UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO
TENDER OFFER STATEMENT UNDER SECTION 14(D)(1) OR 13(E)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

LOGICBIO THERAPEUTICS, INC.

(Name of Subject Company (Issuer))

CAMELOT MERGER SUB, INC.

(Offeror)
a wholly owned subsidiary of

ALEXION PHARMACEUTICALS, INC.

(Parent of Offeror)

Common Stock, Par Value $0.0001 Per Share
(Title of Class of Securities)

54142F102
(CUSIP Number of Class of Securities)

Todd Spalding, Deputy General Counsel
Alexion Pharmaceuticals, Inc.
121 Seaport Boulevard
Boston, MA 02210
Tel. (475) 230-2596

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

Sebastian L. Fain, Esq.
Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue, 31st Floor
New York, NY 10022
(212) 277-4000

☐ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	None	Filing Party:	Not applicable
Form or Registration No.:	Not applicable	Date Filed:	Not applicable

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (as it may be amended, supplemented or otherwise modified from time to time, this "Schedule TO") relates to the offer by Camelot Merger Sub, Inc., a Delaware corporation ("Purchaser"), and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), to purchase, subject to certain conditions, including the satisfaction of the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined in the Offer to Purchase (as defined below)), any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation ("LogicBio" or the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, to the holder in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase, dated October 18, 2022 (the "Offer to Purchase") and in the accompanying Letter of Transmittal (which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer"), which are annexed to and filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. This Schedule TO is being filed by Parent and Purchaser. Unless otherwise indicated, references to sections in this Schedule TO are references to sections of the Offer to Purchase. A copy of the Agreement and Plan of Merger, dated as of October 3, 2022, by and among the Company, Parent and Purchaser is attached as Exhibit (d)(1) hereto and incorporated herein by reference with respect to Items 4 through 11 of this Schedule TO.

ITEM 1. SUMMARY TERM SHEET.

The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) The subject company and the issuer of the securities subject to the Offer (i.e., the Shares) is LogicBio Therapeutics, Inc. Its principal executive office is located at 65 Hayden Avenue, 2nd Floor, Lexington, MA 02421, and its telephone number is: (617) 245-0399.

(b) This Schedule TO relates to the Shares. According to the Company, as of the close of business on October 11, 2022, there were (i) 32,962,733 Shares issued and outstanding and (ii) 2,475,984 Shares issuable pursuant to outstanding options.

(c) The information concerning the principal market in which the Shares are traded and certain high and low sales prices for the Shares in the principal market in which the Shares are traded set forth in Section 6 — "Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

(a) – (c) The filing companies of this Schedule TO are (i) Parent and (ii) Purchaser. The information set forth in Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties" and Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(a) and (b) The information set forth in the "Summary Term Sheet," "Introduction," Section 7 — "Certain Information Concerning the Company," Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties," Section 10 — "Background of the Offer; Past Contacts or Negotiations with the Company," Section 11 — "The Merger Agreement; Other Agreements," Section 12 — "Purpose of the Offer; Plans for the Company" and Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a) and (c)(1) – (7) The information set forth in the sections of the Offer to Purchase titled "Summary Term Sheet," "Introduction," Section 6 — "Price Range of Shares; Dividends," Section 10 — Background of the Offer; Past Contacts or Negotiations with the Company," Section 11 — "The Merger Agreement; Other Agreements," Section 12 — "Purpose of the Offer; Plans for the Company" and Section 13 — "Certain Effects of the Offer" of the Offer to Purchase is incorporated herein by reference.

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) and (b) The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and in Section 9 — "Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

(d) Not applicable.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) and (b) The information set forth in Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties," Section 11 — "The Merger Agreement; Other Agreements," Section 12 — "Purpose of the Offer; Plans for the Company" and Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 9. PERSONS/ASSETS RETAINED, EMPLOYED, COMPENSATED OR USED.

(a) The information set forth in Section 3 — "Procedures for Tendering Shares," Section 10 — "Background of the Offer; Past Contacts or Negotiations with the Company" and Section 17 — "Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

Not applicable. In accordance with the instructions to Item 10 of the Schedule TO, the financial statements are not considered material because:

(a) the consideration offered consists solely of cash;

(b) the Offer is not subject to any financing condition; and

(c) the Offer is for all outstanding securities of the subject class.

ITEM 11. ADDITIONAL INFORMATION.

(a) The information set forth in Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties," Section 10 — "Background of the Offer; Past Contacts or Negotiations with the Company," Section 11 — "The Merger Agreement; Other Agreements," Section 12 — "Purpose of the Offer; Plans for the Company," Section 13 — "Certain Effects of the Offer," Section 15 — "Conditions of the Offer" and Section 16 — "Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 12. EXHIBITS.

Index No.	
(a)(1)(A)*	Offer to Purchase, dated October 18, 2022.
(a)(1)(B)*	Form of Letter of Transmittal.
(a)(1)(C)*	Form of Notice of Guaranteed Delivery.
(a)(1)(D)*	Form of Letter to Brokers, Dealers, Commercial Bankers, Trust Companies and Other Nominees.

Index No.	
(a)(1)(E)*	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(F)*	Form of Summary Advertisement, published October 18, 2022 in *The New York Times*.
(a)(5)(A)	Press Release of LogicBio, dated October 3, 2022 (incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed by LogicBio with the Securities and Exchange Commission on October 3, 2022).
(a)(5)(B)	Press Release of Parent, dated October 3, 2022 (incorporated by reference to Exhibit 99.1 to the Tender Offer Statement on Schedule TO-C filed by Parent and Purchaser with the Securities and Exchange Commission on October 3, 2022).
(a)(5)(C)	Letter to the Company's employees from Parent's Chief Executive Officer, Marc Dunoyer, dated October 3, 2022 (incorporated by reference to Exhibit 99.2 to the Tender Offer Statement on Schedule TO-C filed by Parent and Purchaser with the Securities and Exchange Commission on October 3, 2022).
(b)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated October 3, 2022, by and among LogicBio, Parent and Purchaser (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by LogicBio with the Securities and Exchange Commission on October 3, 2022).
(d)(2)	Tender and Support Agreement, dated October 3, 2022, by and among Parent, Purchaser, OrbiMed Israel Partners II, L.P., OrbiMed Private Investments VI, L.P., OrbiMed Genesis Master Fund, L.P. and The Biotech Growth Trust PLC (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K by LogicBio with the Securities and Exchange Commission on October 3, 2022).
(d)(3)	Tender and Support Agreement, dated October 3, 2022, by and among Parent, Purchaser and BioDiscovery 5 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K by LogicBio with the Securities and Exchange Commission on October 3, 2022).
(d)(4)*	Confidentiality Agreement, dated October 20, 2021 (as amended on July 22, 2022), by and between LogicBio and Parent.
(d)(5)*	Exclusivity Agreement, dated August 30, 2022 (as amended on October 2, 2022 with effect as of September 27, 2022), by and between LogicBio and Parent.
(d)(6)*	Key Employee Offer Letter, dated October 1, 2022, by and between Frederic Chereau and Alexion Pharmaceuticals, Inc.
(d)(7)*	Key Employee Offer Letter, dated October 1, 2022, by and between Mariana Nacht and Alexion Pharmaceuticals, Inc.
(d)(8)*	Key Employee Offer Letter, dated October 1, 2022, by and between Matthias Hebben and Alexion Pharmaceuticals, Inc.
(d)(9)*	Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, dated October 1, 2022, applicable to Frederic Chereau.
(d)(10)*	Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, dated August 6, 2020, applicable to Mariana Nacht.
(d)(11)*	Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, dated October 1, 2022, applicable to Matthias Hebben.
(g)	Not applicable.
(h)	Not applicable.
107*	Filing fee table.

* Filed herewith.

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable.

SIGNATURE

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

Dated: October 18, 2022

CAMELOT MERGER SUB, INC.

By: /s/ Richard Kenny

Name: Richard Kenny
Title: Assistant Secretary

ALEXION PHARMACEUTICALS, INC.

By: /s/ Sean Christie

Name: Sean Christie
Title: Chief Financial and Administration Officer

Exhibit (a)(1)(A)

OFFER TO PURCHASE FOR CASH
Any and All Issued and Outstanding Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
at
$2.07 Per Share
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE FOLLOWING 11:59 P.M. (12:00 MIDNIGHT), NEW YORK CITY TIME, ON TUESDAY, NOVEMBER 15, 2022, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Camelot Merger Sub, Inc. ("Purchaser" or "we"), a Delaware corporation and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), is offering to purchase, subject to certain conditions, including the satisfaction of the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined below), any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, to the seller in cash, without interest (the "Offer Price") less any applicable withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase (the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and which, together with this Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitutes the "Offer").

We are making the Offer pursuant to the Agreement and Plan of Merger, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that, on the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company (the "Merger") without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (as amended, the "DGCL"), with the Company continuing as the surviving corporation in the Merger and thereby becoming a wholly owned subsidiary of Parent.

As a result of the Merger, each Share issued and outstanding immediately prior to the effective time of the Merger (the "effective time") (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case immediately prior to the effective time, (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL) will be cancelled and converted into the right to receive the Offer Price in cash (without interest and less any applicable withholding taxes), which we refer to as the "Merger Consideration." Shares described in clauses (a), (b) and (c), which, in the case of clauses (b) and (c), we refer to as "Excluded Shares," will be automatically cancelled and retired and will cease to exist at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d), which we refer to as "Dissenting Shares," will entitle their holders only to the rights granted to them under Section 262 of the DGCL. Following the Merger, the Company will cease to be a publicly traded company.

Under no circumstances will interest be paid on the Offer Price for the Shares, regardless of any extension of the Offer or any delay in making payment for the Shares.

The board of directors of the Company, at a meeting thereof duly called and held, duly adopted by unanimous vote resolutions (which have not been rescinded, modified or withdrawn in any way) (a) determining the Merger Agreement and the transactions contemplated thereby (the "Transactions"), including the Offer and the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (b) approving the Merger Agreement and the Transactions, including the Offer and the Merger, and declaring the Merger Agreement and the Transactions, including the Offer and the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders, (c) agreeing that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL and (d) resolving to recommend that the holders of Shares accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

The Offer is not subject to any financing condition. The obligations of Purchaser to, and Parent to cause Purchaser to, accept for payment, and pay for, any Shares validly tendered (and not validly withdrawn) pursuant to the Offer are subject to the terms and conditions of the Merger Agreement, including the prior satisfaction of the Minimum Tender Condition and the satisfaction or waiver of the other conditions set forth in Annex I of the Merger Agreement (collectively, the "Offer Conditions"), including the Injunction Condition and the Key Employee Conditions. The "Minimum Tender Condition" requires that the number of Shares validly tendered and not validly withdrawn as of the Offer Expiration Time (as defined below), considered together with all other Shares (if any) otherwise beneficially owned by Parent or any of its wholly owned subsidiaries (including Purchaser) (but excluding the Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as defined by Section 251(h)(6) of the DGCL), represent one more than 50% of the total number of the outstanding Shares at the expiration of the Offer at one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022 (the "Offer Expiration Time," unless Purchaser will have extended the period during which the Offer is open in accordance with the Merger Agreement, in which event "Offer Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire). If at the otherwise scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all of the other Offer Conditions (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will extend the Offer on one occasion for an additional period specified by the Company of up to ten business days to permit the Minimum Tender Condition to be satisfied. The "Injunction Condition" requires that there will not have been issued by any court of competent jurisdiction and remain in effect any temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Transactions, or imposing a Burdensome Condition (as defined in the Merger Agreement) as a condition or consequence of consummating the Transactions (including any decision by the European Commission to examine the Transactions under Article 22(3) of the EU Merger Regulation, and any notification of a referral request under Article 22 (2) of the EU Merger Regulation prior to such a decision having been made, each of which would prevent or make unlawful the consummation of the Transactions while the standstill obligation is in effect), nor will any applicable law or order promulgated, entered, enforced, enacted, issued or deemed applicable to the Transactions by any governmental entity of competent jurisdiction directly or indirectly prohibit, or make illegal, the consummation of the Transactions or impose a Burdensome Condition as a condition or consequence of consummating the Transactions. The "Key Employee Conditions" require (a) that the Key Employee Offer Letter and the Restrictive Covenant Agreement of each Key Employee (each as defined in the Merger Agreement) will continue to be in full force and effect, and no breach nor repudiation by any such Key Employee will have occurred or be imminent or threatened, and (b) each Key Employee will be an employee of the Company or any subsidiary of the Company immediately prior to the effective time. The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is also subject to other Offer Conditions described in Section 15 — "Conditions of the Offer."

A summary of the principal terms of the Offer appears under the heading "Summary Term Sheet." **You should read this entire Offer to Purchase, the Letter of Transmittal and the other documents to which this Offer to Purchase refers carefully before deciding whether to tender your Shares in the Offer.**

October 18, 2022

IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you should either (i) complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, with any required signature guarantees if the Letter of Transmittal so requires, and mail or deliver the Letter of Transmittal and any other required documents to Computershare Trust Company, N.A., in its capacity as depositary and paying agent for the Offer (the "Depositary"), and deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal, or tender your Shares by book-entry transfer by following the procedures described in Section 3 — "Procedures for Tendering Shares," in each case prior to the Offer Expiration Time, or (ii) request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares pursuant to the Offer. If you are a record holder but your stock certificate is not available or you cannot deliver it to the Depositary before the Offer Expiration Time, you may be able to tender your Shares using the enclosed Notice of Guaranteed Delivery (the "Notice of Guaranteed Delivery") (see Section 3 — "Procedures for Tendering Shares" for further details). Shares delivered by a Notice of Guaranteed Delivery that have not been "received" (within the meaning of Section 251(h)(6) of the DGCL) by the Depositary prior to the Offer Expiration Time will not be counted by Purchaser toward the satisfaction of the Minimum Tender Condition and therefore it is preferable for Shares to be tendered by the other methods described herein.

Questions and requests for assistance regarding the Offer or any of the terms thereof may be directed to MacKenzie Partners, Inc., as information agent for the Offer (the "Information Agent"), at the address and telephone number set forth for the Information Agent below and on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and any other materials related to the Offer may be obtained at the website maintained by the U.S. Securities and Exchange Commission (the "SEC") at www.sec.gov. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making a decision with respect to the Offer.

This transaction has not been approved or disapproved by the SEC or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of such transaction or upon the accuracy or adequacy of the information contained in this Offer to Purchase or the Letter of Transmittal. Any representation to the contrary is unlawful.

The Information Agent for the Offer is:

MACKENZIE PARTNERS, INC.

1407 Broadway
New York, New York 10018
(212) 929-5500
or
Call Toll-Free (800) 322-2885
Email: tenderoffer@mackenziepartners.com

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SUMMARY TERM SHEET

The following are some key Offer (as defined below) terms and questions that you, as a stockholder of the Company (as defined below), may have and answers to those questions. This summary term sheet highlights selected information from this Offer to Purchase (the "Offer to Purchase") and may not contain all of the information that is important to you and is qualified in its entirety by the more detailed descriptions and explanations contained in this Offer to Purchase and in the related Letter of Transmittal (the "Letter of Transmittal" and which, together with this Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitutes the "Offer"). To better understand the Offer and for a complete description of the legal terms of the Offer, you should read this Offer to Purchase, the Letter of Transmittal and other related materials carefully and in their entirety. The information concerning the Company contained herein and elsewhere in the Offer to Purchase has been provided to Parent (as defined below) and Purchaser (as defined below) by the Company or has been taken from, or is based upon, publicly available documents or records of the Company on file with the U.S. Securities and Exchange Commission (the "SEC") or other public sources at the time of the Offer. Parent and Purchaser have not independently verified the accuracy and completeness of such information. Questions or requests for assistance may be directed to the Information Agent (as defined below) at the address and telephone numbers set forth for the Information Agent on the back cover of this Offer to Purchase. Unless otherwise indicated in this Offer to Purchase or the context otherwise requires, all references in this Offer to Purchase to "we," "our" or "us" refer to Purchaser.

Securities Sought:	Subject to certain conditions, including the satisfaction of the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined below), any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of the Company (the "Shares"). For purposes of determining whether the Minimum Tender Condition has been satisfied, Shares tendered in the Offer pursuant to guaranteed delivery procedures that have not yet been "received," as such terms are defined by Section 251(h) of the DGCL (as defined below), prior to the Offer Expiration Time (as defined below) are excluded. See Section 1 — "Terms of the Offer."
Price Offered Per Share:	$2.07 per Share, to the seller in cash, without interest (the "Offer Price") less any applicable withholding taxes. See Section 1 — "Terms of the Offer."
Offer Expiration Time:	One minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022 (as it may be extended in accordance with the terms of the Merger Agreement (as defined below), the "Offer Expiration Time"). See Section 1 — "Terms of the Offer."
Withdrawal Rights:	You can withdraw your Shares at any time prior to one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022, unless the Offer is extended, in which case you can withdraw your Shares by the then extended expiration time and date. You can also withdraw your Shares at any time after Saturday, December 17, 2022, which is the 60th day after the date of commencement of the Offer, unless such

	Shares have already been accepted for payment by Purchaser pursuant to the Offer and not validly withdrawn. See Section 4 — "Withdrawal Rights."
Purchaser:	Camelot Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent, a Delaware corporation. See Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties."
Supporting Stockholders	To induce, and as a condition to, Parent and Purchaser entering into the Merger Agreement and consummating the Offer, the Merger and the other Transactions (as defined below) contemplated by the Merger Agreement, Parent and Purchaser have executed tender and support agreements in favor of Parent concurrently with the execution and delivery of the Merger Agreement with BioDiscovery 5, OrbiMed Israel Partners II, L.P., OrbiMed Private Investments VI, L.P., OrbiMed Genesis Master Fund, L.P. and The Biotech Growth Trust PLC (together, the "Supporting Stockholders"). As of the date of the Merger Agreement, the Supporting Stockholders beneficially own, in the aggregate, approximately 33% of the issued and outstanding Shares. See Section 11 — "The Merger Agreement; Other Agreements."

Who is offering to buy my Shares?

Camelot Merger Sub, Inc., or "Purchaser" or "we", a Delaware corporation and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc. ("Parent"), a Delaware corporation, is offering to purchase any and all of the issued and outstanding Shares upon the terms and subject to the conditions contained in this Offer to Purchase. Purchaser was formed for the sole purpose of making the Offer and completing the process by which Purchaser will be merged with and into the Company. See "Introduction" and Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties."

What securities are you offering to purchase?

We are making an offer to purchase any and all of the issued and outstanding Shares on the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal. See "Introduction" and Section 1 — "Terms of the Offer."

How much are you offering to pay and what is the form of payment?

We are offering to pay $2.07 per Share, to the Seller in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions contained in this Offer to Purchase and the Letter of Transmittal. See "Introduction," and Section 1 — "Terms of the Offer."

Will I have to pay any fees or commissions?

If you are the record owner of your Shares and you tender your Shares to us in the Offer, you will not have to pay brokerage fees, commissions or similar expenses. If you own your Shares through a broker or other nominee and your broker or other nominee tenders your Shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply. See "Introduction," and Section 1 — "Terms of the Offer."

Why are you making the Offer?

We are making the Offer because we and Parent want to acquire the entire equity interest in LogicBio Therapeutics, Inc. (the "Company"). The Offer, as the first step in the acquisition of the Company, is intended

to facilitate the acquisition of any and all issued and outstanding Shares. We are making the Offer pursuant to the Agreement and Plan of Merger, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that, on the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company (the "Merger") without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (as amended, the "DGCL"), with the Company continuing as the surviving corporation in the Merger (the "Surviving Corporation") and thereby becoming a wholly owned subsidiary of Parent. Following the Merger, the Company will cease to be a publicly traded company. See "Introduction" and Section 12 — "Purpose of the Offer; Plans for the Company."

Is there an agreement governing the Offer?

Yes. The Company, Parent and Purchaser have entered into the Merger Agreement, which provides, among other things, for the terms and conditions of the Offer and the Merger. See "Introduction," and Section 11 — "The Merger Agreement; Other Agreements."

What does the board of directors of the Company think of the Offer?

The board of directors of the Company (the "Company Board"), at a meeting duly called and held, duly adopted by unanimous vote, resolutions (which have not been rescinded, modified or withdrawn in any way):

- determining the Merger Agreement and the transactions contemplated thereby (the "Transactions"), including the Offer and the Merger, are advisable, fair to and in the best interests of, the Company and the Company's stockholders,
- approving the Merger Agreement and the Transactions, including the Offer and the Merger, and declaring the Merger Agreement and the Transactions, including the Offer and the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders,
- agreeing that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL, and
- resolving to recommend that the holders of Shares accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

See "Introduction," Section 10 — "Background of the Offer; Past Contacts or Negotiations with the Company" and Section 11 — "The Merger Agreement; Other Agreements." A more complete description of the reasons for the Company Board's approval of the Offer and the Merger is set forth in a Solicitation/ Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") that is being mailed to all the Company stockholders together with this Offer to Purchase.

What are the most significant conditions to the Offer?

The Offer is conditioned upon, among other things, the satisfaction or waiver (to the extent waiver is permitted under applicable law and under the Merger Agreement) by Parent or Purchaser of the following conditions and the satisfaction or waiver of the other conditions set forth in Annex I to the Merger Agreement (collectively, the "Offer Conditions") (provided that the Minimum Tender Condition and the Termination Condition (as defined below) may not be waived except, in the case of the Minimum Tender Condition, with the Company's prior written consent):

- there having been validly tendered and not validly withdrawn Shares that, considered together with all other Shares (if any) otherwise beneficially owned by Parent or any of its wholly owned subsidiaries (including Purchaser) (but excluding the Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as defined by Section 251(h)(6) of the DGCL), represent one more than 50% of the total number of the outstanding Shares at the time of the Offer Expiration Time (the "Minimum Tender Condition");

- there will not have been issued by any court of competent jurisdiction and remain in effect any temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Transactions or imposing a Burdensome Condition (as defined in the Merger Agreement) as a condition or consequence of consummating the Transactions (including any decision by the European Commission to examine the Transactions under Article 22(3) of the EU Merger Regulation, and any notification of a referral request under Article 22 (2) of the EU Merger Regulation prior to such a decision having been made, each of which would prevent or make unlawful the consummation of the Transactions while the standstill obligation is in effect), nor will any applicable law or order promulgated, entered, enforced, enacted, issued or deemed applicable to the Transactions by any governmental entity of competent jurisdiction directly or indirectly prohibit, or make illegal, the consummation of the Transactions or impose a Burdensome Condition as a condition or consequence of consummating the Transactions (the "Injunction Condition"); provided, that no party to the Merger Agreement will be permitted to invoke this condition unless it will have taken all actions required under the Merger Agreement to have any such law or order lifted; and
- (a) the employment offer letter and the restrictive covenant agreement with the Company (or, in the case of any Key Employee (as defined below) that has previously entered into a restrictive covenant agreement with the Company that includes a post-termination non-competition covenant, reaffirming their obligations under such restrictive covenant agreement in their offer letter) of each Key Employee entered into and delivered to Parent or the Company, as applicable, concurrently with the execution and delivery of the Merger Agreement will continue to be in full force and effect, and no breach nor repudiation of such agreements by any such Key Employee will have occurred or been imminent or threatened, and (b) each of Frederic Chereau, Mariana Nacht and Matthias Hebben (together, the "Key Employees") will be an employee of the Company or any subsidiary of the Company immediately prior to the effective time (as defined below) (clauses (a) and (b) together, the "Key Employee Conditions").

Subject to the applicable rules and regulations of the SEC and the terms of the Merger Agreement, Parent and Purchaser expressly reserve the right (in their sole discretion) to waive any Offer Condition (other than the Minimum Tender Condition, which may not be changed or waived without the prior written consent of the Company, and the condition that the Merger Agreement has not been terminated in accordance with its terms (the "Termination Condition")). See Section 1 — "Terms of the Offer," Section 11 — "The Merger Agreement; Other Agreements" and Section 15 — "Conditions of the Offer."

