequent Event [Member] | Loan and Security Agreement [Member] | Term Loan [Member]			
Subsequent Event [Line Items]			

Debt instrument, description	The Term Loan bears interest at a variable annual rate equal to the greater of (i)(a) 4.05% plus (b) the Prime Rate (as reported in the Wall Street Journal) and (ii) 7.55%. Borrowings under the Loan Agreement are repayable in monthly interest-only payments through December 1, 2024, or December 1, 2025 if certain conditions have been achieved prior to December 1, 2024. After the interest-only payment period, borrowings under the Loan Agreement are repayable in equal monthly payments of principal and accrued interest until November 1, 2026 (the "Maturity Date").
Basis spread on variable rate (as a percent)	7.55%
Payment of facility charges	$ 262,500
Percentage of repayment on aggregate principal amount of term loan advances	5.50%
Minimum cash covenant	$ 12,500
Exceeding principal amount borrowed under term loan	$ 25,000