Is the Offer subject to any financing condition?

No. There is no financing condition to the Offer. See "Introduction," Section 1 — "Terms of the Offer" and Section 9 — "Source and Amount of Funds."

Do you have the financial resources to pay for all of the Shares that you are offering to purchase in the Offer?

Yes. We estimate that the total funds required to (a) consummate the Offer, the Merger and the other Transactions contemplated by the Merger Agreement, including the funds needed to purchase all Shares tendered in the Offer and to pay the Company stockholders whose Shares are converted into the right to receive a cash amount equal to Offer Price in the Merger (the "Merger Consideration"), (b) pay for fees and expenses incurred by Parent related to the Offer and the Merger and (c) repay in full all obligations outstanding under that certain Loan and Security Agreement, dated July 2, 2019, among Oxford Finance LLC, as collateral agent, the lenders party thereto, the Company and LogicBio Australia Pty Limited, as amended, modified, supplemented, restated or amended and restated through the date of the Merger Agreement (the "Existing Credit Agreement") will be approximately $5.9 million.

Parent will provide Purchaser with the funds necessary to consummate the Offer and the Merger and to pay related transaction fees and expenses at the effective time of the Merger (the "effective time"). Parent will supply the needed funds through a variety of different sources, including cash on hand. Parent currently has, and expects to have at the consummation of the Offer and the Merger, sufficient financial resources available to consummate the Offer and the Merger. See Section 9 — "Source and Amount of Funds."

Is your financial condition relevant to my decision to tender in the Offer?

No, we do not think that the financial condition of Purchaser, Parent or their respective affiliates is relevant to your decision whether to tender Shares and accept the Offer because:

- the Offer is being made for any and all issued and outstanding Shares solely for cash;
- the consummation of the Offer (or the Merger) is not subject to any financing condition; and
- if Purchaser consummates the Offer, Purchaser will acquire all remaining Shares for the same cash price in the Merger (i.e., the Offer Price).

See Section 9 — "Source and Amount of Funds."

Can the Offer be extended and under what circumstances can or will the Offer be extended?

Yes, we may extend the Offer beyond its initial Offer Expiration Time, but in no event will we be required or permitted to extend the Offer beyond 5:00 p.m. Eastern time on April 2, 2023 (the "End Date"), except that such date may be extended by Parent, on the one hand, or the Company, on the other hand, by notice in writing to the other party thereto prior to the then-applicable End Date, to extend the End Date, no more than twice, by a period of ninety calendar days if on the then-applicable End Date all of the conditions to Closing and the Offer Conditions (other than (x) those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer (including the Minimum Tender Condition) and (y) the Injunction Condition (solely with respect to an order, injunction or investigation relating to antitrust laws)), will have been satisfied or will be capable of being satisfied at such time, subject to certain other limitations in the Merger Agreement. We have agreed in the Merger Agreement that Purchaser will be required or permitted to extend the Offer from time to time in the following circumstances: (a) if, as of the scheduled Offer Expiration Time, any Offer Condition (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) is not satisfied and has not been waived, Purchaser may, in its discretion (and without the consent of the Company or any other person), extend the Offer on one or more occasions, for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; (b) Purchaser will (and Parent will cause Purchaser to) extend the Offer from time to time for, without the consent of the Company, (i) any period required by applicable law, any interpretation or position of the SEC, the staff thereof or the NASDAQ Global Market ("NASDAQ") applicable to the Offer and (ii) periods of up to ten business days per extension, until the Injunction Condition (solely with respect to an order, injunction or investigation (relating to antitrust laws)) has been satisfied; (c) if, as of the scheduled Offer Expiration Time, any Offer Condition (other than the Minimum Tender Condition and those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer) is not satisfied and has not been waived, Purchaser will (and Parent will cause Purchaser to), at the written request of the Company, extend the Offer on one or more occasions for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; and (d) if, as of the scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all other Offer Conditions (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will (and Parent will cause Purchaser to) extend the Offer on one occasion for an additional period specified by the Company of up to ten business days to permit the Minimum Tender Condition to be satisfied. See "Introduction," Section 1 — "Terms of the Offer" and Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — The Offer" for more details on our ability to extend the Offer.

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform Computershare Trust Company, N.A. (the "Depositary") of that fact and will make a public announcement of the extension not later than 9:00 a.m., New York City time, on the next business day after the day of the previously scheduled Offer Expiration Time. See Section 1 — "Terms of the Offer."

Will there be a subsequent offering period?

No. Pursuant to Section 251(h) of the DGCL, we expect the Merger to occur one minute after 11:59 p.m., New York City time, at the Offer Expiration Time (the "Offer Acceptance Time").

How long do I have to decide whether to tender in the Offer?

You will have until the Offer Expiration Time to decide whether to tender your Shares in the Offer, unless we extend the Offer pursuant to the terms of the Merger Agreement or the Offer is earlier terminated. If you cannot deliver everything required to make a valid tender to the Depositary prior to such time, you may be able to use a guaranteed delivery procedure, which is described in Section 3 — "Procedures for Tendering Shares." Shares tendered pursuant to guaranteed delivery procedures but not yet delivered in satisfaction of such guarantee will be excluded in calculating whether the Minimum Tender Condition has been satisfied. You are encouraged to deliver your Shares and other required documents to make a valid tender by the Offer Expiration Time. Please give your broker, dealer, commercial bank, trust company or other nominee instructions in sufficient time to permit such nominee to tender your Shares by the Offer Expiration Time. See Section 2 — "Acceptance for Payment and Payment for Shares" and Section 3 — "Procedures for Tendering Shares."

How do I tender my Shares?

If you hold your Shares directly as the registered owner, you can (a) tender your Shares in the Offer by delivering the certificates representing your Shares, together with a completed and signed Letter of Transmittal, with any required signature guarantees, and any other documents required by the Letter of Transmittal, to the Depositary or (b) tender your Shares by following the procedure for book-entry transfer set forth in Section 3 of this Offer to Purchase, no later than the Offer Expiration Time. If you are the registered owner but your stock certificate is not available or you cannot deliver it to the Depositary before the Offer expires, you may have a limited amount of additional time by having a broker, a bank or other fiduciary that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program, (each, an "Eligible Institution") guarantee that the missing items will be "received" (as defined in Section 251(h)(6) of the DGCL) by the Depositary within two NASDAQ trading days using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the missing items within that two trading-day period, and for the tender to be counted toward satisfaction of the Minimum Tender Condition, the Shares must be "received" (as defined in Section 251(h)(6) of the DGCL) by the Depositary prior to the Offer Expiration Time.

If you hold your Shares in street name through a broker, dealer, commercial bank, trust company or other nominee, you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details. See "Introduction" and Section 3 — "Procedures for Tendering Shares — Terms of the Offer."

Until what time may I withdraw previously tendered Shares?

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Offer Expiration Time. Thereafter, tenders of Shares are irrevocable, except that, pursuant to Section 14(d)(5) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), they may also be withdrawn after Saturday, December 17, 2022, which is the 60th day after the date of the commencement of the Offer, unless such Shares have already been accepted for payment by Purchaser pursuant to the Offer and not validly withdrawn. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct that nominee to arrange for the withdrawal of your Shares. See "Introduction" and Section 4 — "Withdrawal Rights."

How do I withdraw previously tendered Shares?

To withdraw any of your previously tendered Shares, you must deliver a written (or, with respect to Eligible Institutions, a facsimile transmission) notice of withdrawal, with the required information to the Depositary while you still have the right to withdraw such Shares. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct that nominee to arrange for the withdrawal of your Shares. See "Introduction" and Section 4 — "Withdrawal Rights."

If I tender my Shares, when and how will I get paid?

If the conditions to the Offer as set forth in Section 15 — "Conditions of the Offer" are satisfied or waived (to the extent waiver is permitted under applicable law and under the Merger Agreement) and Purchaser accepts your Shares validly tendered in the Offer for payment, we will pay you the Offer Price, which is an amount equal to the number of Shares you validly tendered in the Offer multiplied by $2.07 in cash, without interest, less any applicable withholding taxes, promptly (and in any event within two business days) following the Offer Acceptance Time. See Section 2 — "Acceptance for Payment and Payment for Shares."

If I decide not to tender, how will the Offer affect my Shares?

If you decide not to tender your Shares pursuant to the Offer and the Merger occurs as described herein, you will receive as a result of the Merger the right to receive the same amount of cash per Share as if you had tendered your Shares pursuant to the Offer, without interest and less any applicable withholding taxes (i.e., the Merger Consideration).

Subject to certain conditions, if we purchase a majority of the outstanding Shares in the Offer, we are obligated under the Merger Agreement to cause the Merger to occur.

Because the Merger will be governed by Section 251(h) of the DGCL, assuming the requirements of Section 251(h) of the DGCL are met, no vote by the stockholders of the Company will be required in connection with the consummation of the Merger. We do not expect there to be significant time between the consummation of the Offer and the consummation of the Merger. See Section 13 — "Certain Effects of the Offer."

Will the Offer be followed by the Merger if all the Shares are not tendered?

If the Offer is consummated and Purchaser acquires a majority of the outstanding Shares, then, in accordance with the terms of the Merger Agreement, the Company will complete the Merger pursuant to Section 251(h) of the DGCL without a vote of the stockholders. Pursuant to the Merger Agreement, if the Minimum Tender Condition is not satisfied, Purchaser is not required to pay for and may delay the acceptance for payment of any Shares tendered in the Offer.

Pursuant to the Merger Agreement, on the same date as the consummation of the Offer, Purchaser will be merged with and into the Company, with the Company continuing as the Surviving Corporation in the Merger and thereby becoming a wholly owned subsidiary of Parent. At the effective time, each Share issued and outstanding immediately prior to the effective time of the Merger (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case, immediately prior to the effective time, (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL), will be cancelled and converted into the right to receive the Merger Consideration. Shares described in clauses (a), (b) and (c), which, in the case of clauses (b) and (c), we refer to as "Excluded Shares," will be automatically cancelled and retired and will cease to exist at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d), which we refer to as "Dissenting Shares," will entitle their holders only to the rights granted to them under Section 262 of the DGCL. Following the Merger, the Company will cease to be a publicly traded company. See "Introduction" and Section 11 — "The Merger Agreement; Other Agreements." For the avoidance of doubt, Shares irrevocably accepted for purchase by Purchaser in the Offer are Excluded Shares that will not be paid for again in connection with the Merger, but this does not affect Purchaser's obligation to pay the Offer Price for each Share so tendered in connection with the Offer.

Upon the successful consummation of the Offer, will the Company continue as a public company?

If the Offer is consummated, Purchaser will complete the Merger on the same date as the Offer Acceptance Time, subject to the satisfaction or waiver of certain conditions set forth in the Merger

Agreement. As a result, the Shares will no longer meet the requirements for continued listing on NASDAQ because the only stockholder will be Parent. At or as promptly as practicable following the effective time, the Surviving Corporation intends to cause the Company to delist the Shares from NASDAQ. In addition, Parent intends and will cause the Surviving Corporation to terminate the registration of the Shares under the Exchange Act as soon after consummation of the Merger as the requirements for termination of registration are met. See Section 12 — "Purpose of the Offer; Plans for the Company" and Section 13 — "Certain Effects of the Offer."

Are appraisal rights available in either the Offer or the Merger?

No appraisal rights will be available to you in connection with the Offer. However, if we accept Shares in the Offer and the Merger is completed, stockholders and beneficial owners of Shares will be entitled to appraisal rights in connection with the Merger with respect to Shares not tendered in the Offer if such stockholders or beneficial owners, as applicable, properly exercise and perfect their right to seek appraisal under the DGCL. See Section 16 — "Certain Legal Matters; Regulatory Approvals — Dissenters' Rights."

What is the market value of my Shares as of a recent date?

The Offer Price of $2.07 per Share represents a premium of approximately 670% to the closing price of the Shares on September 30, 2022, the last full trading day before entry into the Merger Agreement. On October 17, 2022, the last full trading day before Purchaser commenced the Offer, the closing price of the Shares reported on NASDAQ was $2.05 per Share.

We advise you to obtain a recent quotation for the Shares in deciding whether to tender your Shares in the Offer. See Section 6 — "Price Range of Shares; Dividends."

What will happen to my stock options in the Offer?

The Offer is made only for Shares and is not being made for any outstanding options to acquire Shares (each, an "Option"). Pursuant to the Merger Agreement, upon consummation of the Merger, each Option outstanding that is vested as of immediately prior to the effective time or held by any non-employee director of the Company will be cancelled and converted into the right to receive an amount in cash equal to the product of (a) the aggregate number of Shares subject to such Option, multiplied by (b) the excess, if any, of the Offer Price over the applicable per share exercise price of such option, subject to any required withholding taxes; provided, that any Option with an exercise price equal to or greater than the Offer Price will be automatically cancelled for no consideration.

Each Option outstanding and unvested as of immediately prior to the effective time held by any person other than an Executive Employee (as defined in the Merger Agreement) (such individuals that are not Executive Employees, "Non-Executive Holder") that would have had its first vesting date on March 1, 2023 or June 1, 2023 pursuant to its terms on the date of the Merger Agreement will be cancelled and automatically converted into the right to receive an amount in cash equal to the product of (a) the aggregate number of Shares with respect to which such Option would have vested prior to November 30, 2023 pursuant to its terms on the date of the Merger Agreement and (b) the excess, if any, of the Offer Price over the applicable per share exercise price of such Option, subject to any required withholding of taxes. The cash amount will be payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following March 1, 2023, subject to the applicable Non-Executive Holder's continuous employment or service through March 1, 2023; provided that in the event a Non-Executive Holder incurs a termination of employment or service without Cause (as defined in the applicable employee's employment agreement or if no such agreement exists, the Company Non-Executive Change in Control Severance Plan) prior to March 1, 2023, such individual will be entitled to the cash payment that would have been payable to the individual had such individual remain continuously employed or engaged through March 1, 2023, with such cash payment payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following March 1, 2023, subject to the execution of an effective release of claims in favor of Parent.

The portion of each Option outstanding and unvested as of immediately prior to the effective time held by any Non-Executive Holder that would have vested after November 30, 2023 pursuant to its terms

on the date of the Merger Agreement will be cancelled and automatically converted into the right to receive an amount in cash equal to the product of (a) the aggregate number of Shares with respect to which such Option would have vested after November 30, 2023 pursuant to its terms on the date of the Merger Agreement and (b) the excess, if any, of the Offer Price over the applicable per share exercise price of such Option, subject to any required withholding of taxes, payable on the Closing Payment Schedule (as defined in the Merger Agreement). Such cash amount will be payable promptly following December 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following December 1, 2023, subject to the applicable Non-Executive Holder's continuous employment or service through December 1, 2023; provided that in the event a Non-Executive Holder incurs a termination of employment or service without Cause prior to December 1, 2023, such individual will be entitled to the cash payment that would have been payable to the individual had such individual remain continuously employed or engaged through December 1, 2023, with such cash payment payable promptly following December 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following December 1, 2023, subject to the execution of an effective release of claims in favor of Parent. Any Option held by a Non-Executive Holder with a per share exercise price equal to or greater than the Offer Price will be automatically cancelled for no consideration.

Each Option outstanding and unvested as of immediately prior to the effective time held by any Executive Employee of the Company will be cancelled and automatically converted into: (a) the right to receive an amount in cash equal to the product of (i) the aggregate number of Shares with respect to which such Option would have vested prior to November 2023 pursuant to its terms on the date of the Merger Agreement and (ii) the excess, if any, of the Offer Price over the applicable per share exercise price of such Option, subject to any required withholding of taxes, which will be payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll following March 1, 2023, subject to the applicable Executive Employee's continuous employment through March 1, 2023; provided that in the event an Executive Employee incurs a termination of employment without Cause prior to March 1, 2023, such individual will be entitled to the cash payment that would have been payable to the individual had such individual remain continuously employed through March 1, 2023, with such cash payment payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following March 1, 2023, subject to the execution of an effective release of claims in favor of Parent; (b) a restricted stock unit award (each, an "Assumed RSU Award") with respect to a number of American depository shares of AstraZeneca PLC ("Parent Holdco") representing a beneficial interest in 0.5 Parent Holdco ordinary shares, par value $0.25 per share, of Parent Holdco (the "Parent Holdco ADSs") (rounded down to the nearest whole share) equal to (i) the product of (x) the aggregate number of Shares with respect to which such Company Option would have vested pursuant to its terms on the date of the Merger Agreement after October 2023 and prior to November 2025 pursuant to its terms in effect on the date of the Merger Agreement and (y) the excess if any, of the Offer Price over the applicable per share exercise price of such Option, divided by (ii) the arithmetic average of the volume-weighted averages of the trading prices of Parent Holdco ADSs on NASDAQ (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Parent and the Company in good faith) on each of the five consecutive trading days ending on (and including) the trading day that is two trading days prior to the effective time (the "Parent Holdco ADS Price"), vesting in two equal annual installments on November 1, 2023 and November 1, 2024, subject to the applicable Executive Employee's continuous employment through the applicable vesting date; provided that in the event an Executive Employee incurs a termination of employment without Cause prior to the applicable vesting date, such Assumed RSU Awards will immediately vest, subject to the execution of an effective release of claims in favor of Parent; and (c) an Assumed RSU Award with respect to a number of Parent Holdco ADSs (rounded down to the nearest whole share) equal to (i) the product of (x) the aggregate number of Shares with respect to which such Option would have vested after October 2025 pursuant to its terms in effect on the date the Merger Agreement and (y) the excess, if any, of the Offer Price over the applicable per share exercise price of such Option, divided by (ii) the Parent Holdco ADS Price, vesting on November 1, 2025, subject to the applicable Executive Employee's continuous employment through the applicable vesting date; provided that in the event an Executive Employee incurs a termination of employment without Cause prior to the applicable vesting date, such Assumed RSU Awards will immediately vest, subject to the execution of an effective release of claims in favor of Parent. See Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Treatment and Payment of the Company Equity Awards."

What are the United States federal income tax consequences of the Offer and the Merger?

In general, the receipt of cash by you in exchange for your Shares pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes. You are urged to consult your tax advisor about the particular tax consequences to you of tendering your Shares in the Offer or exchanging your Shares in the Merger in light of your particular circumstances (including the application and effect of any federal, state, local or non-U.S. laws). See Section 5 — "Certain United States Federal Income Tax Consequences" for a discussion of certain United States federal income tax consequences of tendering Shares pursuant to the Offer or exchanging Shares in the Merger.

Who should I talk to if I have additional questions about the Offer?

You can call MacKenzie Partners, Inc., the information agent (the "Information Agent"), toll free, at (800) 322-2885 (or (212) 929-5500 if you are located outside of the United States or Canada). See the back cover of this Offer to Purchase.

INTRODUCTION

To the Holders of LogicBio Therapeutics, Inc. Shares of Common Stock:

Camelot Merger Sub, Inc. ("Purchaser" or "we"), a Delaware corporation and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), is offering to purchase, subject to certain conditions, including the satisfaction of the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined below), any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, without interest (the "Offer Price"), to the seller in cash, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase (the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and which, together with this Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitutes the "Offer"). The Offer and withdrawal rights will expire at one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022 (the "Offer Expiration Time," unless the Offer is extended, in which event the term "Offer Expiration Time" means the latest time and date on which the Offer, so extended, expires), unless the Offer is earlier terminated. See Section 1 — "Terms of the Offer."

Tendering stockholders who are record owners of their Shares and tender directly to Computershare Trust Company, N.A., as depositary and paying agent for the Offer (the "Depositary"), will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker or nominee should consult such institution as to whether it charges any service fees. Parent or Purchaser will pay all charges and expenses of the Depositary, and MacKenzie Partners, Inc., as information agent for the Offer (the "Information Agent"), incurred in connection with the Offer. See Section 17 — "Fees and Expenses."

The Offer is not subject to any financing condition. The obligations of Purchaser to, and Parent to cause Purchaser to, accept for payment, and pay for, any Shares validly tendered (and not validly withdrawn) pursuant to the Offer are subject to the terms and conditions of the Merger Agreement, including the prior satisfaction of the Minimum Tender Condition and the satisfaction or waiver of the other offer conditions set forth in Annex I to the Merger Agreement (collectively, the "Offer Conditions), including the Injunction Condition and the Key Employee Conditions. The "Minimum Tender Condition" requires that the number of Shares validly tendered and not validly withdrawn, considered together with all other Shares (if any) otherwise beneficially owned by Parent or any of its wholly owned subsidiaries (including Purchaser) (but excluding the Shares tendered pursuant to guaranteed delivery procedures that have not yet been received, as defined by Section 251(h)(6) of the General Corporation Law of the State of Delaware (as amended, the "DGCL")), represent one more than 50% of the total number of the outstanding Shares at the time of the Offer Expiration Time. If at the otherwise scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all of the other Offer Conditions (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will extend the Offer on one occasion for an additional period specified by the Company of up to ten business days to permit the Minimum Tender Condition to be satisfied. The "Injunction Condition" requires that there will not have been issued by any court of competent jurisdiction and remain in effect any temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger (as defined below), or imposing a Burdensome Condition (as defined below) as a condition or consequence of consummating the Transactions (including any decision by the European Commission to examine the Transactions under Article 22(3) of the EU Merger Regulation, and any notification of a referral request under Article 22 (2) of the EU Merger Regulation prior to such a decision having been made, each of which would prevent or make unlawful the consummation of the Transactions while the standstill obligation is in effect), nor will any applicable law or order promulgated, entered, enforced, enacted, issued or deemed applicable to the Transactions by any governmental entity of competent jurisdiction directly or indirectly prohibit, or make illegal, the consummation of the Transactions or impose a Burdensome Condition as a condition or consequence of consummating the Transactions. The "Key Employee Conditions" require

(a) that the Key Employee Offer Letter and the Key Employee RCA of each Key Employee (each as defined below) will continue to be in full force and effect, and no breach nor repudiation by any such Key Employee will have occurred or be imminent or threatened, and (b) each Key Employee will be an employee of the Company or any subsidiary of the Company immediately prior to the effective time of the Merger (the "effective time"). The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is also subject to other Offer Conditions described in Section 15 — "Conditions of the Offer."

Subject to the applicable rules and regulations of the U.S. Securities and Exchange Commission (the "SEC") and the terms of the Merger Agreement, any of the conditions to the Offer may be waived by Parent and Purchaser in whole or in part, at any time and from time to time, in their sole discretion, except that Parent and Purchaser are not permitted to waive the Minimum Tender Condition or the Termination Condition (as defined below) except, in the case of the Minimum Tender Condition, with the prior written consent of the Company. See Section 1 — "Terms of the Offer" and Section 15 — "Conditions of the Offer."

We are making the Offer pursuant to the Agreement and Plan of Merger, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that, on the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company (the "Merger") without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with the Section 251(h) of the DGCL, with the Company continuing as the surviving corporation (the "Surviving Corporation") in the Merger and thereby becoming a wholly owned subsidiary of Parent. See "Introduction" and Section 1 "Terms of the Offer."

Section 251(h) of the DGCL provides that, subject to certain statutory requirements, if (a) following consummation of a tender offer for a publicly listed Delaware corporation, the stock irrevocably accepted for purchase pursuant to such tender offer and "received" (as defined in Section 251(h)(6) of the DGCL) by the depositary for the offer prior to the expiration of such tender offer, plus the stock otherwise owned by the consummating corporation or its affiliates equals at least the percentage of the stock, and of each class or series thereof, of the target corporation that would otherwise be required to adopt a merger agreement under the DGCL and the target corporation's certificate of incorporation, (b) the corporation consummating such tender offer merges with or into such target corporation, and (c) each outstanding share of each class or series of stock (other than "excluded stock" as defined in Section 251(h) of the DGCL) that is the subject of such tender offer and is not irrevocably accepted for purchase in the offer is to be converted in such merger into the right to receive the same amount and kind of consideration to be paid for shares of such class or series of stock irrevocably accepted for purchase in such tender offer, then the consummating corporation may effect a merger without a vote of the stockholders of the target corporation. Accordingly, if the Offer is consummated and the number of Shares validly tendered in accordance with the terms of the Offer and not validly withdrawn as of the Offer Expiration Time (but excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as defined in Section 251(h)(6) of the DGCL) by the Depositary prior to the Offer Expiration Time), together with any Shares beneficially owned by Parent or any of its wholly owned subsidiaries (including Purchaser), represent one more than 50% of the total number of the outstanding Shares, the Company does not anticipate seeking the approval of its remaining public stockholders before effecting the Merger. Section 251(h) also requires that the merger agreement provide that such merger will be effected as soon as practicable following the consummation of the tender offer. Therefore, the parties have agreed that, subject to the conditions specified in the Merger Agreement, the Merger will become effective on the same day as the consummation of the Offer after the satisfaction or waiver of the conditions to the Merger set forth in the Merger Agreement, without a vote of the stockholders of the Company, in accordance with Section 251(h) of the DGCL. See Section 11 — "The Merger Agreement; Other Agreements."

As a result of the Merger, each Share issued and outstanding immediately prior to the effective time (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case, immediately prior to the effective time, (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights

under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL), will be cancelled and converted into the right to receive the Offer Price in cash (without interest and less any applicable withholding taxes), which we refer to as the "Merger Consideration." Shares described in clauses (a), (b) and (c), which, in the case of clauses (b) and (c), we refer to as "Excluded Shares," will be automatically cancelled and retired and will cease to exist at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d), which we refer to as "Dissenting Shares," will entitle their holders only to the rights granted to them under Section 262 of the DGCL. All shares converted into the right to receive the Offer Price will thereafter cease to exist. Following the Merger, the Company will cease to be a publicly traded company. See Section 11 — "The Merger Agreement; Other Agreements" and Section 12 — "Purpose of the Offer; Plans for the Company." For the avoidance of doubt, Shares irrevocably accepted for purchase by Purchaser in the Offer are Excluded Shares that will not be paid for again in connection with the Merger, but this does not affect Purchaser's obligation to pay the Offer Price for each Share so tendered in connection with the Offer.

The board of directors of the Company (the "Company Board"), at a meeting thereof duly called and held, duly adopted by unanimous vote resolutions (which have not been rescinded, modified or withdrawn in any way) (a) determining the Merger Agreement and the Transactions, including the Offer and the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (b) approving the Merger Agreement and the Transactions, including the Offer and the Merger, and declaring the Merger Agreement and the Transactions, including the Offer and the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders, (c) agreeing that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL and (d) resolving to recommend that the holders of Shares accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A more complete description of the Company Board's reasons for authorizing and approving the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 of the Company (which, together with any exhibits and annexes attached thereto, we refer to as the "Schedule 14D-9"), that is being furnished by the Company to stockholders in connection with the Offer together with this Offer to Purchase. The Company's stockholders should carefully read the information set forth in the Schedule 14D-9, including the information set forth under the sub-headings "Background of the Offer and Merger" and "Reasons for Recommendation." See Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement Other Covenants and Agreements — Company Board Recommendation; Company Adverse Recommendation Change; Fiduciary Exception."

The Company has informed Purchaser that 32,962,733 Shares were issued and outstanding as of October 11, 2022.

The Merger is subject to the satisfaction or waiver of certain conditions, including the Injunction Condition. In addition, Purchaser must have irrevocably accepted for payment all Shares validly tendered and not validly withdrawn pursuant to the Offer.

Pursuant to the Merger Agreement, as of the effective time, the directors and officers of Purchaser as of immediately prior to the effective time will become the directors and officers of the Surviving Corporation. See Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Structure of the Merger; Certificate of Incorporation; Bylaws; Directors and Officers."

No appraisal rights are available in connection with the Offer. However, if we accept Shares in the Offer and the Merger is completed, stockholders and beneficial owners of Shares may be entitled to appraisal rights in connection with the Merger if they do not tender Shares in the Offer and comply with the applicable procedures described under Section 262 of the DGCL. Such stockholders or beneficial owners, as applicable, will not be entitled to receive the Offer Price, but instead will be entitled to only those rights provided under Section 262 of the DGCL. Stockholders and beneficial owners of Shares must properly perfect their right to seek appraisal under the DGCL in connection with the Merger in order to exercise appraisal rights. See Section 16 — "Certain Legal Matters; Regulatory Approvals — Dissenters' Rights."

Certain United States federal income tax consequences of the tender of Shares in the Offer and the exchange of Shares pursuant to the Merger are described in Section 5 — "Certain United States Federal Income Tax Consequences."

This Offer to Purchase, the Letter of Transmittal and other documents to which this Offer to Purchase refers contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer

The Offer and withdrawal rights will expire at one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022, unless the Offer is extended or earlier terminated in accordance with the terms of the Merger Agreement.

Upon the terms and subject to the satisfaction, or to the extent permitted, waiver of the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), one minute after 11:59 p.m., New York City time, at the Offer Expiration Time, Parent will cause Purchaser to irrevocably accept for payment (the time of acceptance for payment, the "Offer Acceptance Time") all Shares validly tendered pursuant to the Offer (not validly withdrawn) and, at or as promptly as practicable following the Offer Acceptance Time (but in any event within two business days) Purchaser will, and Parent will cause Purchaser to, pay for all Shares validly tendered (and not validly withdrawn, as permitted under Section 4 — "Withdrawal Rights") pursuant to the Offer.

The Offer is not subject to any financing condition. The obligations of Purchaser to, and Parent to cause Purchaser to, accept for payment, and pay for, any Shares validly tendered (and not validly withdrawn) pursuant to the Offer are subject to the terms and conditions of the Merger Agreement, including the satisfaction of the Minimum Tender Condition and the satisfaction or waiver of the other Offer Conditions, including the Injunction Condition and the Key Employee Conditions (each as defined below). For purposes of determining whether the Minimum Tender Condition has been satisfied, Shares tendered in the Offer pursuant to guaranteed delivery procedures that have not been "received" (as such terms are defined in Section 251(h)(6) of the DGCL) prior to the Offer Expiration Time are excluded. The Offer is also subject to other conditions described in Section 15 — "15." Subject to the applicable rules and regulations of the SEC and the terms and conditions of the Merger Agreement, any of the conditions to the Offer may be waived by Parent and Purchaser in whole or in part, at any time and from time to time, in their sole discretion, except that Parent and Purchaser are not permitted to waive the Minimum Tender Condition or the Termination Condition except, in the case of the Minimum Tender Condition, with the prior written consent of the Company. See Section 15 — "15."

We expressly reserve the right, in our sole discretion, subject to the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC, not to accept for payment any Shares if, at the Offer Expiration Time, any of the conditions to the Offer have not been satisfied. See Section 15 — "Conditions of the Offer." Under certain circumstances, we may terminate the Merger Agreement and the Offer. See Section 11 — "The Merger Agreement; Other Agreements."

Pursuant to the Merger Agreement, we may extend the Offer beyond its initial Offer Expiration Time, but in no event will we be required or permitted to extend the Offer beyond the End Date (as defined below), except that such date may be extended by Parent, on the one hand, or the Company, on the other hand, by notice in writing to the other party thereto prior to the then-applicable End Date, to extend the End Date, no more than twice, by a period of ninety calendar days if on the then-applicable End Date all of the conditions to Closing and the Offer Conditions (other than (x) those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer (including the Minimum Tender Condition) and (y) the Injunction Condition (solely with respect to an order, injunction or investigation relating to antitrust laws)), will have been satisfied or will be capable of being satisfied at such time, subject to certain other limitations in the Merger Agreement. We have agreed in the Merger Agreement that Purchaser will be required or permitted to extend the Offer from time to time in the following circumstances: (a) if, as of the scheduled Offer Expiration Time, any Offer Condition (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) is not satisfied and has not been waived, Purchaser may, in its discretion (and without the consent of the Company or any other person), extend the Offer on one or more occasions, for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; (b) Purchaser will (and Parent will cause Purchaser to) extend the Offer from time to time for, without the consent of the Company (i) any period required by applicable law, any interpretation or position of the SEC, the staff thereof or the NASDAQ Global Market ("NASDAQ") applicable to the Offer and (ii) periods of up to ten business days per extension, until the Injunction Condition (solely with respect to an order, injunction or investigation

(relating to antitrust laws)) has been satisfied; (c) if, as of the scheduled Offer Expiration Time, any Offer Condition (other than the Minimum Tender Condition and those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer) is not satisfied and has not been waived, Purchaser will (and Parent will cause Purchaser to), at the written request of the Company, extend the Offer on one or more occasions for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; and (d) if, as of the scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all other Offer Conditions (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will (and Parent will cause Purchaser to) extend the Offer on one occasion for an additional period specified by the Company of up to ten business days to permit the Minimum Tender Condition to be satisfied; provided, that in no event will Purchaser be required to extend the Offer beyond (x) the valid termination of this Merger Agreement in accordance with its terms or (y) the End Date. See "Introduction," Section 1 — "Terms of the Offer" and Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — The Offer" for more details on our ability to extend the Offer.

Pursuant to the Merger Agreement, Parent and Purchaser expressly reserve the right (in their sole discretion) to (a) to increase the Offer Price, (b) waive any Offer Condition (other than the Minimum Tender Condition and the Termination Condition) and (c) amend, modify or supplement any of the other terms or conditions of the Offer, prior to the Offer Acceptance Time to the extent not inconsistent with the Merger Agreement; provided, that unless otherwise provided by the Merger Agreement, without the prior written consent of the Company, neither Parent nor Purchaser will (i) decrease the Offer Price, (ii) change the form of consideration payable in the Offer, (iii) decrease the number of the Shares sought to be purchased in the Offer, (iv) impose conditions or requirements to the Offer in addition to the Offer Conditions, (v) amend or modify any of the Offer Conditions in a manner that would adversely affect any holder of the Shares in any material respect or that would, individually or in the aggregate, reasonably be expected to prevent or delay beyond the End Date the consummation of the Offer or have any effect that, individually or in the aggregate with one or more effects, would prevent, materially impair or materially delay beyond the End Date the consummation by Parent or Purchaser of any of the Transactions (except to effect an extension of the Offer to the extent expressly permitted or required by the Merger Agreement), (vi) change or waive the Minimum Tender Condition, (vii) extend or otherwise change the Offer Expiration Time in a manner other than as required or permitted by the Merger Agreement or (viii) provide any "subsequent offering period" within the meaning of Rule 14d-11 under the of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Offer may not be terminated or withdrawn as of the Offer Expiration Time (or any rescheduled Offer Expiration Time) of the Offer, unless the Merger Agreement is terminated in accordance with its terms thereof.

If, subject to the terms of the Merger Agreement, we make a material change in the terms of the Offer or the information concerning the Offer or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which the Offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. In the SEC's view, an offer to purchase should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and with respect to a change in price or a change in percentage of securities sought, a minimum ten business day period generally is required to allow for adequate dissemination to stockholders and investor response. Accordingly, if, prior to the Offer Expiration Time, Purchaser decreases the number of Shares being sought or changes the Offer Price, and if the Offer is scheduled to expire at any time earlier than the tenth business day from the date that notice of such increase or decrease is first published, sent or given to stockholders, the Offer will be extended at least until the expiration of such tenth business day.

If, on or before the Offer Expiration Time, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration.

If we extend the Offer, are delayed in our acceptance for payment of or payment (whether before or after our acceptance for payment for Shares) for Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4 — "Withdrawal Rights" or the Offer is withdrawn or terminated or the Merger Agreement is terminated pursuant to its terms. However, our ability to delay the payment for Shares that we have accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires us to promptly pay the consideration offered or return the securities deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, such announcement in the case of an extension to be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Offer Expiration Time. Subject to applicable law (including Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act, which require that material changes be promptly disseminated to stockholders in a manner reasonably designed to inform them of such changes) and without limiting the manner in which Purchaser may choose to make any public announcement, Purchaser will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release to a national news service. As used in this Offer to Purchase, "business day" means any day other than a Saturday, a Sunday or a federal holiday, and will consist of the time period from 12:01 a.m. through 12:00 midnight, New York City time (provided that when used in reference to the Merger Agreement, "business day" means any day except a Saturday, a Sunday or any other day on which commercial banks in the City of New York or the office of the Secretary of State of the State of Delaware are authorized or required by law to be closed).

Under no circumstances will interest be paid on the Offer Price for the Shares, regardless of any extension of the Offer or any delay in making payment for the Shares.

On the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will complete the Merger pursuant to Section 251(h) of the DGCL without a vote of the stockholders of the Company.

The Company has provided Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to Purchase, Letter of Transmittal and other Offer related materials to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

2. Acceptance for Payment and Payment for Shares

Subject to the satisfaction or waiver (to the extent waiver is permitted under applicable law and under the Merger Agreement) of all the conditions to the Offer set forth in Section 15 — "Conditions of the Offer," we will irrevocably accept for payment at the Offer Acceptance Time and pay for, all Shares validly tendered (and not validly withdrawn) pursuant to the Offer, as promptly as practicable (and in any event within two business days) after the Offer Acceptance Time.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) certificates representing such Shares or confirmation of the book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in Section 3 — "Procedures for Tendering Shares," (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. See Section 3 — "Procedures for Tendering Shares."

For purposes of the Offer, if and when Purchaser gives oral or written notice to the Depositary of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for the tendering stockholders for purposes of receiving payments from us and transmitting such payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased Shares will be returned (or new certificates for the Shares not tendered will be sent), without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at DTC pursuant to the procedures set forth in Section 3 — "Procedures for Tendering Shares," such Shares will be credited to an account maintained with DTC) promptly following the expiration or termination of the Offer.

3. Procedures for Tendering Shares

Valid Tender of Shares

Except as set forth below, to validly tender Shares pursuant to the Offer, (a) a properly completed and duly executed Letter of Transmittal in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, or an Agent's Message in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal and any other customary documents required by the Depositary, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Offer Expiration Time and either (i) certificates representing Shares tendered must be delivered to the Depositary or (ii) such Shares must be properly delivered pursuant to the procedures for book-entry transfer described below and a confirmation of such delivery received by the Depositary (which confirmation must include an Agent's Message if the tendering stockholder has not delivered a Letter of Transmittal), in each case, prior to the Offer Expiration Time or (b) the tendering stockholder must comply with the guaranteed delivery procedures set forth below. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

Book-Entry Transfer

The Depositary will take steps to establish and maintain an account with respect to the Shares at DTC for purposes of the Offer. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer such Shares into the Depositary's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Offer Expiration Time or the tendering stockholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at DTC as described above is referred to herein as a "Book-Entry Confirmation."

Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary.

Signature Guarantees and Stock Powers

Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses)

that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed (a) if the Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this section, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, then the tendered certificates must be registered or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

Guaranteed Delivery

A stockholder who desires to tender Shares pursuant to the Offer and whose certificates for Shares are not immediately available and cannot be delivered to the Depositary prior to the Offer Expiration Time, or who cannot complete the procedure for book-entry transfer prior to the Offer Expiration Time, or who cannot deliver all required documents to the Depositary prior to the Offer Expiration Time, may tender such Shares by satisfying all of the requirements set forth below:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery (the "Notice of Guaranteed Delivery"), substantially in the form provided by Purchaser, is received by the Depositary (as provided below) prior to the Offer Expiration Time; and
- the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with a properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and any other required documents, are received by the Depositary within two NASDAQ trading days after the date of execution of such Notice of Guaranteed Delivery. A "NASDAQ trading day" is any day on which NASDAQ is open for business.

The Notice of Guaranteed Delivery may be delivered by overnight courier to the Depositary or mailed or e-mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Tender Condition unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the Offer Expiration Time.

SHARES DELIVERED BY A NOTICE OF GUARANTEED DELIVERY THAT HAVE NOT BEEN "RECEIVED" (WITHIN THE MEANING OF SECTION 251(H)(6) OF THE DGCL) BY THE DEPOSITARY PRIOR TO THE OFFER EXPIRATION TIME WILL NOT BE COUNTED BY PURCHASER TOWARD THE SATISFACTION OF THE MINIMUM TENDER CONDITION AND THEREFORE IT IS PREFERABLE FOR SHARES TO BE TENDERED BY THE OTHER METHODS DESCRIBED HEREIN.

THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE

DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF ANY DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Other Requirements

Notwithstanding any provision of the Merger Agreement to the contrary, Purchaser will pay for Shares tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary of (a) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary. Accordingly, tendering stockholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will Purchaser pay interest on the purchase price of Shares, regardless of any extension of the Offer or any delay in making such payment.** If your Shares are held in street name (i.e., through a broker, dealer, commercial bank, trust company or other nominee), your Shares can be tendered by your nominee by book-entry transfer through the Depositary. If you are unable to deliver any required document or instrument to the Depositary by the Offer Expiration Time, you may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary by using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the missing items together with the Shares within two NASDAQ trading days after the date of execution of the Notice of Guaranteed Delivery.

Binding Agreement

Purchaser's acceptance for payment of Shares tendered pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and Purchaser upon the terms and subject to the conditions of the Offer.

Appointment as Proxy

By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering stockholder irrevocably appoints Purchaser's designees as such stockholder's proxies, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Our designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the stockholders of the Company, by written consent in lieu of any such meeting or otherwise. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's payment for such Shares, Purchaser must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to such Shares and other securities, including voting at any meeting of stockholders or executing a written consent concerning any matter.

Determination of Validity.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by Purchaser in its sole and absolute discretion, which determination

will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by Purchaser not to be in proper form or the acceptance for payment of or payment for which may, in Purchaser's opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of the Company, Parent, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto and any other documents related to the Offer) will be final and binding, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction.

Information Reporting and Backup Withholding.

Payments made to stockholders of the Company in the Offer or the Merger generally will be subject to information reporting and may be subject to backup withholding. To avoid backup withholding, U.S. stockholders that do not otherwise establish an exemption should complete and return the U.S. Internal Revenue Service (the "IRS") Form W-9 included in the Letter of Transmittal, certifying that (a) such stockholder is a United States person, (b) the taxpayer identification number provided by such stockholder is correct and (c) such stockholder is not subject to backup withholding. Foreign stockholders should submit a properly completed and signed appropriate IRS Form W-8, a copy of which may be obtained from the Depositary or the IRS website at www.irs.gov, in order to avoid backup withholding. Such stockholders are urged to consult their own tax advisors to determine which Form W-8 is appropriate.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a stockholder's United States federal income tax liability, provided the required information is timely furnished in the appropriate manner to the IRS.

4. Withdrawal Rights

Shares tendered pursuant to the Offer may be withdrawn at any time prior to one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022, unless the Offer is extended, in which case you can withdraw your Shares at any time by the then extended date. You can also withdraw your Shares at any time after Saturday, December 17, 2022, which is the 60th day after the date of commencement of the Offer, unless such Shares have already been accepted for payment by Purchaser pursuant to the Offer and not validly withdrawn.

For a withdrawal of Shares to be effective, a written (or, with respect to Eligible Institutions, a facsimile transmission) notice of withdrawal must be timely received by the Depositary at the address set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3 — "Procedures for Tendering Shares," any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares validly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in Section 3 — "Procedures for Tendering Shares" at any time prior to the Offer Expiration Time.

We will determine, in our sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal and our determination will be final and binding. None of the Company,

Parent, Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Certain United States Federal Income Tax Consequences

The following is a summary of certain United States federal income tax consequences to beneficial owners of Shares upon the tender of Shares for cash pursuant to the Offer and the exchange of Shares for cash pursuant to the Merger. This summary is general in nature and does not discuss all aspects of United States federal income taxation that may be relevant to a holder of Shares in light of its particular circumstances. In addition, this summary does not describe any tax consequences arising under the laws of any state, local or non-U.S. jurisdiction, does not consider the tax on "net investment income" under Section 1411 of the Code (as defined below) or the alternative minimum tax provisions of the Code, and does not consider any aspects of United States federal tax law other than income taxation. This summary deals only with Shares held as capital assets within the meaning of Section 1221 of the United States Internal Revenue Code of 1986, as amended (the "Code") (generally, property held for investment), and does not address tax considerations applicable to any owner of Shares that may be subject to special treatment under the United States federal income tax laws, including:

- a bank or other financial institution;
- a tax-exempt organization;
- a retirement plan or other tax-deferred account;
- a partnership, an S corporation or other pass-through entity for United States federal income tax purposes (or an investor in a partnership, S corporation or other pass-through entity for United States federal income tax purposes);
- an insurance company;
- a mutual fund;
- a real estate investment trust;
- a dealer or broker in stocks and securities;
- a trader in securities that elects to apply a mark-to-market method of tax accounting;
- a holder of Shares that received the Shares through the exercise of an employee stock option, through a tax qualified retirement plan or otherwise as compensation;
- a person that has a functional currency other than the United States dollar;
- a person that holds the Shares as part of a straddle, constructive sale, conversion or other integrated transaction;
- a person subject to special tax accounting rules (including rules requiring recognition of gross income based on a taxpayer's applicable financial statement);
- dissenting stockholders;
- a United States expatriate, including former citizens or residents of the United States;
- certain former citizens or residents of the United States;
- controlled foreign corporations;
- passive foreign investment companies; or
- corporations that accumulate earnings to avoid United States federal income tax.

If a partnership (including any entity or arrangement treated as a partnership) for United States federal income tax purposes holds Shares, the tax treatment of an owner that is a partner (including any owner of an interest in an entity or arrangement treated as a partnership for United States federal income tax purposes) in the partnership generally will depend upon the status of the partner and the activities of the

partner and the partnership. Such owners are urged to consult their own tax advisors regarding the tax consequences of tendering the Shares in the Offer or exchanging their Shares pursuant to the Merger.

This summary is based on the Code, the U.S. Department of Treasury regulations promulgated under the Code, and rulings and judicial decisions, all as in effect as of the date of this Offer to Purchase, and all of which are subject to change or differing interpretations at any time, with possible retroactive effect. We have not sought, and do not intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will agree with the views expressed herein, or that a court will not sustain any challenge by the IRS in the event of litigation.

The discussion set out in this Offer to Purchase is intended only as a summary of the material United States federal income tax consequences to an owner of Shares. We urge you to consult your own tax advisor with respect to the specific tax consequences to you in connection with the Offer and the Merger in light of your own particular circumstances, including federal estate, gift and other non-income tax consequences, and tax consequences under state, local or non-U.S. tax laws.

United States Holders

For purposes of this discussion, the term "United States Holder" means a beneficial owner of Shares that is, for United States federal income tax purposes:

- a citizen or resident of the United States;
- a corporation (or any other entity or arrangement treated as a corporation for United States federal income tax purposes) organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or that has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

Payments with Respect to Shares

The tender of Shares in the Offer for cash or the exchange of Shares pursuant to the Merger for cash will be a taxable transaction for United States federal income tax purposes, and a United States Holder who receives cash for Shares pursuant to the Offer or pursuant to the Merger will recognize gain or loss, if any, equal to the difference between the amount of cash received and the holder's adjusted tax basis in the Shares tendered or exchanged therefor. Gain or loss will be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction). Such gain or loss will be capital gain or loss, and will be long-term capital gain or loss if such United States Holder's holding period for the Shares is more than one year at the time of the exchange. Long-term capital gain recognized by a non-corporate United States Holder generally is subject to tax at a lower rate than short-term capital gain or ordinary income. The deductibility of capital losses is subject to limitations.

Backup Withholding Tax

Proceeds from the tender of Shares in the Offer or the exchange of Shares pursuant to the Merger generally will be subject to backup withholding tax at the applicable rate (currently, 24%) unless the applicable United States Holder or other payee provides a valid taxpayer identification number and complies with certain certification procedures (generally, by providing a properly completed IRS Form W-9) or otherwise establishes an exemption from backup withholding tax. Any amounts withheld under the backup withholding tax rules from a payment to a United States Holder will be allowed as a credit against the United States Holder's United States federal income tax liability and may entitle the United States Holder to a refund, provided that the required information is timely furnished to the IRS. Each United States Holder should complete and sign the IRS Form W-9, which will be included with the Letter of Transmittal to be

returned to the Depositary, to provide the information and certification necessary to avoid backup withholding, unless an exemption applies and is established in a manner satisfactory to the Depositary.

Non-United States Holders

The following is a summary of the material United States federal income tax consequences that will apply to a non-United States Holder of Shares. The term "non-United States Holder" means a beneficial owner of Shares that is neither a United States Holder nor a partnership (including any entity or arrangement treated as a partnership) for United States federal income tax purposes).

Payments with Respect to Shares

Payments made to a non-United States Holder with respect to Shares tendered for cash in the Offer or exchanged for cash pursuant to the Merger generally will be exempt from United States federal income tax, with the following exceptions:

- If the non-United States Holder is an individual who was present in the United States for 183 days or more in the taxable year of the exchange and certain other conditions are met, such non-United States Holder will be subject to tax at a flat rate of 30% (or such lower rate as may be specified under an applicable income tax treaty) on any gain from the exchange of the Shares, net of applicable United States-source losses from sales or exchanges of other capital assets recognized by the holder during the year.
- If the gain is "effectively connected" with the non-United States Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-United States Holder), the non-United States Holder will generally be subject to tax on the net gain derived from the sale as if it were a United States Holder. In addition, if such non-United States Holder is a non-U.S. corporation for United States federal income tax purposes, it may be subject to an additional "branch profits tax" at a 30% rate (or at a lower rate if such non-United States Holder is eligible for the benefits of an income tax treaty that provides for a lower rate).
- If the Company is or has been a United States real property holding corporation for United States federal income tax purposes during the shorter of the non-United States Holder's holding period or the five years preceding the sale, the Shares will be treated as "United States real property interests" unless (a) the non-United States Holder does not actually or constructively own more than 5% of the Shares during such period and (b) the Company's common stock is regularly traded, as defined by applicable United States treasury regulations, on an established securities market. If the Shares are treated as "United States real property interests," any gain or loss will be treated as effectively connected with a U.S. trade or business and subject to United States federal income tax as described above, except that the "branch profits tax" described above generally will not apply. The Company does not currently expect that the Shares are treated as "United States real property interests," but no assurance can be provided that the Shares will not constitute "United States real property interests" in the future.

Backup Withholding Tax

A non-United States Holder may be subject to backup withholding tax with respect to the proceeds from the disposition of Shares pursuant to the Offer or pursuant to the Merger, unless, generally, the non-United States Holder certifies under penalties of perjury on an appropriate IRS Form W-8 that such non-United States Holder is not a United States person, or the non-United States Holder otherwise establishes an exemption in a manner satisfactory to the Depositary.

Any amounts withheld under the backup withholding tax rules will be allowed as a refund or a credit against the non-United States Holder's United States federal income tax liability, provided the required information is timely furnished to the IRS. Each non-United States Holder should complete and sign the appropriate IRS Form W-8, which will be requested in the Letter of Transmittal to be returned to the Depositary, to provide the information and certification necessary to avoid backup withholding, unless an exemption applies and is established in a manner satisfactory to the Depositary.

The foregoing summary does not discuss all aspects of United States federal income taxation that may be relevant to particular holders of Shares. You are urged to consult your own tax advisor about the particular tax consequences to you of tendering your Shares in the Offer or exchanging your Shares pursuant to the Merger under any federal, state, local, non-U.S. or other laws.

6. Price Range of Shares; Dividends

The Shares are listed on NASDAQ, under the symbol "LOGC." The Company has informed Purchaser that 32,962,733 Shares were issued and outstanding as of October 11, 2022. The Shares have been listed on NASDAQ since October 18, 2018.

The following table sets forth the high and low sales prices per Share as reported on NASDAQ for the fiscal quarters indicated:

	High	Low
Year Ending December 31, 2022:		
First Quarter	$ 2.54	$0.61
Second Quarter	$ 0.89	$0.34
Third Quarter	$ 0.69	$0.26
Fourth Quarter (through October 17, 2022)	$ **2.05**	$**2.00**
Year Ended December 31, 2021:		
First Quarter	$ 9.75	$6.61
Second Quarter	$ 7.72	$3.94
Third Quarter	$ 5.15	$3.72
Fourth Quarter	$ 4.69	$2.15
Year Ended December 31, 2020:		
First Quarter	$11.60	$3.05
Second Quarter	$ 8.71	$4.02
Third Quarter	$10.00	$5.25
Fourth Quarter	$ 9.28	$5.10

The Offer Price of $2.07 per Share represents a premium of approximately 670% to the closing price of the Shares on September 30, 2022, the last full trading day before the entry into the Merger Agreement. On October 17, 2022, the last full trading day before Purchaser commenced the Offer, the closing price of the Shares reported on NASDAQ was $2.05 per Share. **Stockholders are urged to obtain current market quotations for Shares before making a decision with respect to the Offer.**

The Merger Agreement provides that from the date of the Merger Agreement until the effective time, except as required or contemplated by the Merger Agreement, required by law or order or with the written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), the Company will not and will not cause each subsidiary of the Company to make or declare dividends or distributions (whether in cash, assets, stock, other securities or otherwise) to (a) the holders of the Shares or any subsidiary of the Company or (b) any other equityholders or rights holders of the Company or equityholders of any subsidiary of the Company (other than any dividend or distribution from a wholly owned subsidiary of the Company to the Company or to any other wholly owned subsidiary of the Company).

7. Certain Information Concerning the Company

Except as specifically set forth herein, the information concerning the Company contained in this Offer to Purchase has been taken from, or is based upon, information furnished by the Company or its representatives or upon publicly available documents and records on file with the SEC and other public sources. The summary information set forth below is qualified in its entirety by reference to the Company's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information.

General

The following description of the Company and its business has been taken from the Company's Annual Report on Form 10-K for the annual period ended December 31, 2021, and is qualified in its entirety by reference to such Annual Report on Form 10-K.

The Company is a clinical-stage genetic medicine company pioneering genome editing and gene delivery platforms to address rare and serious diseases from infancy through adulthood. The Company's genome editing platform, GeneRide®, is a new approach to precise gene insertion harnessing a cell's natural deoxyribonucleic acid, or DNA, repair process potentially leading to durable therapeutic protein expression levels. The Company's gene delivery platform, sAAVy™, is an adeno-associated virus, or AAV, capsid engineering platform designed to optimize gene delivery for treatments in a broad range of indications and tissues. The Company's proprietary manufacturing process, mAAVRx™, aims to overcome one of the current limitations of AAV manufacturing by improving yields and product quality.

The Company's principal executive offices are located at 65 Hayden Avenue, 2nd Floor, Lexington, MA 02421. The telephone number of the Company at its principal executive offices is: (617) 245-0399.

Available Information

The Shares are registered under the Exchange Act. Accordingly, the Company is subject to the information reporting requirements of the Exchange Act and is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, stock options and other equity awards granted to them, the principal holders of the Company's securities, any material interests of such persons in transactions with the Company and other matters is required to be disclosed in proxy statements. Such reports, proxy statements and other information are available on www.sec.gov.

The Company's Financial Projections

The Company provided Parent with certain internal financial projections as described in the Company's Schedule 14D-9, which will be filed with the SEC and is being mailed to the Company's stockholders contemporaneously with this Offer to Purchase.

8. Certain Information Concerning Parent, Purchaser and Certain Related Parties

Purchaser

Camelot Merger Sub, Inc., a Delaware corporation, is a wholly owned subsidiary of Parent and was formed solely for the purpose of facilitating the acquisition of the Company by Parent. To date, Purchaser has not carried on any activities other than those related to its formation, the Offer and the Merger. Upon consummation of the proposed Merger, Purchaser will merge with and into the Company and will cease to exist, with the Company continuing as the Surviving Corporation. The business address for Purchaser is: 121 Seaport Boulevard, Boston, Massachusetts 02210. The business telephone number for Purchaser is: (475) 230-2596.

Parent

Alexion Pharmaceuticals, Inc., a Delaware corporation, is the group within Parent Holdco (as defined below) focused on rare diseases, created following the 2021 acquisition of Parent by Parent Holdco. As a leader in rare diseases for nearly thirty years, Parent is focused on serving patients and families affected by rare diseases and devastating conditions through the discovery, development and commercialization of life-changing medicines. Parent focuses its research efforts on novel molecules and targets in the complement cascade and its development efforts on haematology, nephrology, neurology, metabolic disorders, cardiology and ophthalmology. The business telephone number for Parent is: (475) 230-2596. The business address for Parent is: 121 Seaport Boulevard, Boston, Massachusetts 02210.

Additional Information

The name, citizenship, business address, present principal occupation or employment and five-year employment history of each of the directors and executive officers of Parent and Purchaser are listed in Schedule I to this Offer to Purchase.

During the last five years, neither Parent nor Purchaser nor, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase (a) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as provided in the Merger Agreement or as otherwise described in this Offer to Purchase, (a) neither Parent nor Purchaser nor, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority-owned subsidiary of Parent or Purchaser, or any of the persons so listed, beneficially owns or has any right to acquire, directly or indirectly, any Shares or any other equity securities of the Company and (b) neither Parent nor Purchaser nor, to the best knowledge of Parent and Purchaser, any of the persons or entities referred to in Schedule I to this Offer to Purchase has effected any transaction with respect to the Shares or any other equity securities of the Company during the past 60 days. Except as provided in the Merger Agreement or as otherwise described in this Offer to Purchase, neither Parent nor Purchaser nor, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations).

Except as set forth in this Offer to Purchase, neither Parent nor Purchaser nor, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, has had any business relationship or transaction with the Company or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer.

Except as set forth in this Offer to Purchase, there have been no negotiations, transactions or material contracts between neither Parent nor Purchaser nor, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or its affiliates, on the other hand, concerning a merger, consolidation, acquisition, tender offer or other acquisition of securities of the Company, an election of directors or a sale or other transfer of a material amount of assets of the Company during the past two years.

Available Information

Pursuant to Rule 14d-3 under the Exchange Act, we have filed with the SEC a Tender Offer Statement on Schedule TO (as amended, the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. The Schedule TO and the exhibits thereto, as well as other information filed by Parent and Purchaser with the SEC, are available on the SEC website at www.sec.gov. Additional copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and other materials related to the Offer may also be obtained for free from the Information Agent.

9. Source and Amount of Funds

The Offer is not subject to a financing condition. Parent and Purchaser currently have, and will have, available to them, through a variety of sources, including cash on hand, funds necessary for the payment of the aggregate Offer Price and the aggregate Merger Consideration and to satisfy all of their payment obligations under the Merger Agreement and resulting from the Transactions. Parent has not entered into any financing commitment in connection with the Merger Agreement or the Transactions.

10. Background of the Offer; Past Contacts or Negotiations with the Company

The information set forth below regarding the Company was provided by the Company, and none of Parent, Purchaser nor any of their respective affiliates take any responsibility for the accuracy or completeness of any information regarding meetings or discussions in which Parent, Purchaser or their respective affiliates or representatives did not participate.

Background of the Offer

The following is a description of significant contacts between representatives of Parent, on the one hand, and representatives of the Company, on the other hand, that resulted in the execution of the Merger Agreement and commencement of the Offer. For a review of the Company's activities relating to the contacts leading to the Merger Agreement, please refer to the Schedule 14D-9, which has been filed with the SEC and is being mailed to its stockholders with this Offer to Purchase.

On October 8, 2021, a representative of Parent contacted a representative of the Company to express interest in potential collaboration opportunities.

On October 20, 2021, the Company entered into a confidentiality agreement (the "Initial Confidentiality Agreement") with Parent in order to enable the Company and Parent to discuss potential collaboration opportunities.

On November 9, 2021, members of the Company's management met with members of Parent's management to discuss potential collaboration opportunities.

On February 22, 2022, members of the Company's management met with members of Parent's management to further discuss potential business arrangements. From time to time thereafter, members of the Company's management and members of Parent's management discussed potential licensing, collaboration and financing transactions.

On May 1, 2022, Frederic Chereau, President and Chief Executive Officer of the Company, met with Marc Dunoyer, President and Chief Executive Officer of Parent, and discussed potential collaborative relationships, such as potential licensing or development collaborations.

On May 21, 2022, June 3, 2022 and June 17, 2022, Mr. Chereau and Mr. Dunoyer met to discuss the possibility of partnership opportunities, including for the development of product candidates by the Company.

On July 11, 2022, Mr. Chereau met with Mr. Dunoyer and discussed certain potential terms, structuring and timing considerations related to potential suitors for an acquisition of the Company by Parent. During the course of this discussion, Mr. Dunoyer indicated that any transaction would likely be structured as an all-cash offer, and that the continued employment of certain members of the Company's management was an important value driver with respect to the strategic rationale of any transaction for Parent.

On July 15, 2022, Mr. Dunoyer informed Mr. Chereau that Parent would be submitting to the Company a preliminary non-binding written indication of interest regarding a potential acquisition of the Company.

On July 19, 2022, Mr. Chereau received a letter dated July 18, 2022 from Mr. Dunoyer (which superseded a version sent to Mr. Chereau earlier that morning) setting forth Parent's preliminary non-binding indication of interest to purchase for cash all of the issued and outstanding capital stock of the Company, including the Shares, from the Company's existing stockholders at a price of $1.60 per Share (the "July 18 Proposal"). The July 18 Proposal represented a 300% premium to the Company's closing price per Share of $0.40 on July 18, 2022, and a 272% premium to the Company's 60-day volume-weighted average price per Share of $0.43 up to and including July 18, 2022. The July 18 Proposal also requested full access to due diligence materials of the Company and its subsidiaries, including certain key areas identified in the July 18 Proposal. Later on July 19, 2022, Mr. Chereau informed Mr. Dunoyer that the proposal submitted that morning by Parent was not yet sufficiently compelling, but that the Company was willing to make members of the Company's management available for a management presentation to Parent later that week to clarify that value for Parent, subject to entry by the parties into a mutually acceptable amendment to the Initial Confidentiality Agreement.

On July 22, 2022, the Company and Parent entered into an amendment to the Initial Confidentiality Agreement that, among other things, included customary standstill provisions for a period of twelve months from July 22, 2022 with a customary "fall away" provision providing that the standstill obligations would terminate following, among other things, the Company entering into a definitive agreement involving the acquisition of all or a majority of the Company's equity securities or consolidated assets. The amendment to the Initial Confidentiality Agreement also included a customary non-solicitation provision prohibiting Parent and its affiliates (including Parent Holdco and its affiliates) from soliciting for employment any employee of the Company for a period of twelve months from July 22, 2022.

On July 22, 2022, members of the Company's management held a management presentation with representatives and advisors of Parent.

On July 24, 2022, Mr. Chereau and Mr. Dunoyer discussed Parent's willingness to increase the per Share consideration amount stated in the July 18 Proposal. Mr. Dunoyer indicated that Parent would require access to additional due diligence materials and further meetings with members of the Company's management in order to consider increasing the per Share consideration amount stated in the July 18 Proposal.

On July 27, 2022, the Company provided representatives of Parent with access to a virtual data room containing certain limited due diligence materials of the Company and its subsidiaries.

During the period beginning August 1, 2022 through the execution of the Merger Agreement on October 3, 2022, the Company and its representatives and advisors held a number of due diligence calls with representatives of Parent, Parent Holdco and their respective advisors.

On August 5, 2022, Mr. Chereau and Mr. Dunoyer discussed the meetings and conversations between the representatives and advisors of the Company and Parent over the preceding weeks, and Mr. Dunoyer indicated his expectation that Parent would provide the Company with a revised version of the July 18 Proposal that increased the per Share consideration amount stated therein. On August 9, 2022, Mr. Chereau received such letter from Parent, dated as of August 8, 2022, which increased the per Share consideration amount from a price of $1.60 per Share to $1.72 per Share (the "August 8 Proposal"). The August 8 Proposal also reiterated Parent's request for full access to due diligence materials of the Company and its subsidiaries, including certain key areas identified in the August 8 Proposal, and reiterated the significance of the Company's Research & Development ("R&D") team as a key driver of Parent's valuation of the Company.

On August 23, 2022, Mr. Chereau and Mr. Dunoyer discussed the meetings and conversations between the representatives and advisors of the Company and Parent over the preceding weeks, and Mr. Dunoyer indicated his expectation that Parent would provide the Company with a revised version of the August 8 Proposal that increased the per Share consideration amount. On August 25, 2022, Mr. Chereau received such letter from Parent, dated as of August 25, 2022, which increased the per Share consideration amount from a price of $1.72 per Share to $2.07 per Share (the "August 25 Proposal"). The August 25 Proposal also requested a 35-day period of exclusivity between the Company and Parent to permit sufficient time to complete Parent's ongoing due diligence review and agree on transaction terms, pursuant to a form of exclusivity agreement attached to the August 25 Proposal.

Between August 25, 2022 and August 30, 2022, the Company and Parent negotiated the terms of an exclusivity agreement. On August 30, 2022, the Company and Parent entered into an exclusivity agreement (the "Initial Exclusivity Agreement") with an initial period of 21 days that would be extended automatically to September 27, 2022 if, as of the end of such initial 21-day period, the Company and Parent were working in good faith toward the execution of a definitive agreement with respect to a potential strategic transaction between the Company and Parent.

On September 2, 2022, Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul, Weiss") delivered an initial draft of the proposed Merger Agreement to Freshfields Bruckhaus Deringer US LLP ("Freshfields"), legal counsel to Parent and Purchaser. On that day representatives of Paul, Weiss also held a call with representatives of Freshfields to discuss various matters relating to the draft Merger Agreement, including proposed transaction structure, the status of Parent's legal and technical due diligence, the regulatory approvals potentially applicable to the transaction and the treatment of existing Company equity awards under the Company's existing equity plans.

On September 7, 2022, representatives from the Company and Parent had a dinner meeting to discuss the Company's capabilities.

On September 8, 2022, Mr. Chereau spoke with a representative of Parent to request consent to the Company continuing ongoing discussions with a third party regarding a potential transaction relating to the Company's manufacturing technology. The representative of Parent confirmed to Mr. Chereau that Parent consented to such discussions. On September 11, 2022, Michael Franken, Chief Business Officer of the Company, informed a representative of Parent of the occurrence of such discussions on September 9, 2022; Mr. Franken subsequently updated a representative of Parent on September 28, 2022 that Mr. Franken had on September 23, 2022, in response to a follow up received from the third party regarding a non-binding term sheet previously delivered by the third party to the Company, informed the third party that the Company was not in a position to respond to such proposal.

On September 14, 2022, Freshfields delivered a revised draft of the Merger Agreement to Paul, Weiss, subject to any further revisions of Parent, which, among other things, proposed additional language in the closing condition with respect to governmental action blocking the Transactions that would have conditioned the consummation of the Transactions upon no governmental entity having initiated (or taken preparatory steps to initiate) certain regulatory investigations (the "Regulatory Investigations Condition").

On September 16, 2022, Paul, Weiss delivered a revised draft of the Merger Agreement to Freshfields, which, among other things, removed the Regulatory Investigations Condition.

On September 18, 2022, Freshfields delivered an initial draft of the form of the Tender and Support Agreements (as defined below) to Paul, Weiss, subject to any further revisions of Parent. Also on September 18, 2022, Mr. Dunoyer informed Mr. Chereau that as part of any transaction with Parent, Parent would require five key executives, and potentially three to four other employees to be identified, to enter into employment agreements or similar arrangements at the time of signing of a merger agreement, with such arrangements taking effect at the consummation of any such transaction. Mr. Dunoyer informed Mr. Chereau that this was a pre-condition for Parent entering any merger agreement given Parent's focus on the R&D management and employees at the Company.

On September 20, 2022, Freshfields delivered a revised draft of the Merger Agreement to Paul, Weiss, which, among other things, substantially reinstated the Regulatory Investigations Condition and also included additional proposed closing conditions that would condition the consummation of the Transactions upon the continued employment of certain key employees and such key employees not being in actual, imminent or threatened breach of certain agreements that were proposed to be executed by them concurrent with the execution of the Merger Agreement (the "Employee Conditions").

On September 21, 2022, Mr. Chereau, Ms. Nacht, Mr. Hebben and certain other members of the Company's management received from Mr. Dunoyer drafts of employment offer letters that Parent was requesting be executed concurrent with the execution of the Merger Agreement. Later that day, Mr. Chereau and Mr. Dunoyer discussed various issues arising from or relating to the draft of the Merger Agreement circulated by Freshfields the prior day, including the Regulatory Investigations Condition, the Employee Conditions and various other employee compensation and retention matters, during which discussion Mr. Chereau informed Mr. Dunoyer that the Company would not agree to the Employee Conditions.

Between September 19, 2022 and September 24, 2022, representatives of Paul, Weiss and Freshfields held a number of calls regarding the Regulatory Investigations Condition and the Employee Conditions. During those calls representatives of Paul, Weiss made various counterproposals on behalf of the Company to address Parent's continued request for the Employee Conditions, including economic incentives to align the economic interests of the relevant executives with remaining at the Company through closing of the Transactions and other incentives also proposed to give Parent comfort regarding continued employment.

On September 24, 2022, Mr. Dunoyer attended a series of meetings with Mr. Chereau, Ms. Nacht, Mr. Hebben and certain other members of the Company's management to discuss and negotiate the terms of the employment offer letters Parent was requesting in connection with the execution of the Merger Agreement.

On September 25, 2022, Mr. Chereau and a representative of Parent discussed, among other things, the Regulatory Investigations Condition and the Employee Conditions. During such discussions, Parent's representative indicated Parent's belief that the Company and Parent could reach a mutually acceptable compromise with respect to the Regulatory Investigations Condition, and reiterated that Parent would require the Employee Conditions with respect to at least four of the five employees initially proposed given retaining such key employees was an important value driver with respect to the strategic rationale of any transaction rationale.

On September 27, 2022, Paul, Weiss delivered a revised draft of the Merger Agreement to Freshfields, which, among other things, removed the Regulatory Investigations Condition and the Employee Conditions. Later that evening, Parent's exclusivity period under the Initial Exclusivity Agreement lapsed. At Parent's request, the Company subsequently entered into an amendment to the Initial Exclusivity Agreement on October 2, 2022, which was effective as of September 27, 2022 and extended Parent's exclusivity period until execution of the Merger Agreement on October 3, 2022.

On September 27, 2022, Mr. Chereau discussed the Employee Conditions with representatives of Parent, in the course of which the representatives of Parent had indicated that Parent would continue to require the Merger Agreement to include the Employee Conditions but would reduce the number of key employees subject to the Employee Conditions from five to four, and may be willing to further reduce that to three key employees (i.e., the Key Employees).

On the evening of September 28, 2022, representatives of Paul, Weiss and Freshfields held a call to discuss certain terms of the draft Merger Agreement.

On September 29, 2022, Freshfields delivered a revised draft of the Merger Agreement to Paul, Weiss, which, among other things, reinstated the Employee Conditions, which would be applicable to the Key Employees. The revised draft Merger Agreement also contained a compromise proposal with respect to the Regulatory Investigations Condition consisting of more specific language that clarified that the condition would not be satisfied in circumstances where a decision by the EC to examine the Transactions under the EU Merger Regulation or any notification of a referral request under the EU Merger Regulation would prevent or make unlawful the consummation of the Transactions. Freshfields also indicated in that distribution that the revised draft Merger Agreement represented Parent's final position on the material points that had been the subject of negotiations between the parties, including with respect to the Employee Conditions.

On September 30, 2022, Paul, Weiss, delivered the draft form of the Tender and Support Agreements to each of the Supporting Stockholders and, from September 30, 2022 to October 1, 2022 representatives of each of the Supporting Stockholders and Freshfields negotiated the respective final, mutually agreed terms of each Tender and Support Agreement.

On October 1, 2022, Paul, Weiss delivered a revised draft of the Merger Agreement to Freshfields, which retained the Employee Conditions as proposed in the draft most recently received from Freshfields.

On October 2, 2022, Mr. Chereau and Mr. Dunoyer discussed the current terms of the revised draft Merger Agreement. Later that day, Freshfields and Paul, Weiss exchanged drafts of the Merger Agreement.

On October 2, 2022, the Company Board duly adopted by unanimous vote resolutions (a) determining that the Merger Agreement and the Transactions, including the Offer and the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (b) approving the Merger Agreement and the Transactions, including the Offer and the Merger, and declaring the Merger Agreement and the Transactions, including the Offer and the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders, (c) agreeing that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL and (d) resolving to recommend that the holders of Shares accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

On October 2, 2022, the respective boards of directors of each of Parent and Purchaser unanimously approved and determined that the Merger Agreement and the Transactions, including the Offer and the Merger, in accordance with each of their obligations under the Merger Agreement.

Following the meeting of the Company Board, on October 2, 2022, Paul, Weiss and Freshfields finalized the terms of the Merger Agreement. Early in the morning of October 3, 2022, the Company, Parent and Purchaser executed and delivered the Merger Agreement, and the Supporting Stockholders executed and delivered the Tender and Support Agreements.

Later in the morning of October 3, 2022, prior to the opening of trading of the Shares on NASDAQ, Parent and the Company each issued a press release announcing the execution of the Merger Agreement and the forthcoming commencement of the Offer to acquire all of the issued and outstanding Shares at a price of $2.07 per Share, to the seller in cash, without interest.

On October 18, 2022, Purchaser filed this Offer to Purchase and commenced the Offer, and the Company filed the Schedule 14D-9.

Past Contacts, Transactions, Negotiations and Agreements

For information on the Merger Agreement and the other agreements between the Company and Purchaser and their respective related parties, see Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties" and Section 11 — "The Merger Agreement; Other Agreements."

11. The Merger Agreement; Other Agreements

The Merger Agreement

The following is a summary of certain provisions of the Merger Agreement. This summary of the Merger Agreement has been included to provide stockholders with information regarding its terms. It is not intended to provide any other factual disclosures about Parent, Purchaser, the Company or their respective affiliates, and it is not intended to modify or supplement any rights or obligations of the parties under the Merger Agreement or any factual disclosures about the Company or the Transactions contemplated in the Merger Agreement contained in public reports filed by the Company with the SEC. This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit (d)(1) to the Schedule TO, which is incorporated herein by reference. Copies of the Merger Agreement and the Schedule TO, and any other filings that we make with the SEC with respect to the Offer or the Merger, may be obtained in the manner set forth in Section 8 — "Certain Information Concerning Parent, Purchaser and Certain Related Parties." Stockholders and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized below. Capitalized terms used in this section and not otherwise defined have the respective meanings set forth in the Merger Agreement.

The assertions embodied in the representations and warranties contained in the Merger Agreement are qualified by information in a confidential disclosure schedule delivered by the Company to Parent in connection with the Merger Agreement (which we refer to as the "Company Disclosure Letter") and a confidential disclosure schedule delivered by Parent to the Company, in each case in connection with the signing of the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were made as of a specified date, may be subject to a contractual standard of materiality different from what might be viewed as material to stockholders, or may have been used for the purpose of allocating risk between the parties to the Merger Agreement. Accordingly, the representations and warranties contained in the Merger Agreement and summarized in this Section 11 should not be relied on by any persons as characterizations of the actual state of facts and circumstances of the Company, Parent or Purchaser at the time they were made and the information in the Merger Agreement should be considered in conjunction with the entirety of the factual disclosure about the Company in the Company's public reports filed with the SEC. Information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding the Offer, the Merger, the Company, Parent, Purchaser, their respective affiliates and their respective businesses that are contained in, or incorporated by reference into the Schedule TO and related exhibits, including this Offer to Purchase, and the Schedule 14D-9 filed by the Company on October 18, 2022, as well as in the Company's other public filings.

The Offer

The Merger Agreement provides that Purchaser will commence the Offer on or before October 18, 2022, and that, subject to the satisfaction of the Minimum Tender Condition, the satisfaction or waiver of the other Offer Conditions, including the Injunction Condition and the Key Employee Conditions (to the extent waiver is permitted under applicable law and under the Merger Agreement) and the other conditions that are described in Section 15 — "Conditions of the Offer," Purchaser will, and Parent will cause Purchaser to, accept for payment, and pay for, any Shares validly tendered (and not validly withdrawn) promptly (and in any event within two business days) following the applicable Offer Expiration Time. The initial Offer Expiration Time will be one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022.

Terms and Conditions of the Offer

The obligations of Purchaser to, and of Parent to cause Purchaser to, accept for payment, and pay for, all Shares validly tendered (and not validly withdrawn) pursuant to the Offer are subject to the prior satisfaction or waiver (to the extent waiver is permitted under applicable law and under the Merger Agreement) of the conditions set forth in Section 15 — "Conditions of the Offer." Pursuant to the Merger Agreement, Parent and Purchaser expressly reserve the right (in their sole discretion) to (a) to increase the Offer Price, (b) waive any Offer Condition (other than the Minimum Tender Condition and the Termination Condition) and (c) amend, modify or supplement any of the other terms or conditions of the Offer, prior to the Offer Acceptance Time to the extent not consistent with the Merger Agreement; provided, that unless otherwise provided by the Merger Agreement, without the prior written consent of the Company, neither Parent nor Purchaser will (a) decrease the Offer Price, (b) change the form of consideration payable in the Offer, (c) decrease the number of the Shares sought to be purchased in the Offer, (d) impose conditions or requirements to the Offer in addition to the Offer Conditions, (e) amend or modify any of the Offer Conditions in a manner that would adversely affect any holder of the Shares in any material respect or that would, individually or in the aggregate, reasonably be expected to prevent or delay beyond the End Date the consummation of the Offer or have any effect that, individually or in the aggregate with one or more effects, would prevent, materially impair or materially delay beyond the End Date the consummation by Parent or Purchaser of any of the Transactions (except to effect an extension of the Offer to the extent expressly permitted or required by the Merger Agreement), (f) change or waive the Minimum Tender Condition, (g) extend or otherwise change the Offer Expiration Time in a manner other than as required or permitted by the Merger Agreement or (h) provide any "subsequent offering period" within the meaning of Rule 14d-11 under the Exchange Act. The Offer may not be terminated or withdrawn as of the Offer Expiration Time (or any rescheduled Offer Expiration Time) of the Offer, unless the Merger Agreement is terminated in accordance with its terms thereof.

Extensions of the Offer

The Merger Agreement contains provisions to govern the circumstances in which Purchaser is required or permitted to extend the Offer. We have agreed in the Merger Agreement that Purchaser will be required or permitted to extend the Offer from time to time in the following circumstances:

i. if, as of the scheduled Offer Expiration Time, any Offer Condition (other than those Offer Conditions that by their terms are to be satisfied at the Offer Acceptance Time, but subject to such Offer Conditions being capable of being satisfied) is not satisfied and has not been waived, Purchaser may, in its discretion (and without the consent of the Company or any other person), extend the Offer on one or more occasions, for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied;

ii. Purchaser will (and Parent will cause Purchaser to) extend the Offer from time to time for, without the consent of the Company: (a) any period required by applicable law, any interpretation or position of the SEC, the staff thereof or NASDAQ applicable to the Offer; and (b) periods of up to ten business days per extension, until the Injunction Condition (solely with respect to an order, injunction or investigation (relating to antitrust laws)) has been satisfied;

iii. if, as of the scheduled Offer Expiration Time, any Offer Condition (other than the Minimum

Tender Condition and those Offer Conditions that by their terms are to be satisfied at the Offer Acceptance Time) is not satisfied and has not been waived, Purchaser will (and Parent will cause Purchaser to), at the written request of the Company, extend the Offer on one or more occasions for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; and

iv. if, as of the scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all other Offer Conditions (other than those Offer Conditions that by their terms are to be satisfied at the Offer Acceptance Time, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will (and Parent will cause Purchaser to) extend the Offer on one occasion for an additional period specified by the Company of up to ten business days to permit the Minimum Tender Condition to be satisfied.

However, Purchaser is not required to extend the Offer beyond (a) the valid termination of this Merger Agreement in accordance with its terms or (b) 5:00 p.m. Eastern time on April 2, 2023, except that such date may be extended by Parent, on the one hand, or the Company, on the other hand, by notice in writing to the other party thereto prior to the then-applicable End Date, to extend the End Date, no more than twice, by a period of ninety calendar days if on the then-applicable End Date all of the conditions to consummation of the Merger and the Offer Conditions (other than (x) those Offer Conditions that by their terms are to be satisfied at the Offer Acceptance Time (including the Minimum Tender Condition) and (y) the Injunction Condition (solely with respect to an order, injunction or investigation relating to antitrust laws)), will have been satisfied or will be capable of being satisfied at such time (such date, as it may be extended, we refer to as the "End Date").

Structure of the Merger; Certificate of Incorporation; Bylaws; Directors and Officers

Pursuant to the Merger Agreement, on the same date as the Offer Acceptance Time, and subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement (other than those conditions that by their nature are to be satisfied at the effective time, but subject to the satisfaction or waiver of such conditions), Purchaser will merge with and into the Company, and the Company will survive the Merger as the Surviving Corporation and as a wholly owned subsidiary of Parent. At the effective time, all of the property, rights, privileges, powers and franchises of the Company and Purchaser will vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Purchaser will become the debts, liabilities and duties of the Surviving Corporation, all as provided under the DGCL, including Section 251(h) thereof. As of the effective time, the certificate of incorporation of the Surviving Corporation will be amended and restated as a result of the Merger to conform to the applicable exhibit to the Merger Agreement, and the bylaws of the Surviving Corporation will be amended and restated to conform to the bylaws of Purchaser in effect immediately prior the effective time (except that references to Purchaser's name will be replaced by references to "LogicBio Therapeutics, Inc."), and the provisions with respect to indemnification, advancement of expenses, exculpation and limitations on liability of directors and officers in such certificate of incorporation and bylaws of the Surviving Corporation will contain provisions no less favorable in any material respect than are set forth in the Company's certificate of incorporation and bylaws as in effect as of the date of the Merger Agreement, which provisions will not be amended, repealed or otherwise modified for a period of six years from the Offer Acceptance Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Offer Acceptance Time, were indemnified parties thereunder, unless such modification is required by law, and then only to the minimum extent required by law.

The directors and officers of Purchaser immediately prior to the effective time will be the respective directors and officers of the Surviving Corporation. Such directors and officers will hold office until their respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

The Merger Agreement provides the Merger will be effected under Section 251(h) of the DGCL and will be effected without a vote of the Company stockholders.

Effect of the Merger on the Shares

At the effective time, each Share issued and outstanding immediately prior to the effective time (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case immediately prior to the effective time, (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL, will be cancelled and automatically converted into the right to receive the Offer Price, without interest, in cash, less any applicable withholdings taxes (which we refer to as the "Merger Consideration"). Shares described in clauses (a), (b) and (c), which, in the case of clauses (b) and (c), we refer to as "Excluded Shares," will be automatically cancelled and retired and will cease to exist at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d), which we refer to as "Dissenting Shares," will entitle their holders only to the rights granted to them under Section 262 of the DGCL (as further described in Section 16 — "Certain Legal Matters; Regulatory Approvals — Dissenters' Rights"). For the avoidance of doubt, Shares irrevocably accepted for purchase by Purchaser in the Offer are Excluded Shares that will not be paid for again in connection with the Merger, but this does not affect Purchaser's obligation to pay the Offer Price for each Share so tendered in connection with the Offer.

At the effective time, each share of common stock, $0.01 par value per share, of Purchaser then outstanding immediately before the effective time will be converted into one share of common stock, $0.01 par value per share, of the Surviving Corporation and will constitute the only outstanding shares of the Surviving Corporation.

Payment Procedures

Prior to the Offer Acceptance Time, Parent will designate a bank or trust company reasonably acceptable to the Company to act as the Depositary for the holders of any Shares to receive (a) the Offer Price to which holders of such Shares will become entitled to pursuant to the terms of the Merger Agreement and (b) the Merger Consideration to which holders of such Shares will become entitled to pursuant to the terms of the Merger Agreement. The agreement pursuant to which Parent will appoint the Depositary will be in form and substance reasonably acceptable to the Company. Parent will be responsible for all expenses of the Depositary. At or promptly following the Offer Acceptance Time, Parent will deposit, or will cause to be deposited, (i) with the Depositary, cash sufficient to make payment of the aggregate Offer Price and (ii) with the Depositary, cash sufficient to make payment of the aggregate Merger Consideration, in each case, pursuant to the Merger Agreement (together, the "Payment Fund"). The Payment Fund will not be used for any other purpose.

Promptly following the effective time, but in no event later than three business days after the effective time, the Surviving Corporation will cause the Depositary to mail to each holder of record of the Shares entitled to receive the Merger Consideration pursuant to the Merger Agreement the form Letter of Transmittal (which will be in reasonable and customary form and will specify that delivery will be effected, and risk of loss and title to the certificates evidencing such Shares (the "Certificates") will pass, only upon proper delivery of the Certificates (or effective affidavits of loss in lieu thereof) to the Depositary) and instructions for use in effecting the surrender of the Certificates or book-entry Shares pursuant to such Letter of Transmittal.

Upon surrender to the Depositary of Certificates (or effective affidavits of loss in lieu thereof) or book-entry Shares, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be reasonably required pursuant to such instructions, the holder of such Certificates or book-entry Shares will be entitled to receive in exchange therefor the Merger Consideration for each Share formerly evidenced by such Certificates or book-entry Shares, and such Certificates and book-entry Shares will then be canceled. No interest will accrue or be paid on the Merger Consideration payable upon the surrender of any Certificates or book-entry Shares for the benefits of the holder thereof.

If the payment of any Merger Consideration is to be made to a person other than the person in whose name the surrendered Certificates formerly evidencing the Shares is registered on the stock transfer books of the Company, it will be a condition of payment that the Certificate so surrendered will be endorsed properly or otherwise be in proper form for transfer and that the person requesting such payment will have paid all transfer and other similar taxes required by reason of the payment of the Merger Consideration to a person other than the registered holder of the Certificate surrendered, or will have established to the satisfaction of the Surviving Corporation that such taxes either have been paid or are not applicable. None of Parent, Purchaser and the Surviving Corporation will have any liability for transfer and other similar taxes described hereof under any circumstance.

Payment of the applicable Merger Consideration with respect to book-entry Shares will only be made to the person in whose name such book-entry Shares are registered. Until surrendered as contemplated by the Merger Agreement, each Certificate and book-entry Share will be deemed at any time after the effective time to represent only the right to receive upon such surrender the amount of cash, without interest, into which the Shares theretofore represented by such Certificate or book-entry Shares have been converted pursuant to the Merger Agreement.

Notwithstanding the requirements to surrender a Certificate contained in the Merger Agreement, if any Certificate will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such person of a bond, in such reasonable amount as Parent may direct, as indemnity against any claim that may be made against it with respect to such Certificate (which will not exceed the Merger Consideration payable with respect to such Certificate), the Depositary will pay (less any amounts entitled to be deducted or withheld as required under the Merger Agreement), in exchange for such lost, stolen or destroyed Certificate, the applicable Merger Consideration to be paid in respect of the Shares formerly represented by such Certificate, as contemplated by Article III of the Merger Agreement.

At the close of business on the day of the effective time, the stock transfer books of the Company with respect to the Shares will be closed and thereafter there will be no further registration of transfers of Shares on the records of the Company. From and after the effective time, the holders of the Shares outstanding immediately prior to the effective time will cease to have any rights with respect to such Shares except as otherwise provided in the Merger Agreement or by applicable law.

Each of the Depositary, Parent, Purchaser, the Company and the Surviving Corporation and each of their respective affiliates will be entitled to deduct and withhold from any cash amounts payable pursuant to the Merger Agreement to any payee thereof such amounts as it is required to deduct or withhold therefrom under applicable law except (a) with respect to amounts treated as compensation for tax purposes or (b) as a result of the failure of any holder of Shares to provide an IRS Form W-9 or W-8, as applicable, Parent will provide the Company written notice of any applicable payor's intention to make such deduction or withholding at least ten days prior to the effective time and will provide the Company with a reasonable opportunity to obtain reduction of or relief from such deduction or withholding. Parent will reasonably cooperate with the Company to obtain such reduction or relief from such deduction or withholding. Any such amounts deducted or withheld and remitted to the appropriate governmental entity in accordance with applicable law will be treated for all purposes under the Merger Agreement as having been paid to the person to whom such amounts would otherwise have been paid.

At any time following twelve months after the effective time, the Surviving Corporation will be entitled to require the Depositary to deliver to it any funds which had been made available to the Depositary and not disbursed to holders of Certificates or book-entry Shares (including all interest and other income received by the Depositary in respect of all funds made available to it), and, thereafter, such holders will be entitled to look to the Surviving Corporation (subject to abandoned property, escheat and other similar requirements under applicable law) only as general creditors thereof with respect to the Merger Consideration that may be payable upon due surrender of the Certificates or book-entry Shares held by them. Neither the Surviving Corporation nor the Depositary will be liable to any holder of Certificates or book-entry Shares for the Merger Consideration delivered in respect of such share to a public official pursuant to any abandoned property, escheat or other similar requirements under applicable law. Any amounts remaining unclaimed by such holders at such time at which such amounts would otherwise escheat to or become property of any

governmental entity will become, to the extent permitted by applicable law, the property of the Surviving Corporation or its designee, free and clear of all claims or interest of any person previously entitled thereto.

The Payment Fund will be invested by the Depositary as directed by the Surviving Corporation; provided, that such investments will be in obligations of or guaranteed by the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $1 billion, or in money market funds having a rating in the highest investment category granted by a recognized credit rating agency at the time of acquisition or a combination of the foregoing and, in any such case, no such instrument will have a maturity exceeding three months; provided, further, that no such investment or losses thereon will affect amounts payable to the holders of the Shares pursuant to the Merger Agreement (including in the Offer or the Merger). To the extent there are losses or the Payment Fund for any reason (including Dissenting Shares losing their status as such) is less than the level required to pay the aggregate Offer Price or the aggregate Merger Consideration payable pursuant to the Merger Agreement, Parent will promptly provide, or will cause the Surviving Corporation to promptly provide, additional funds, in cash, to the Payment Fund for the benefit of such holders of Shares in the amount of any such losses or other amounts necessary to satisfy the obligations of Parent and the Surviving Corporation to make prompt payments of the amounts payable pursuant to the Merger Agreement (including in the Offer or the Merger).

Treatment and Payment of the Company Equity Awards

As soon as practicable following the execution of the Merger Agreement, the Company Board (or, if appropriate, any committee thereof administering the Company 2014 Equity Incentive Plan and the Company 2018 Equity Incentive Plan (together, the "Company Stock Plans")) will adopt such resolutions as may be required to effect the following:

- Each award of an option to purchase any Shares granted pursuant to the Company Stock Plans (each, a "Company Option") outstanding as of immediately prior to the effective time (a) that is vested as of immediately prior to the effective time or (b) held by any non-employee director of the Company will be cancelled and automatically converted into the right to receive an amount in cash equal to the product of (x) the aggregate number of Shares subject to such Company Option, multiplied by (y) the excess, if any, of the Offer Price over the applicable per share exercise price of such Company Option, subject to any required withholding of taxes, which will be payable promptly following the effective time and in no case later than the second regularly scheduled payroll following the effective time (the "Closing Payment Schedule"); provided, that any such Company Option with a per share exercise price equal to or greater than the Offer Price will be automatically cancelled for no consideration.
- Each Company Option outstanding and unvested as of immediately prior to the effective time held by any person other than an Executive Employee (as defined in the Merger Agreement) (such individuals that are not Executive Employees, "Non-Executive Holder") that would have had its first vesting date on March 1, 2023 or June 1, 2023 pursuant to its terms on the date of the Merger Agreement will be cancelled and automatically converted into the right to receive an amount in cash equal to the product of (a) the aggregate number of Shares with respect to which such Company Option would have vested prior to November 30, 2023 pursuant to its terms on the date of the Merger Agreement and (b) the excess, if any, of the Offer Price over the applicable per share exercise price of such Company Option, subject to any required withholding of taxes. The cash amount will be payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following March 1, 2023, subject to the applicable Non-Executive Holder's continuous employment or service through March 1, 2023; provided that in the event a Non-Executive Holder incurs a termination of employment or service without Cause (as defined in the applicable employee's employment agreement or if no such agreement exists, the Company Non-Executive Change in Control Severance Plan) prior to March 1, 2023, such individual will be entitled to the cash payment that would have been payable to the individual had such individual remain continuously employed or engaged through March 1, 2023, with such cash payment payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following March 1, 2023, subject to the execution of an effective release of claims in favor of Parent.

- The portion of each Company Option outstanding and unvested as of immediately prior to the effective time held by any Non-Executive Holder that would have vested after November 30, 2023 pursuant to its terms on the date of the Merger Agreement will be cancelled and automatically converted into the right to receive an amount in cash equal to the product of (a) the aggregate number of Shares with respect to which such Company Option would have vested after November 30, 2023 pursuant to its terms on the date of the Merger Agreement and (b) the excess, if any, of the Offer Price over the applicable per share exercise price of such Company Option, subject to any required withholding of taxes, payable on the Closing Payment Schedule. Such cash amount will be payable promptly following December 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following December 1, 2023, subject to the applicable Non-Executive Holder's continuous employment or service through December 1, 2023; provided that in the event a Non-Executive Holder incurs a termination of employment or service without Cause prior to December 1, 2023, such individual will be entitled to the cash payment that would have been payable to the individual had such individual remain continuously employed or engaged through December 1, 2023, with such cash payment payable promptly following December 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following December 1, 2023, subject to the execution of an effective release of claims in favor of Parent. Notwithstanding the foregoing, any Company Option held by a Non-Executive Holder with a per share exercise price equal to or greater than the Offer Price will be automatically cancelled for no consideration.
- Each Company Option outstanding and unvested as of immediately prior to the effective time held by any Executive Employee of the Company will be cancelled and automatically converted into: (a) the right to receive an amount in cash equal to the product of (i) the aggregate number of Shares with respect to which such Company Option would have vested prior to November 2023 pursuant to its terms on the date of the Merger Agreement and (ii) the excess, if any, of the Offer Price over the applicable per share exercise price of such Company Option, subject to any required withholding of taxes, which will be payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll following March 1, 2023, subject to the applicable Executive Employee's continuous employment through March 1, 2023; provided that in the event an Executive Employee incurs a termination of employment without Cause prior to March 1, 2023, such individual will be entitled to the cash payment that would have been payable to the individual had such individual remain continuously employed through March 1, 2023, with such cash payment payable promptly following March 1, 2023 and in no case later than the second regularly scheduled payroll of the Company following March 1, 2023, subject to the execution of an effective release of claims in favor of Parent; (b) a restricted stock unit award (each, an "Assumed RSU Award") with respect to a number of American depository shares of AstraZeneca PLC ("Parent Holdco") representing a beneficial interest in 0.5 Parent Holdco ordinary shares, par value $0.25 per share, of Parent Holdco (the "Parent Holdco ADSs") (rounded down to the nearest whole share) equal to (i) the product of (x) the aggregate number of Shares with respect to which such Company Option would have vested pursuant to its terms on the date of the Merger Agreement after October 2023 and prior to November 2025 pursuant to its terms in effect on the date of the Merger Agreement and (y) the excess if any, of the Offer Price over the applicable per share exercise price of such Company Option, divided by (ii) the arithmetic average of the volume-weighted averages of the trading prices of Parent Holdco ADSs on NASDAQ (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Parent and the Company in good faith) on each of the five consecutive trading days ending on (and including) the trading day that is two trading days prior to the effective time (the "Parent Holdco ADS Price"), vesting in two equal annual installments on November 1, 2023 and November 1, 2024, subject to the applicable Executive Employee's continuous employment through the applicable vesting date; provided that in the event an Executive Employee incurs a termination of employment without Cause prior to the applicable vesting date, such Assumed RSU Awards will immediately vest, subject to the execution of an effective release of claims in favor of Parent; and (c) an Assumed RSU Award with respect to a number of Parent Holdco ADSs (rounded down to the nearest whole share) equal to (i) the product of (x) the aggregate number of Shares with respect to which such Company Option would have vested after October 2025 pursuant to its terms in effect on the date the Merger Agreement and (y) the excess, if any, of the Offer Price over the applicable per share exercise price of such Company Option, divided by (ii) the Parent Holdco

ADS Price, vesting on November 1, 2025, subject to the applicable Executive Employee's continuous employment through the applicable vesting date; provided that in the event an Executive Employee incurs a termination of employment without Cause prior to the applicable vesting date, such Assumed RSU Awards will immediately vest, subject to the execution of an effective release of claims in favor of Parent. Parent will use reasonable best efforts to cause Parent Holdco to, at or prior to the effective time, register on an appropriate registration statement the Parent Holdco ADSs evidencing Parent Holdco ordinary shares in respect of the Assumed RSU Awards. Parent will use reasonable best efforts to cause Parent Holdco to take all corporate actions necessary to authorize the issuance of the Parent Holdco ADSs, and cause the Parent Holdco ADSs, when issued and delivered, to be duly authorized, validly issued, fully paid, and nonassessable, free and clear of any liens or encumbrances, and issued in compliance with applicable law. If such Parent Holdco ADSs are not able to be issued, or for any other reason Parent Holdco does not issue such Parent Holdco ADSs under any Assumed RSU Award in accordance with the Merger Agreement, then Parent will pay to the holder of each such Assumed RSU Award that vests (it being understood that the same vesting conditions applicable to the applicable Assumed RSU Award will apply for this purpose) a cash payment, on or promptly after the date that such Assumed RSU Award otherwise would have vested, with a value (per Parent Holdco ADS subject to the Assumed RSU Award) equal to the closing price of a Parent Holdco ADS on NASDAQ on the date of vesting. Notwithstanding the foregoing, any Company Option held by an Executive Employee with a per share exercise price equal to or greater than the Offer Price will be automatically cancelled for no consideration.

The Surviving Corporation will pay on the timing dates set forth above the cash amounts payable pursuant to the Merger Agreement, as applicable, net of any applicable withholding taxes, through payroll by the Surviving Corporation (subject to any required tax withholdings) to the applicable holders of such Company Options. If any payment owed to any holder of Company Options in accordance with the Merger Agreement cannot be made through the Surviving Corporation's payroll system or payroll provider, then the Surviving Corporation will issue a check for such payment to such holder promptly (and in any event no later than on the Closing Payment Schedule).

With respect to any amount payable in accordance with the Merger Agreement that constitutes nonqualified deferred compensation subject to Section 409A of the Code, to the extent that payment of such amount would otherwise cause the imposition of a tax or penalty under Section 409A of the Code, such payment will instead be made at the earliest time permitted under the Merger Agreement and the terms of the corresponding award that will not result in the imposition of such tax or penalty. The Company will take all actions necessary to ensure that from and after the effective time, neither Parent nor the Surviving Corporation will be required to deliver Shares, other capital stock of the Company or other compensation of any kind (other than amounts required to be paid pursuant to the Merger Agreement) to any person pursuant to or in settlement of any Company equity or equity-based awards under the Company Stock Plans or otherwise and the Company Stock Plans will thereupon terminate.

Appraisal Rights

Notwithstanding anything to the contrary in the Merger Agreement, Shares that are outstanding immediately prior to the effective time and held by Company stockholders that are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL (collectively, we refer to such shares as the "Dissenting Shares") will not be converted into the right to receive the Merger Consideration, but will, by virtue of the Merger, be entitled to only such consideration as will be determined pursuant to Section 262 of the DGCL; provided, that if any such holder will have failed to perfect or will have otherwise effectively waived, withdrawn or lost such holder's right to appraisal and payment under the DGCL or if a court of competent jurisdiction will determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, then such holder's Shares will be deemed to have been converted as of the effective time into the right to receive the Merger Consideration (less any amounts entitled to be deducted or withheld pursuant to the Merger Agreement), and such Shares will not be deemed to be Dissenting Shares.

The Company is required to give Parent (a) prompt written notice of any written demands received by the Company for appraisal of any Shares and (b) the right to direct and participate in all negotiations and proceedings with respect to such demands. The Company will not make any voluntary payment with respect to, or settle or offer to settle, any such demands, or agree to do any of the foregoing, in each case without the prior written consent of Parent.

Representations and Warranties; Material Adverse Effect

The Merger Agreement contains representations and warranties of the Company and of Parent and Purchaser.

Subject to certain exceptions in the Merger Agreement, in the Company Disclosure Letter and as disclosed in the Company's public filings with the SEC on or after January 1, 2019, the Merger Agreement contains representations and warranties of the Company as to, among other things:

- organization, general authority and good standing and qualification to do business;
- authorized share capital of the Company, issued and outstanding equity of the Company and other matters regarding capitalization;
- subsidiaries and equity interests;
- corporate authority to enter into the Merger Agreement, and recommendations and approvals relating to the execution, delivery and performance of the Merger Agreement;
- enforceability of the Merger Agreement;
- governmental authorizations;
- absence of conflicts and required consents;
- SEC documents, financial statements and absence of undisclosed liabilities
- confirmation with respect to information supplied for this Schedule TO and statements made in other documents required to be filed with the SEC or distributed to the Company's stockholders in connection with the Offer;
- absence of certain events or changes since December 31, 2021, including the absence of a Company Material Adverse Effect (as defined below);
- the Company's tax returns, filings and other tax matters;
- the Company's employee benefit plans, employee relations and related labor matters;
- title to real property and other assets;
- the Company's contracts and enforceability thereof;
- litigation against or involving the Company;
- compliance with applicable laws and permits;
- regulatory matters;
- compliance with environmental laws;
- the Company's intellectual property and compliance with data privacy laws;
- insurance;
- opinion of the Company's financial advisor;
- brokers' fees and expenses;
- absence of related party transactions;
- applicability of anti-takeover statutes, regulations and provisions;
- compliance with trade controls and anti-corruption laws; and

- absence of other representations or warranties and non-reliance.

Subject to certain exceptions in the Merger Agreement, the Merger Agreement also contains representations and warranties of Parent and Purchaser as to, among other things:

- organization, requisite power and authority to carry on its business and good standing and qualification to do business;
- corporate authority to enter into the Merger Agreement, and consents and approvals relating to the execution, delivery and performance of the Merger Agreement;
- enforceability of the Merger Agreement;
- governmental authorizations;
- absence of conflicts and required consents;
- capitalization and operations of Purchaser and absence of ownership of any Shares;
- funds necessary to consummate the Transactions;
- the solvency of the Surviving Corporation;
- litigation against Parent;
- absence of arrangements with the Company Board or management of the Company;
- broker's fees and expenses;
- information supplied for the Schedule 14D-9 and statements made in this Offer to Purchase and other documents required to be filed with the SEC or distributed to the Company's stockholders in connection with the Offer; and
- non-reliance on estimates, projections and forecasts of the Company.

Some of the representations and warranties in the Merger Agreement are qualified by materiality qualifications or a "Company Material Adverse Effect" qualification with respect to the Company or a "Parent Material Adverse Effect" (as defined below) with respect to Parent or Purchaser.

For purposes of the Merger Agreement, a "Company Material Adverse Effect" means any event, change, development, occurrence, result or effect (an "Effect") that, individually or in the aggregate with any one or more other Effects, has had or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and the subsidiaries of the Company, taken as a whole.

However, no Effect resulting or arising from the following, individually or in the aggregate with any one or more other Effects, will constitute or will be considered in determining whether there has occurred or would reasonably be expected to occur a Company Material Adverse Effect:

- changes in general economic, regulatory, political, business, financial or market conditions in the United States or elsewhere in the world;
- changes in the credit, debt, financial or capital markets or in interest or exchange rates, in each case, in the United States or elsewhere in the world;
- changes in conditions generally affecting the industry in which the Company and the subsidiaries of the Company operate;
- any outbreak of any military conflict, declared or undeclared war, armed hostilities, or acts of foreign or domestic terrorism (including cyber-terrorism);
- any epidemic, plague, pandemic or other outbreak of illness or public health event (including COVID-19), hurricane, flood, tornado, earthquake or other natural disaster or act of God (or any worsening of any of the foregoing), including, in each case, the response of governmental and non-governmental entities (including COVID-19 measures);
- any failure by the Company or any of the subsidiaries of the Company to meet any internal or external projections or forecasts, any change in the market price or trading volume of the Shares or

any change in the Company's credit rating (but excluding, in each case, the underlying causes of such failure or decline unless such underlying causes are otherwise included in the exceptions to the definition of Company Material Adverse Effect);

- the public announcement, pendency or performance of the Transactions or the identity of, or any facts or circumstances relating to Parent, Purchaser or their respective affiliates, including, in any such case, the impact thereof on relationships, contractual or otherwise, with customers, suppliers, vendors, lenders, investors, licensors, licensees, consultants or employees (other than, in each case, for purposes of any representation or warranty set forth in Section 4.4 or Section 4.5 of the Merger Agreement or any condition relating thereto);
- changes in, including any actions taken to comply with any change in, applicable laws or the interpretation thereof;
- changes in GAAP or any other applicable accounting standards or the interpretation thereof;
- any action required to be taken by the Company pursuant to the terms of the Merger Agreement (other than compliance by the Company and its subsidiaries with the obligations set forth in Section 6.1 of the Merger Agreement) or taken at the written direction of Parent or Purchaser;
- any stockholder litigation (or a derivative or similar claim) or other proceeding brought in connection with the Merger Agreement or any of the Transactions, including breach of fiduciary duty or inadequate disclosure claims; or
- the results of research and development, clinical trials or other drug development activities conducted by or on behalf of the Company or its subsidiaries in respect of any of product candidates of the Company or its subsidiaries.

However, with respect to any Effect referred to in the first, second, third, fourth, fifth, eighth or ninth bullet points above, such exceptions may constitute, and be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur if and only to the extent that such change or event, individually or in the aggregate, has a disproportionate adverse impact on the Company and its subsidiaries, taken as a whole, as compared to any other companies or businesses that operate in the industry in which the Company and the subsidiaries of the Company operate.

For the purpose of the Merger Agreement, a "Parent Material Adverse Effect" means any Effect that, individually or in the aggregate with one or more other Effects, would prevent, materially impair or materially delay beyond the End Date the consummation by Parent or Purchaser of any of the Transactions.

Conduct of Business Pending the Merger

The Merger Agreement provides that, from the date of the Merger Agreement until the earlier of the effective time and the termination of the Merger Agreement in accordance with its terms, during such period, and except (a) as required by the Merger Agreement, (b) as may be required by applicable law (including any COVID-19 measures) or pursuant to the terms of any Company Benefit Plan (as defined in the Merger Agreement) as of the date of the Merger Agreement, (c) as set forth in the Company Disclosure Letter or (d) with the prior written consent of Parent (which consent will not be unreasonably withheld, conditioned or delayed), the Company will, and will cause each of its subsidiaries to, use its reasonable best efforts to conduct its business and the business of the subsidiaries of the Company in the ordinary course in all material respects, and, to the extent consistent therewith, use reasonable best efforts to: (i) preserve intact its business organizations, goodwill, assets, properties and contracts and maintain and preserve its rights, franchises and keep available existing relations with customers, suppliers, licensors, licensees, manufacturers, distributors, officers, employees, business associates and other persons having business dealings with it; and (ii) maintain and enforce in all material respects the material owned intellectual property that the Company has the right to prosecute and enforce consistent with past practice and subject to the Company's reasonable business judgement; provided that (x) no action by the Company or any of the subsidiaries of the Company to the extent expressly permitted by an exception to the bullets listed below will be deemed a breach of the foregoing and (y) the Company's or its subsidiaries' failure to take any action prohibited by the

bullets listed below will not be deemed a breach of the foregoing. Without limiting the foregoing, and subject to clauses (a) through (d) above, the Company will not and will cause each subsidiary of the Company not to.

- issue, sell or otherwise permit to become outstanding, or authorize the creation of, any additional equity or any additional rights other than the issuance of Shares in respect of the vesting or exercise of Company Options or Company Warrants (as defined in the Merger Agreement) outstanding as of the date of the Merger Agreement in accordance with their terms in effect as of the date of the Merger Agreement;
- (a) split, combine or reclassify any of its equity interests or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for its equity interests, or (b) repurchase, redeem or otherwise acquire, or permit any subsidiary of the Company to purchase, redeem or otherwise acquire, any membership, partnership or other equity interests or rights, except as required by the terms of the Company Stock Plans and any related award agreements outstanding and in effect as of the date of the Merger Agreement in accordance with their terms as in effect on the date of the Merger Agreement, or to satisfy any tax withholding obligations of the holder thereof or as required by the terms of its securities outstanding on the date of the Merger Agreement or by any Company Benefit Plan;
- (a) sell, lease, sublease, license, sublicense, waive, relinquish, transfer, pledge, abandon, assign, swap, mortgage or otherwise dispose of or subject to any lien all or any material portion of its assets, businesses or properties other than (i) any sales, leases, or dispositions of assets (other than material intellectual property) in the ordinary course of business, (ii) any distributions expressly permitted under the following bullet, (iii) any non-exclusive licenses or sublicenses of, or other similar agreements with respect to, intellectual property granted in the ordinary course of business, (iv) any disclosure of trade secrets pursuant to confidentiality agreements in the ordinary course of business, (v) any abandonments or lapses of immaterial intellectual property in the reasonable business judgement of the Company or any of its subsidiaries or (vi) expiration of any contracts by their terms; (b) acquire (by merger or otherwise) or lease any assets or all or any portion of (or interests in) the business or property of any other entity; provided that this clause (b) will not restrict purchases of products or supplies by the Company and its subsidiaries in the ordinary course of business; (c) merge, consolidate or enter into any other business combination transaction with any person (other than as permitted by the foregoing clause (b)); or (d) convert from a limited partnership, limited liability company or corporation, as the case may be, to any other business entity;
- make or declare dividends or distributions (whether in cash, assets, stock, other securities or otherwise) to (a) the holders of the Shares or any subsidiary of the Company or (b) any other equityholders or rights holders of the Company or equityholders of any subsidiary of the Company (other than any dividend or distribution from a wholly owned subsidiary to the Company or to any other wholly owned subsidiary);
- amend the Company's or any of its subsidiary's organizational documents as in effect on the date of the Merger Agreement;
- enter into any contract falling within certain categories set forth in the Merger Agreement (each, a "Company Specified Contract") that is outside the ordinary course of business;
- modify, amend, terminate or assign, or waive or assign any rights under, any Company Specified Contract in any material manner;
- waive, release, assign, settle or compromise any material proceeding or settle or compromise any proceeding if such settlement or compromise (a) involves a material conduct remedy or material injunctive or similar relief, (b) involves an admission of criminal wrongdoing by the Company or any of the subsidiaries of the Company, (c) has in any material respect a restrictive impact on the business of the Company or any of the subsidiaries of the Company or (d) involving the payment of more than $500,000;
- implement or adopt any change in its GAAP accounting principles, practices or methods, other than as may be required by GAAP;

- (a) commence any clinical trial of which Parent has not been informed prior to the date of the Merger Agreement, (b) unless mandated by FDA or any comparable governmental entity, discontinue, terminate or suspend any ongoing clinical trial or (c) except as required by applicable law, discontinue, terminate or suspend any ongoing IND-enabling preclinical study, in each case with respect to clauses (a) through (c), without first consulting with Parent in good faith;
- sell, license, abandon or otherwise dispose of any material owned intellectual property (other than the licensing or abandonment of owned intellectual property in the ordinary course of business);
- disclose to any person any material trade secret included in the owned intellectual property or licensed intellectual property other than pursuant to a non-disclosure agreement or other contract restricting the disclosure and use of such trade secret (except for any such disclosures made as a result of publication of a patent application filed by the Company or in connection with any required regulatory filing);
- (a) make, change, revoke, rescind, or otherwise modify any material election relating to taxes, (b) settle or compromise any material proceeding, audit or controversy relating to taxes, (c) amend any material tax return or file any tax return that was prepared in a manner inconsistent with past practice, (d) enter into any closing agreement with respect to any material tax, (e) surrender any right to claim a material tax refund, (f) adopt, change, or otherwise modify any material tax accounting period or any tax accounting method, (g) request any extension or waiver of the limitation period applicable to any material tax claim or assessment; or (h) fail to pay any income or other material tax (including any estimated tax) that becomes due and payable;
- except as required by applicable law, expressly required or permitted by the Merger Agreement or required by the terms of any Company Benefit Plan, (a) grant or commit to grant to any current or former director, officer, employee, contractor, consultant or service provider any increase in cash compensation, bonus or fringe or other benefits, other than with respect to employees below the level of vice president in the ordinary course of business in connection with the Company's or any of its subsidiaries' annual merit-based compensation review process, provided, that no such increase will exceed 3% of an individual's annual cash compensation, (b) establish, adopt, enter into, terminate or amend, or take any action to accelerate the vesting or payment of any compensation or benefits under, any Company Benefit Plan, except for amendments to Company Benefit Plans that are health plans made in the ordinary course of business that do not materially increase the expense of maintaining such plan, (c) grant or amend any equity or equity-based awards except amendments required by existing Company Stock Plans, (d) enter into any employment, consulting, change in control, retention or severance agreement with, or grant or provide any severance, change in control, or retention payments or benefits to, any current or former director, officer, employee, contractor, consultant or service provider, (e) hire any officer, employee, contractor or consultant, other than individuals below the level of vice president, to replace employees who have departed, or terminate the employment or services of any officer, employee, contractor or service provider or (f) take any action to accelerate the vesting or payment date of any Company equity awards or accelerate the vesting or payment of any compensation or benefits, or the funding of any compensation or benefits, payable, provided or to become payable or provided under a Company Benefit Plan or otherwise;
- (a) incur, assume, guarantee or otherwise become liable for any indebtedness (directly, contingently or otherwise), other than borrowings under that certain Loan and Security Agreement, dated July 2, 2019, among Oxford Finance LLC, as collateral agent, the lenders party thereto, the Company and LogicBio Australia Pty Limited, as amended, modified, supplemented, restated or amended and restated through the date of the Merger Agreement (the "Existing Credit Agreement") in the ordinary course of business, (b) redeem, repurchase, cancel or otherwise acquire any indebtedness (directly, contingently or otherwise), (c) other than with respect to the loan and security agreement of the Company, create any material lien that is not a permitted lien on its property or the property of subsidiary of the Company in connection with any pre-existing indebtedness, new indebtedness or lease or (d) make or commit to make any capital expenditures except in the ordinary course of business;
- enter into any transaction or contracts with any affiliate or other person that would be required to be disclosed by the Company under Item 404 of Regulation S-K of the SEC;

- authorize, recommend, propose or announce an intention to adopt a plan of complete or partial dissolution or liquidation;
- make any loans, advances or capital contributions to, or investments in, any person (other than the Company or any wholly owned subsidiary or in connection with indemnification and advancement rights of the Company's directors and officers) other than in the ordinary course of business;
- unless required by law, recognize or certify any labor union, labor organization, works council, or group of employees as the bargaining representative for any employees of the Company or its subsidiaries;
- implement or announce any employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other such actions that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar laws;
- waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement, or other restrictive covenant obligation of any current or former employee or independent contractor other than in the ordinary course of business; or
- agree or commit to do anything prohibited by the foregoing bullets.

Nothing contained in the Merger Agreement will give to Parent or Purchaser, directly or indirectly, rights to control or direct the operations of the Company prior to the effective time. Prior to the effective time, each of Parent and the Company will exercise, consistent with the terms and conditions hereof, complete control and supervision of its operations.

Other Covenants and Agreements

No Solicitation; Takeover Proposal

Except as permitted by the Merger Agreement, the Company will, and will cause its controlled affiliates to, and will use its reasonable best efforts to cause its representatives (including directing them) to, cease any direct or indirect solicitation, encouragement, discussions or negotiations with any persons that may be ongoing with respect to any Company Acquisition Proposal (as defined below), and the Company will not and will cause its representatives not to (a) continue any direct or indirect solicitation, knowing encouragement, knowing facilitation (including by way of providing non-public information), discussions or negotiations with any persons that may be ongoing with respect to any Company Acquisition Proposal and (b) directly or indirectly, (i) solicit, initiate or knowingly facilitate or knowingly encourage (including by way of furnishing non-public information) any inquiries regarding, or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, a Company Acquisition Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other person any non-public information in connection with or for the purpose of encouraging or facilitating, a Company Acquisition Proposal or any proposal or offer that would reasonably be expected to lead to a Company Acquisition Proposal, (iii) enter into any letter of intent, acquisition contract, contract in principle or other contract with respect to a Company Acquisition Proposal or any proposal or offer that would reasonably be expected to lead to a Company Acquisition Proposal (other than a customary confidentiality agreement that contains provisions (other than standstill provisions) that are no less favorable in the aggregate than those contained in the confidentiality agreements between the Company and Parent and that does not prohibit the Company from providing any information to Parent in accordance with, or otherwise prohibit the Company from complying with, its obligations under the terms of the Merger Agreement (a "Company Acceptable Confidentiality Agreement")) (a "Company Alternative Acquisition Agreement") or (iv) waive, terminate, modify or fail to enforce any provision of any "standstill" or similar obligation of any person (other than Parent) with respect to the Company (unless the Company Board concludes in good faith, after consultation with its outside legal advisors, that the failure to do so would be inconsistent with its fiduciary duties under applicable laws). As soon as reasonably practicable after the date of the Merger Agreement, the Company will deliver a written notice to each person that entered into a confidentiality agreement for the purposes of evaluating a possible Company Acquisition Proposal that remains in effect notifying such person that the Company is ending all discussion and negotiations with such person and requesting the prompt return or destruction of all confidential information previously furnished to any person.

On the date of the Merger Agreement, the Company will terminate access by any third person (other than Parent and its representatives) who has made or would reasonably be expected to make a Company Acquisition Proposal, including any counterparty to a confidentiality agreement referred to in the previous sentence to any data room (virtual or actual) containing any confidential information of the Company or any of the subsidiaries of the Company.

Under the Merger Agreement, "Company Acquisition Proposal" means any inquiry, proposal or offer from, or indication of interest in making a proposal or offer by, any person (other than Parent and its affiliates) or "group", within the meaning of Section 13(d) of the Exchange Act, whether written or oral, contemplating or otherwise relating to, in a single transaction or series of related transactions, any (a) acquisition, disposition, sale, lease, exchange, transfer or license of the assets or the businesses of the Company or its subsidiaries equal to 20% or more of the Company's consolidated assets or to which 20% or more of the Company's consolidated net revenues or net earnings are attributable, (b) issuance or acquisition of 20% or more of the outstanding capital stock of the Company or its subsidiaries, (c) recapitalization, tender offer or exchange offer that if consummated would result in any person or group beneficially owning 20% or more of the outstanding capital stock of the Company or (d) merger, consolidation, amalgamation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company or its subsidiaries that if consummated would result in any person or group beneficially owning 20% or more of the outstanding capital stock of the Company, in each case other than the Transactions.

Receipt of Company Acquisition Proposal

If, at any time on or after the date of the Merger Agreement and prior to the Offer Acceptance Time, the Company or any of its representatives receives a *bona fide* written Company Acquisition Proposal from any person or group of persons, which Company Acquisition Proposal has not been withdrawn and did not proximately result from a breach of the Company's non-solicitation obligations under the terms of the Merger Agreement, (a) the Company and its representatives may contact such person or group of persons solely to clarify the terms and conditions thereof and inform such person or group of persons of the terms of the Company's non-solicitation obligation and (b) if the Company Board determines in good faith, after consultation with financial advisors and outside legal counsel, that such Company Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Offer (as defined below), then the Company and its representatives may (i) negotiate and enter into a Company Acceptable Confidentiality Agreement with the person or persons making such Company Acquisition Proposal and furnish, pursuant to any such Company Acceptable Confidentiality Agreement, information (including non-public information) with respect to the Company to the person or group of persons who has made such Company Acquisition Proposal and their potential sources of financing and their respective representatives; provided, that the Company will substantially concurrently provide to Parent any non-public information concerning the Company that is provided to any such person given such access which was not previously provided to Parent or its representatives and (ii) engage in or otherwise participate in discussions or negotiations with the person or group of persons making such Company Acquisition Proposal and their potential sources of financing and their respective representatives; provided, that the Company may only take the actions described in clauses (i) and (ii) above if the Company Board determines, in good faith, after consultation with financial advisors and outside legal counsel, that the failure to take any such action would be inconsistent with its fiduciary duties under applicable laws.

Under the Merger Agreement, "Superior Offer" means a *bona fide* written Company Acquisition Proposal after the date of the Merger Agreement that the Company Board determines, in its good faith judgment, after consultation with its outside legal counsel and its financial advisor(s), is reasonably likely to be consummated in accordance with its terms and, taking into account all legal, regulatory and financing aspects (including certainty of closing) of the proposal and the person making the proposal and other aspects of the Company Acquisition Proposal that the Company Board deems relevant (including any revisions to the terms and conditions of the Merger Agreement proposed by Parent in response to such proposal in accordance with the Merger Agreement), if consummated, would be more favorable to the Company's stockholders (solely in their capacity as such) from a financial point of view than the Transactions; provided, that for purposes of the definition of "Superior Offer", the references to "20% or more" in the definition of Company Acquisition Proposal will be deemed to be references to "more than 50%."

Notice of Company Acquisition Proposal

The Company will (a) promptly (and in any event within thirty-six (36) hours) notify Parent if any inquiries, proposals or offers with respect to a Company Acquisition Proposal (or that would reasonably be expected to lead to a Company Acquisition Proposal) are received by the Company or any of its representatives, including the identity of the person or group of persons making such Company Acquisition Proposal, (b) provide to Parent a summary of the material terms and conditions of any such Company Acquisition Proposal (and any amendments thereto) and provide copies of any written materials setting forth such Company Acquisition Proposal (and any amendments thereto), (c) keep Parent reasonably informed of any material developments, discussions or negotiations regarding any Company Acquisition Proposal (and any amendments thereto) on a prompt basis and (d) upon the request of Parent, reasonably inform Parent of the status of such Company Acquisition Proposal (and any amendments thereto).

Company Board Recommendation; Company Adverse Recommendation Change; Fiduciary Exception

The Company has represented in the Merger Agreement that the Company Board, at a meeting thereof duly called and held, duly adopted by unanimous vote resolutions (which, subject to the terms of the Merger Agreement, have not been rescinded, modified or withdrawn in any way) (a) determining that the Merger Agreement and the Transactions, including the Offer and the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (b) approving the Merger Agreement and the Transactions, including the Offer and the Merger, and declaring the Merger Agreement and the Transactions, including the Offer and the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders, (c) agreeing that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL and (d) resolving to recommend that the holders of Shares accept the Offer and tender their Shares to Purchaser pursuant to the Offer (such recommendation described in clause (d), the "Company Board Recommendation").

Except as otherwise provided in the Merger Agreement, neither the Company Board nor any committee thereof will (a) (i) fail to make, withdraw (or modify or qualify in a manner adverse to Parent or Purchaser), or publicly propose to fail to make, withdraw (or modify or qualify in a manner adverse to Parent or Purchaser), the Company Board Recommendation, (ii) approve, recommend or declare advisable, or publicly propose to approve, recommend, endorse or declare advisable, any Company Acquisition Proposal or (iii) resolve, agree or publicly propose to take any such actions, (b) fail to include the Company Board Recommendation in the Schedule 14D-9 when disseminated to the Company's stockholders, (c) publicly make any recommendation in connection with a tender offer or exchange offer (other than the Offer) other than a recommendation against such offer within ten business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of such offer or (d) approve, recommend or declare advisable, or propose to approve, recommend or declare advisable, or allow the Company to execute or enter into any Company Alternative Acquisition Agreement requiring, or reasonably expected to cause, the Company to abandon, terminate, delay or fail to consummate, or that would otherwise materially impede, interfere with or be inconsistent with, the Transactions (any action described in clause (a) through (d) being referred to as a "Company Adverse Change Recommendation").

At any time prior to the Offer Acceptance Time, and subject to compliance with the non-solicitation provisions under the Merger Agreement, if the Company has received a written *bona fide* Company Acquisition Proposal (which Company Acquisition Proposal did not proximately result from a breach of the non-solicitation provisions of the Merger Agreement) from any person, and such Company Acquisition Proposal has not been withdrawn, (a) the Company Board may make a Company Adverse Change Recommendation or (b) the Company may terminate the Merger Agreement pursuant to the terms of the Merger Agreement to enter into a binding written definitive acquisition agreement with respect to such Superior Offer and to concurrently pay the termination fee set forth in the Merger Agreement, in each case, if and only if: (i) the Company Board determines in good faith, after consultation with the Company's outside legal counsel and financial advisors, that such Company Acquisition Proposal is a Superior Offer and that the failure to take such actions would be inconsistent with the fiduciary duties of the Company Board to the Company's stockholders under applicable laws; (ii) the Company will have given Parent prior written notice of its intention to consider making a Company Adverse Change Recommendation or terminate the Merger Agreement at least five business days prior to making any such Company Adverse

Change Recommendation or termination (a "Determination Notice") (which notice will not constitute a Company Adverse Change Recommendation); and (c) (i) the Company will have provided to Parent a summary of the material terms and conditions of the Company Acquisition Proposal in accordance with the terms of the Merger Agreement and provided to Parent the latest draft of any documentation being negotiated in connection with the applicable Company Acquisition Proposal, (ii) the Company will have given Parent the five business day period after the Determination Notice to propose revisions to the terms of the Merger Agreement or make another proposal and will have made its representatives reasonably available to negotiate in good faith with Parent (to the extent Parent desires to negotiate) with respect to such proposed revisions or other proposal, if any, and (iii) after considering the results of any such negotiations and giving effect to any firm commitments made in writing by Parent, after consultation with outside legal counsel and financial advisors, the Company Board will have determined, in good faith, that such Company Acquisition Proposal is a Superior Offer and that the failure to take such actions would be inconsistent with the fiduciary duties of the Company Board to the Company's stockholders under applicable laws. These provisions also apply to any material amendment to any Company Acquisition Proposal, which will require a new Determination Notice, except that the references to five business days will be deemed to be three business days, during which time the Company and its representatives will again comply with clause (c) above.

Change in Circumstance

Other than in connection with a Company Acquisition Proposal, the Company Board may make a Company Adverse Change Recommendation in response to a Change in Circumstance (as defined below), if and only if: (a) the Company Board determines in good faith, after consultation with the Company's outside legal counsel and financial advisors, that the failure to do so would be inconsistent with the fiduciary duties of the Company Board to the Company's stockholders under applicable laws; (b) the Company will have given Parent a Determination Notice at least five business days prior to making any such Company Adverse Change Recommendation; and (c) (i) the Company will have specified the Change in Circumstance in reasonable detail including a summary of the material facts and circumstances involved in such Change in Circumstance, (ii) the Company will have given Parent the five business day period after the Determination Notice to propose revisions to the terms of the Merger Agreement or make another proposal, and will have made its representatives reasonably available to negotiate in good faith with Parent (to the extent Parent desires to do so) with respect to such proposed revisions or other proposal, if any, and (iii) after considering the results of any such negotiations and giving effect to any firm commitments made in writing by Parent, after consultation with outside legal counsel and financial advisors, the Company Board will have determined, in good faith, that the failure to make the Company Adverse Change Recommendation in response to such Change in Circumstance would be inconsistent with the fiduciary duties of the Company Board to the Company's stockholders under applicable laws. The provisions described above will also apply to any material change to the facts and circumstances relating to such Change in Circumstance, which will require a new Determination Notice, except that the references to five business days will be deemed to be three business days, during which time the Company and its representatives will again comply with clause (c) above.

Under the Merger Agreement, a "Change in Circumstance" means any material event, development or change in circumstances with respect to the Company (other than any event, development or change in circumstances resulting from a breach of the Merger Agreement by the Company) that (a) was not known to the Company Board, nor reasonably foreseeable by the Company Board, as of or prior to the date of the Merger Agreement and (b) does not relate to (i) the receipt, existence or terms of any Company Acquisition Proposal or matters relating thereto or consequences thereof, (ii) clearance of the Merger or the expiration or termination of any waiting period under the antitrust laws, (iii) any changes in the market price or in the trading volume of Shares, in and of itself (however, the underlying reasons for such changes may constitute a Change in Circumstance), (iv) changes in economic, regulatory, political, business, financial or market conditions in the United States or elsewhere in the world, (v) changes in the credit, debt, financial or capital markets or in interest or exchange rates, in each case, in the United States or elsewhere in the world, (vi) changes in conditions affecting the industry in which the Company and its subsidiaries operate, (vii) any changes in credit rating or the fact that, in and of itself, the Company meets or exceeds (or fails to meet or exceed) any internal or published forecasts, projections, estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period, in and of itself (however, the underlying reasons for such events may constitute a Change in Circumstance), (viii) the taking of any

action required or expressly contemplated by the Merger Agreement or (ix) any event, development, condition or circumstance with respect to Parent or its affiliates.

Indemnification and Insurance

Without limiting any additional rights that any director, officer, trustee, employee, agent or fiduciary may have under any employment or indemnification agreement or under the Company's organizational documents, or, if applicable, the organizational documents of any subsidiary of the Company, for a period of six years after the effective time, Parent will cause the Surviving Corporation to: (a) indemnify and hold harmless each person who was as of the date of the Merger Agreement, or has been or becomes at any time prior to the effective time, an officer or director of the Company or any of the Company's subsidiaries and also with respect to any such person, by reason of the fact such person is or was a director, officer, employee, member, trustee or fiduciary of another corporation, foundation, partnership, joint venture, trust, pension or other Company benefit plan or enterprise (regardless of whether such other entity or enterprise is affiliated with the Company) serving at the request of or on behalf of the Company or any of the Company's subsidiaries and together with such person's heirs, executors or administrators (collectively, the "Indemnified Parties") to the fullest extent authorized or permitted by, and subject to the conditions and procedures set forth in, applicable law in connection with any proceeding and any losses, claims, damages, liabilities, costs, indemnification expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of any thereof) resulting therefrom; and (b) promptly pay on behalf of or, within ten days after any request for advancement, advance to each of the Indemnified Parties, any indemnification expenses incurred in defending, serving as a witness with respect to or otherwise participating with respect to any proceeding in advance of the final disposition of such proceeding, including payment on behalf of or advancement to the Indemnified Party of any indemnification expenses incurred by such Indemnified Party in connection with enforcing any rights with respect to such indemnification or advancement, in each case without the requirement of any bond or other security; provided, however, that, to the extent required by applicable law, the payment of any indemnification expenses incurred by an Indemnified Party in advance of the final disposition of a proceeding will be made only upon delivery to the Surviving Corporation of an undertaking by or on behalf of such Indemnified Party to repay all amounts so paid in advance if it will ultimately be determined that such Indemnified Party is not entitled to be indemnified. The indemnification and advancement obligations of the Surviving Corporation pursuant to the Merger Agreement extend to acts or omissions occurring at or before the effective time and any proceeding relating thereto (including with respect to any acts or omissions occurring in connection with the approval of the Merger Agreement and the consummation of the Transactions, including the consideration and approval thereof and the process undertaken in connection therewith and any proceeding relating thereto), and all rights to indemnification and advancement conferred hereunder continue as to any Indemnified Party who has ceased to be a director or officer of the Company or any of the Company's subsidiaries after the date of the Merger Agreement and inure to the benefit of such person's heirs, executors and personal and legal representatives. Any Indemnified Party wishing to claim indemnification or advancement of expenses under the Merger Agreement, upon learning of any such proceeding, is required to notify the Surviving Corporation in writing (but the failure so to notify will not relieve a party from any obligations that it may have under the Merger Agreement, except to the extent such failure materially prejudices such party's position with respect to such claims). Neither Parent nor the Surviving Corporation will settle, compromise or consent to the entry of any judgment in any actual or threatened proceeding in respect of which indemnification has been sought by such Indemnified Party hereunder unless such settlement, compromise or judgment includes an unconditional release of such Indemnified Party from all liability arising out of such proceeding without admission or finding of wrongdoing, or such Indemnified Party otherwise consents thereto. Without limiting the foregoing, Parent and Purchaser have agreed in the Merger Agreement that all rights to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the effective time existing as of the date of the Merger Agreement in favor of the Indemnified Parties as provided in the Company's organizational documents or the organization documents of any of the Company's subsidiaries will be assumed by the Surviving Corporation in the Merger, without further action, at the effective time and will survive the acceptance of Shares for payment pursuant to the Offer and the consummation of the Merger and continue in full force and effect in accordance with their terms.

Except to the extent required by applicable law, and then only to the minimum extent required by law, the Surviving Corporation's organizational documents and the organizational documents of each of the Company's subsidiaries will contain provisions no less favorable in any material respect with respect to indemnification, advancement of expenses, exculpation and limitations on liability of directors and officers than are set forth in the Company's organizational documents and the organizational documents of such subsidiary of the Company as in effect on the date of the Merger Agreement, which provisions will not be amended, repealed or otherwise modified for a period of six years from the Offer Acceptance Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Offer Acceptance Time, were Indemnified Parties, unless such modification is required by law, and then only to the minimum extent required by law; provided, however, that any such modification will be prospective only and will not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to modification; provided, further, that all rights to indemnification in respect of any proceeding made within such period continue until the disposition of such proceeding; provided, further, that subject to the applicable provisions of the Merger Agreement, nothing in the foregoing will prohibit Parent or any subsidiary of Parent from consolidating or merging the Surviving Corporation or any of the Company's subsidiaries with any other person or discontinuing or winding up the Surviving Corporation or any subsidiary of the Company.

The Company will, on or prior to the effective time, purchase a six-year "tail" policy with respect to acts or omissions occurring or alleged to have occurred prior to the effective time that were committed or alleged to have been committed by such Indemnified Parties in coverage and amount no greater than the policies currently in place so long as the total premiums paid would not exceed 350% of the last annual premiums paid for the Company's directors' and officers' liability and fiduciary liability insurance policies; provided that if the aggregate cost would exceed that limit, the Company will purchase as much coverage as reasonably practicable up to such limit.

If Parent, the Surviving Corporation or any of their respective successors or assigns (a) consolidates with or merges with or into any other person and will not be the continuing or surviving corporation, partnership or other entity of such consolidation or merger, or (b) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, proper provision will be made so that the respective successors and assigns of Parent or the Surviving Corporation assume the obligations set forth in the Merger Agreement.

Efforts to Complete the Merger; Regulatory Approvals

The Merger Agreement provides that each of the Company, on the one hand, and each of Parent and Purchaser, on the other hand, will cooperate with the other party and use (and will cause their respective subsidiaries to use) its commercially reasonable efforts to:

- take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable to cause the conditions to the consummation of the Merger to be satisfied as promptly as reasonably practicable and to consummate and make effective, as promptly as practicable, the Transactions;
- obtain promptly all consents, clearances, expirations or terminations of waiting periods, registrations, authorizations and other confirmations from any governmental entity or third party necessary, proper or advisable to consummate the Transactions; and
- at Parent's discretion, defend any proceedings, whether judicial or administrative, challenging the Merger Agreement or the consummation of the Transactions, including seeking to have any stay or temporary restraining order entered by any court or other governmental entity vacated or reversed.

Parent will, on behalf of the parties, control and lead all communications and strategy relating to the antitrust laws and litigation matters relating to the antitrust laws, subject to good faith consultations with the Company and the inclusion of the Company at meetings with governmental entities with respect to any discussion related to the Transactions under the antitrust laws;

At Parent's discretion, if any proceeding, is instituted (or threatened to be instituted) challenging the Transactions as violative of any antitrust law, each of Parent and the Company will cooperate and use

commercially reasonable efforts to contest, defend, appeal and resist any such proceedings, whether judicial or administrative, challenging the Merger Agreement or the consummation of the Transactions, and to have vacated, lifted, reversed or overturned any judgment, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, restricts or delays consummation of the Transactions. The parties will not be required to take any action with respect to any order or any applicable law or in order to obtain any approval or resolve any objection or impediment under any antitrust law which is not conditioned upon the consummation of the Transactions.

The terms of the Merger Agreement do not require Parent, Purchaser or any of their respective subsidiaries to, and the Company will not without the prior written consent of Parent, propose, negotiate, effect or agree to, or execute any settlements, undertakings, consent decrees, stipulations or other agreements with any governmental entity or with any other person obligating Parent, any of its subsidiaries, the Company or its subsidiaries to:

- sell, divest, license, otherwise convey, hold separate or otherwise limit or restrict the ability of Parent, Purchaser or any of their respective subsidiaries with regard to any asset or business of Parent, Purchaser, Company or any of their respective subsidiaries;
- implement any limitations or restrictions on the ability of Parent, Purchaser or any of their respective subsidiaries to hold and exercise full rights of ownership of any equity interests in the Surviving Corporation, including the right to vote such equity interests, or to effectively control the business or operations of the Company; or
- take any other action, in the case of each of the foregoing bullets, to the extent such action or condition would (a) materially impair the anticipated benefits of the Transactions to Parent and its subsidiaries, (b) have a material adverse effect on any product currently marketed or under development by Parent or (c) be on terms and conditions that are unreasonably burdensome to Parent (each such action or condition, a "Burdensome Condition").

Nothing in the Merger Agreement requires Parent, Purchaser or any of their respective subsidiaries to litigate or otherwise formally oppose any determination (whether judicial or administrative in nature) by a governmental entity seeking to impose a Burdensome Condition.

Third Party Approvals

Subject to the terms and conditions of the Merger Agreement, Parent and the Company and their respective subsidiaries will cooperate and use their respective reasonable best efforts to prepare all documentation, to effect all filings, to obtain all permits, consents, approvals and authorizations of all governmental entities and third parties necessary to consummate the Transactions and to comply with the terms and conditions of such permits (including environmental permits), consents, approvals and authorizations and to cause the Transactions to be consummated as expeditiously as practicable; provided, however, that, subject to such statements set forth in the Company Disclosure Letter, the Company will not be required under to compensate any third party, make any accommodation or commitment or incur any liability or obligation to any third party to obtain any such consent or approval, unless Parent or its affiliates agree to compensate any such third party on the Company's behalf or to promptly reimburse the Company for any payments made or liabilities to any such third party, in each case, in connection with obtaining such consents or approvals, and the Company will not compensate or agree to compensate any such third party, make any accommodation or commitment or incur any liability or obligation to any such third party in connection with obtaining such consents or approvals without the prior written consent of Parent to be given or withheld in Parent's sole discretion. Each of Parent and the Company has the right to review in advance, and, to the extent practicable, each will consult with the other, in each case subject to applicable laws relating to the exchange of information, with respect to, all material written information submitted to any third party or any governmental entities in connection with the Transactions. In exercising the foregoing right, each of the parties to the Merger Agreement has agreed to act reasonably and promptly. Each party to the Merger Agreement has agreed that it will consult with the other party thereto with respect to the obtaining of all material permits, consents, approvals and authorizations of all third parties and governmental entities necessary or advisable to consummate the Transactions, and each party thereto will keep the other party thereto apprised of the status of material matters relating to completion of the Transactions. The foregoing does not apply in the case of approval under antitrust laws.

Employee Matters

For a period of one year after the effective time (the "Continuation Period"), Parent will, and will cause the Surviving Corporation to, provide to each employee of the Company and its subsidiaries who is an employee of the Company or its subsidiaries immediately prior to the effective time (including, without limitation, any such employees who are on disability or other approved leave) (the "Continuing Employee"), for so long as the Continuing Employee is employed by the Surviving Corporation during the Continuation Period, (a) base cash compensation that is no less favorable than as in effect immediately prior to the effective time, (b) short-term bonus and short-term incentive opportunities (excluding any equity or equity-based compensation) that are no less favorable in the aggregate than those in effect immediately prior to the effective time and (c) other employee benefits (other than defined benefit pension, retiree welfare, nonqualified deferred compensation, change in control, retention, equity and equity-based compensation and severance benefits) to Continuing Employees that are substantially comparable in the aggregate to either those provided to the Continuing Employees as of the date of the Merger Agreement or those provided to similarly situated employees of Parent or any of its affiliates.

As soon as practicable following the effective time, Parent will, and will cause the Surviving Corporation to, provide to each Continuing Employee who, immediately prior to the effective time, is eligible to participate in an annual bonus program of the Company or any of its subsidiaries, a pro-rated portion of the annual bonus with respect to the portion of the year of the effective time that occurs prior to the effective time, at target performance levels.

Parent and the Company acknowledge that the consummation of the Transactions constitutes a "change in control", "change of control" or other term of similar import for purposes of any Company Benefit Plan that contains a definition of "change in control", "change of control" or other term of similar import, as applicable.

Parent will take commercially reasonable actions necessary or appropriate to permit each Continuing Employee to either continue to participate from and after the effective time for the Continuation Period in the Company Benefit Plans (excluding any equity or equity-based arrangements or any long-term incentive arrangements) in which such Continuing Employee participated immediately prior to the effective time, or be eligible to participate from and after the effective time in Benefit Plans (as defined in the Merger Agreement) of Parent or any of its affiliates. To the extent Parent causes a Continuing Employee to cease to be eligible to participate in a Company Benefit Plan and instead provides for such Continuing Employee to be eligible to participate in a Benefit Plan sponsored or maintained by Parent or one of its affiliates (the "Replacement Plans"), if such Replacement Plan is a group health plan, Parent will use commercially reasonable efforts to credit (or cause to be credited) such Continuing Employee, for the plan year in which the effective time occurs, with any deductibles and copayments already incurred during such plan year under the comparable Company Benefit Plan. Parent will, or will cause the Surviving Corporation or their affiliates to, use commercially reasonable efforts to recognize each Continuing Employee's years of service and level of seniority with the Company and its subsidiaries (including service and seniority with any other employer that was recognized by the Company or its subsidiaries) for purposes of terms of employment and eligibility, vesting and vacation benefit determination (but not for benefit accruals under any defined benefit pension plan) under the Replacement Plans, to the same extent and for the same purpose as was credited to the Continuing Employee under the corresponding Company Benefit Plan immediately prior to the effective time, but no credit for any service will be required that would result in a duplication of benefits or compensation. Parent will use commercially reasonable efforts to cause the waiver of any preexisting condition exclusion or restriction with respect to participation and coverage requirements under a Replacement Plan that is a group health plan applicable to a Continuing Employee for the plan year in which the effective time occurs to the extent such exclusion or restriction did not apply with respect to such Continuing Employee under the corresponding Company Benefit Plan immediately prior to the effective time. From and after the effective time, the Surviving Corporation will honor all Company Benefit Plans in accordance with their terms, including any Company Benefit Plans that provide for severance pay or benefits (it being understood that nothing in the Merger Agreement will be deemed to prohibit the Surviving Corporation, Parent or its affiliates from amending, modifying, replacing or terminating such arrangements in accordance with their terms). Parent will cause the Surviving Corporation to honor all vacation and other paid time off days accrued or earned but not yet taken by each Continuing Employee as of the effective time.

Stock Exchange De-Listing

At or as promptly as practicable following the effective time, the Surviving Corporation will cause the Shares to be de-listed from NASDAQ and de-registered under the Exchange Act.

Transaction Litigation

Prior to the effective time, the Company will, as promptly as possible after obtaining knowledge thereof, notify Parent of any litigation against the Company and/or its directors relating to the Transactions. The Company will control any proceeding brought by stockholders of the Company against the Company and/or its directors relating to the Transactions; provided that (a) Parent will have the right to participate in (but not control) the defense or settlement of such proceedings and (b) the Company will give Parent the right to review and comment on all material filings or responses to be made by the Company in connection with such litigation, and the right to consult on the settlement with respect to such litigation, and the Company will in good faith take such comments into account; provided, that the disclosure of information in connection therewith will be subject to the access and confidentiality provisions of the Merger Agreement, including with respect to attorney-client privilege or any other applicable legal privilege. No such settlement will be agreed to without Parent's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Treatment of Existing Credit Agreement

Prior to or at, and conditioned upon, the occurrence of the effective time, the Company will deliver all notices and take all other actions reasonably required to facilitate the termination of commitments under that the Existing Credit Agreement, the repayment in full of all obligations then outstanding thereunder and the release of all liens in connection therewith on the effective time, and deliver to Parent on or prior to the first business day prior to the effective time a customary payoff letter in respect of the Existing Credit Agreement, which payoff letter will (a) indicate the total amount required to be paid to fully satisfy all principal, interest, prepayment premiums, penalties, breakage costs or other similar obligations related to the Existing Credit Agreement as of the anticipated effective time (and the daily accrual thereafter) (the "Payoff Amount"), (b) state that all obligations (including guarantees) in respect thereof (other than those contingent indemnification obligations that customarily remain following termination of a credit agreement) and liens in connection therewith on the assets of the Company or any of its subsidiaries will be, substantially concurrently with the receipt of the Payoff Amount on the effective time, automatically released or terminated and (c) indicate that the collateral agent under the Existing Credit Agreement will take such necessary additional actions and provide such further assurances to release and cause the release of all liens in connection therewith on the assets of the Company or its subsidiaries promptly following the effective time.

Conditions of the Offer

See "Section 15 — Conditions of the Offer."

Conditions to the Merger

The obligations of Parent and Purchaser, on the one hand, and the Company, on the other hand, to complete the Merger are each subject to the satisfaction at or prior to the effective time (or, except with respect to the first bullet below, which will not be waivable, waiver by both the Company and Parent, to the extent permitted by applicable law) of each of the following conditions:

- there will not have been issued by any court of competent jurisdiction and remain in effect any temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Transactions or imposing a Burdensome Condition as a condition or consequence of consummating the Transactions (including any decision by the European Commission to examine the Transactions under Article 22(3) of the EU Merger Regulation, and any notification of a referral request under Article 22 (2) of the EU Merger Regulation prior to such a decision having been made, each of which would prevent or make unlawful the consummation of the Transactions while the standstill obligation is in effect), nor will any applicable law or order promulgated, entered,

enforced, enacted, issued or deemed applicable to the Transactions by any governmental entity of competent jurisdiction directly or indirectly prohibit, or make illegal, the consummation of the Transactions or impose a Burdensome Condition as a condition or consequence of consummating the Transactions; provided, that no party to the Merger Agreement will be permitted to invoke this condition unless it will have taken all actions required under the Merger Agreement to have any such law or order lifted; and

- Purchaser (or Parent on Purchaser's behalf) will have accepted for payment all of the Shares validly tendered pursuant to the Offer and not properly withdrawn.

Termination

The Merger Agreement may be terminated, and the Offer and the Merger may be abandoned, prior to the effective time as follows:

- by mutual written consent of each of the Company and Parent at any time prior to the Offer Acceptance Time;
- by either Parent or the Company if:
  - a court of competent jurisdiction or other governmental entity of competent jurisdiction will have issued an order, decree or ruling, or will have taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the acceptance for payment of Shares pursuant to the Offer or the Merger or making consummation of the Offer or the Merger illegal, which order, decree, ruling or other action will be final and non-appealable; provided, that no party to the Merger Agreement will be permitted to terminate the Merger Agreement pursuant to the foregoing if the issuance of such final and nonappealable order, decree, ruling or other action is primarily attributable to a failure on the part of such party thereto to perform in any material respect any covenant or obligation in the Merger Agreement required to be performed by such party thereto at or prior to the effective time;
  - the Offer Acceptance Time will not have occurred on or prior to 5:00 p.m. Eastern time on April 2, 2023 (such date, the "End Date"); provided, that a party to the Merger Agreement will not be permitted to terminate the Merger Agreement pursuant to this bullet if the failure of the Offer Acceptance Time to occur prior to the End Date is primarily attributable to the failure on the part of such party thereto to perform in any material respect any covenant or obligation in the Merger Agreement required to be performed by such party thereto; provided, further, that if on the End Date all of the conditions to effective time and the Offer Conditions (other than (a) those Offer Conditions that by their terms are to be satisfied at the Offer Acceptance Time (including the Minimum Tender Condition) and (b) the Injunction Condition set forth in the annex to the Merger Agreement (solely with respect to an order, injunction or investigation relating to antitrust laws)), will have been satisfied or will be capable of being satisfied at such time, Parent, on the one hand, or the Company, on the other hand, may in each case elect by notice in writing to the other prior to the then-applicable End Date, to extend the End Date, no more than twice, by a period of ninety calendar days (and in the case of such extension, any reference to the End Date in any other provision of the Merger Agreement will be a reference to the End Date as so extended); or
  - the Offer (as extended in accordance with the Merger Agreement) will have expired without the acceptance for payment of the Shares pursuant to the Offer; provided, however, that a party to the Merger Agreement will not be permitted to terminate the Merger Agreement pursuant to this bullet if the failure of the acceptance for payment of the Shares pursuant to the Offer is primarily attributable to a failure on the part of such party thereto to perform in any material respect any covenant or obligation in the Merger Agreement required to be performed by such party thereto at or prior to the acceptance for payment of Shares pursuant to the Offer and such party thereto has not cured such failure within five calendar days after having received notice thereof from the other party thereto; or
- by Parent prior to the Offer Acceptance Time if:

- whether or not permitted to do so: (a) the Company Board or any committee thereof will have failed to include the Company Board Recommendation in the Schedule 14D-9 when mailed, or will have effected a Company Adverse Change Recommendation; (b) in the case of a tender offer (other than the Offer) or exchange offer subject to Regulation 14D under the Exchange Act, the Company Board fails to recommend, in a Solicitation/Recommendation Statement on Schedule 14D-9, rejection of such tender offer or exchange offer within ten business days of the commencement of such tender offer or exchange offer; or (c) the Company Board will have failed to publicly reaffirm the Company Board Recommendation within five business days after Parent so requests in writing (or, if earlier, within two business days prior to the Offer Expiration Time); provided that (x) for each Company Acquisition Proposal that has been publicly disclosed (or materially modified), Parent may only make one such request with respect to each such Company Acquisition Proposal (or modification thereof) and (y) if no Company Acquisition Proposal has been publicly disclosed, Parent may only make one such request (a "Company Board Recommendation Termination"); or
- a breach of any representation or warranty contained in the Merger Agreement or failure to perform any covenant or obligation in the Merger Agreement on the part of the Company will have occurred such that the conditions related to the accuracy of the Company's representations and warranties set forth in the Merger Agreement as of specified times, and the performance of the Company's covenants set forth in the Merger Agreement, in each case, to specified standards of materiality, would not be satisfied and (i) cannot be cured by the Company by the End Date, or (ii) if capable of being cured, will not have been cured within thirty days of the date Parent gives the Company written notice of such breach or failure to perform or, if earlier, by the End Date; provided, that Parent will not have the right to terminate the Merger Agreement hereunder if either Parent or Purchaser is then in material breach of any representation, warranty, covenant or obligation thereunder; or

- by the Company if:
  - at any time prior to the Offer Acceptance Time, in order to accept a Superior Offer in accordance with the terms of the Merger Agreement and substantially concurrently with such termination enter into a Company Alternative Acquisition Agreement; provided, that the Company has complied in all material respects with the requirements of the non-solicitation and Company Board Recommendation provisions in the Merger Agreement with respect to such Superior Offer and, concurrently with such termination, pays (or causes to be paid) the Company Termination Fee (as defined below) (a "Superior Offer Termination");
  - at any time prior to the Offer Acceptance Time, if a breach of any representation or warranty contained in the Merger Agreement or failure to perform any covenant or obligation in the Merger Agreement on the part of Parent or Purchaser will have occurred, in each case if such breach or failure has prevented or would reasonably be expected to prevent Parent or Purchaser from consummating the Transactions and (a) such breach or failure cannot be cured by Parent or Purchaser, as applicable, by the End Date, or (b) if capable of being cured, will not have been cured within thirty calendar days of the date the Company gives Parent written notice of such breach or failure to perform or, if earlier, by the End Date; provided, that the Company will not have the right to terminate the Merger Agreement pursuant to this bullet if the Company is then in material breach of any representation, warranty, covenant or obligation hereunder;
  - Parent or Purchaser will have failed to commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer within ten business days following the date of the Merger Agreement (other than due to a breach by the Company of its obligations under the Merger Agreement regarding the Schedule 14D-9) or (ii) Purchaser will have failed to accept and pay for all Shares validly tendered (and not validly withdrawn) as of the expiration of the Offer (as it may be extended), provided that all of the Offer Conditions are satisfied or validly waived as of such date (other than those Offer Conditions that by their terms are to be satisfied at the Offer Acceptance Time (including the Minimum Tender Condition), but subject to such Offer Conditions being capable of being satisfied).

Company Termination Fee

The Company would be required to pay a termination fee of $2,090,000, which we refer to as the "Company Termination Fee," to Parent if the Merger Agreement is terminated:

- pursuant to a Superior Offer Termination;
- pursuant to a Company Board Recommendation Termination; or
- (a) the Merger Agreement is terminated pursuant to (i) Section 8.1(d) of the Merger Agreement (but in the case of a termination by the Company, only if at such time Parent would not be prohibited from terminating the Merger Agreement pursuant to the proviso to Section 8.1(d) of the Merger Agreement), (ii) Section 8.1(f) of the Merger Agreement and (iii) Section 8.1(i) of the Merger Agreement, and, in each of clauses (i), (ii) and (iii), at such time all of the Offer Conditions (other than the Minimum Tender Condition and the other Offer Conditions that by their nature are to be satisfied at the Offer Acceptance Time, but subject to such conditions being capable of being satisfied) are satisfied or have been waived, (b) any person will have publicly disclosed a *bona fide* Company Acquisition Proposal after the date of the Merger Agreement and will not have publicly withdrawn such Company Acquisition Proposal prior to such termination (or, in the case of Section 8.1(f) of the Merger Agreement, any Company Acquisition Proposal will been communicated to the Company Board after the date of the Merger Agreement) and (c) within twelve months of such termination the Company will have consummated a Company Acquisition Proposal (whether or not involving the same person referred to in clause (b)) or entered into a definitive agreement with respect to a Company Acquisition Proposal (provided, that for purposes of clause (c) the references to "20%" in the definition of "Company Acquisition Proposal" will be deemed to be references to "50%").

In any such event under bullets one, two or three above, the Company will pay (or cause to be paid) to Parent or its designee the Company Termination Fee by wire transfer of same day funds (a) in the case of bullet one above, on the date that the Company Alternative Acquisition Agreement is executed (or if the Company Alternative Acquisition Agreement is executed on a day that is not a business day, the next business day), (b) in the case of bullet two above, within two business days after such termination or (c) in the case of bullet three above, within two business days after the consummation of the Company Acquisition Proposal within twelve months of such termination.

In no event will the Company be required to pay the Termination Fee on more than one occasion.

Amendment; Extension; Waivers

At any time prior to the Offer Acceptance Time, any provision of the Merger Agreement may be amended or waived by any party thereto only by action taken or authorized by or on behalf of such party's board of directors (or duly authorized committee thereof), but in all cases only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to the Merger Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

Any failure of any of the parties to the Merger Agreement to comply with any obligation, covenant, agreement or condition in the Merger Agreement may be waived at any time prior to the effective time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver. Notwithstanding the foregoing, no failure or delay by the Company, Parent or Purchaser in exercising any right hereunder will operate as a waiver thereof nor will any single or partial exercise under the Merger Agreement preclude any other or further exercise of any other right thereunder. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by applicable law subject to the terms of the Merger Agreement.

Expenses

Except as otherwise provided in the Merger Agreement, all fees and expenses incurred in connection with the Merger Agreement and the Transactions will be paid by the party incurring such cost or expenses, whether or not the Offer and Merger are consummated.

Governing Law

The Merger Agreement is governed by, and will be construed in accordance with, the laws of the State of Delaware, without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties to the Merger Agreement expressly acknowledged and agreed that (a) the requirements of 6 Del. C § 2708 are satisfied by the provisions of the Merger Agreement and that such statute mandates the application of Delaware law to the Merger Agreement, the relationship of the parties, the Transactions and the interpretation and enforcement of the rights and duties of the parties thereunder, (b) the parties have a reasonable basis for the application of Delaware law to the Merger Agreement, the relationship of the parties, the Transactions and the interpretation and enforcement of the rights and duties of the parties thereunder, (c) no other jurisdiction has a materially greater interest in the foregoing and (d) the application of Delaware law would not be contrary to the fundamental policy of any other jurisdiction that, absent the parties' choice of Delaware law hereunder, would have an interest in the foregoing.

Jurisdiction

The parties to the Merger Agreement have agreed to irrevocably submit to the jurisdiction of the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such matter, the Superior Court of the State of Delaware and the federal courts of the United States of America located in the State of Delaware) in connection with any dispute that arises in respect of the Merger Agreement and the documents referred to in the Merger Agreement or in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for interpretation or enforcement hereof or any such document that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that venue thereof may not be appropriate or that the Merger Agreement or any such document may not be enforced in or by such courts, and the parties irrevocably agree that all claims with respect to such action, suit or proceeding will be heard and determined exclusively by such a Delaware state or federal court (it being agreed that the consents to jurisdiction and venue set forth the Merger Agreement do not constitute general consents to service of process in the State of Delaware and will have no effect for any purpose except as provided in this paragraph and subject to the third party beneficiary provisions of the Merger Agreement will not be deemed to confer rights on any person other than the parties thereto). The parties consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with such action, suit or proceeding in the manner provided in the notice provisions of the Merger Agreement or in such other manner as may be permitted by applicable law will be valid and sufficient service thereof.

Limitations on Remedies

In the event Parent or its designee receives full payment of the Company Termination Fee, such receipt will be deemed to be liquidated damages for any and all losses or damages suffered or incurred by Parent, Purchaser, any of their respective affiliates or any other person in connection with the Merger Agreement (and the termination thereof), the Transactions (and the abandonment thereof) or any matter forming the basis for such termination, and none of Parent, Purchaser or any of their respective affiliates or any other person will be entitled to bring or maintain any claim, action or proceeding against the Company or any of its affiliates arising out of or in connection with the Merger Agreement, any of the Transactions or any matters forming the basis for such termination; provided, that Parent may seek specific performance to cause the Company to consummate the Transactions in accordance with the terms of the Merger Agreement, but in no event will Parent be entitled to both specific performance and the payment of the Company Termination Fee. Nothing contained in Section 8.3(b) of the Merger Agreement with respect to the foregoing will relieve any party thereto from any liability for common law fraud or Willful Breach (as defined in the Merger Agreement). Any Company Termination Fee paid to Parent will be offset against any award for damages given in any final and non-appealable judgment of a governmental entity of competent jurisdiction to Parent pursuant to any claim relating to the Transactions.

Parent's right to receive payment from the Company of the Company Termination Fee pursuant to the Merger Agreement will be the sole and exclusive remedy of Parent, Purchaser and any of their respective

former, current or future officers, directors, partners, stockholders, optionholders, managers, members or affiliates against the Company and any of their respective former, current or future officers, directors, partners, stockholders, optionholders, managers, members or affiliates (collectively, "Company Related Parties") for any loss suffered as a result of the failure of the Offer or the Merger to be consummated or for a breach or failure to perform hereunder or otherwise, and upon payment of such amount(s), none of the Company Related Parties will have any further liability or obligation relating to or arising out of the Merger Agreement or the Transactions; provided, that nothing in the termination fee provisions of the Merger Agreement will relieve any party to the Merger Agreement from any liability arising out of its intentional common law fraud or willful breach of this Agreement.

The parties to the Merger Agreement have acknowledged that the agreements contained in the Merger Agreement are an integral part of the Transactions and that, without these agreements, the parties would not have entered into the Merger Agreement; accordingly, if the Company fails to timely pay any amount due pursuant expenses and termination fee provisions in the Merger Agreement and, in order to obtain the payment, Parent commences a proceeding which results in a judgment against the Company, the Company will pay Parent its reasonable and documented costs and expenses (including reasonable and documented attorneys' fees) in connection with such suit, together with interest on such amount at the prime rate as published in the *Wall Street Journal* in effect on the date such payment was required to be made plus three hundred basis points through the date such payment was actually received..

Specific Performance

The parties to the Merger Agreement have agreed that irreparable damage, for which monetary damages or other legal remedies would not be an adequate remedy, would occur in the event that any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached by the parties thereto. Subject to the following sentence, it has accordingly been agreed that the parties thereto will be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches or threatened breaches of the Merger Agreement and to enforce specifically the terms and provisions of the Merger Agreement in the Court of Chancery of the State of Delaware or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such matter, the Superior Court of the State of Delaware and the federal courts of the United States of America located in the State of Delaware, without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled at law or in equity. Each party to the Merger Agreement has agreed not to raise any objections to the availability of the equitable remedy of specific performance and further agreed not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach. Each party thereto has further agreed that neither the other party thereto nor any other person will be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in the specific performance provision of the Merger Agreement, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The election to pursue an injunction, specific performance or other equitable relief will not restrict, impair or otherwise limit the Company, on the one hand, or Parent and Purchaser, on the other hand, from, in the alternative, seeking to terminate the Merger Agreement and pursuing any other remedy available at law or equity.

Other Agreements

Confidentiality Agreement

On October 20, 2021 (as amended on July 22, 2022), the Company and Parent entered into a confidentiality agreement (the "Confidentiality Agreement"). Under the terms of the Confidentiality Agreement, each party thereto receiving confidential information agrees that it will hold the confidential information of the disclosing party in strict confidence and will not disclose any such confidential information to any third party, other than its representatives as permitted in the Confidentiality Agreement, without the prior written consent of the disclosing party thereto. Each party receiving confidential information agrees to use at least the same degree of care to prevent the unauthorized access, disclosure or publication of the

confidential information as it uses to protect its own valuable confidential information but in no event less than a reasonable degree of care.

Under the Confidentiality Agreement, Parent also agreed, among other things, to certain "standstill" provisions for the benefit of the Company that expire on July 22, 2023, including restrictions that provide that Parent and its affiliates will not, and will use its reasonable best efforts to cause its affiliates' representatives not to, acting alone or part of a group, directly or indirectly, without the prior written consent of the Company Board: (a) acquire, offer or agree to acquire, own or sell (or propose, agree or seek permission, to acquire, own or sell) or otherwise obtain an economic interest in, by purchase, sale or otherwise, any right to direct the voting or disposition of, or any other right with respect to, any securities of the Company (or any direct or indirect rights, options or other securities convertible into or exercisable or exchangeable for such securities or any obligations measured by the price or value of any shares of capital stock of the Company, including without limitation any swaps or other derivative arrangements, in each case, whether or not any of the foregoing may be obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions (whether or not within the control of such party) pursuant to any agreement, arrangement or understanding (whether or not in writing) and whether or not any of the foregoing would give rise to "beneficial ownership" (as defined under Rule 13d-3 promulgated under the Exchange Act), and, in each case, whether or not any of the foregoing is obtained by means of borrowing of securities or operation of any of the foregoing, or any significant portion of the assets, properties or indebtedness of the Company; (b) make or participate in any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC) or consents or undertakings to vote, or to seek to influence or control, in any manner whatsoever, the voting of any securities of the Company; (c) make any statement or proposal to the Company Board, the Company's representatives or any of its stockholders with respect to, or make any public announcement with respect to, or solicit or submit a proposal or offer for, directly or indirectly, any merger, business combination, recapitalization, reorganization, asset purchase, tender offer, exchange offer or other similar extraordinary transaction involving the Company or any of its securities, assets or properties; (d) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act in connection with any of the foregoing; (e) otherwise seek representation on or to influence or control, in any manner whatsoever, alone or in concert with others, the management, the Company Board or policies of the Company; (f) make any proposal or disclose any intention, plan or arrangement inconsistent with any of the foregoing; (g) demand a copy of the Company's record of security holders, stock ledger list or any other books or records of the Company; (h) take any action that could reasonably be expected to require the Company or Parent to make a public announcement regarding any of the foregoing events (or the possibility of any of the events); (i) contest the validity of the Confidentiality Agreement or make, initiate, take or participate in any demand, action (legal or otherwise) or proposal to amend, waive or termination any provision of the standstill provisions of the Confidentiality Agreement, (j) request the Company to amend or waive any provision of the standstill provisions of the Confidentiality Agreement, or make any public announcement with respect to the foregoing restrictions; or (k) advise, assist or encourage, or direct any person to advise, assist or encourage any other person, in connection with any of the foregoing. Notwithstanding the above, Parent would be entitled to make confidential proposals to the Company Board (or any committee thereof) regarding any of the matters set forth in clauses (a) or (c) above, subject to certain limitations set forth in the Confidentiality Agreement. The standstill provisions of the Confidentiality Agreement would terminate if, among other things, a tender or exchange offer were commenced that, if consummated, would result in 50% or more of the Company's outstanding equity securities being owned by persons other than the Company or current holders of the Company's equity securities and the Company Board failed to recommend within ten business days from the date of commencement of such offer that the Company's stockholders reject such offer.

This summary and description of the Confidentiality Agreement does not purport to be complete and is qualified in its entirety by reference to the Confidentiality Agreement, which is filed as Exhibit (d)(4) to the Schedule TO, which is incorporated herein by reference.

Tender and Support Agreements

In connection with entering into the Merger Agreement, Parent and Purchaser entered into a Tender and Support Agreements (as it may be amended, supplemented or otherwise modified from time to time, the "Tender and Support Agreements") with BioDiscovery 5, OrbiMed Israel Partners II, L.P., OrbiMed

Private Investments VI, L.P., OrbiMed Genesis Master Fund, L.P. and The Biotech Growth Trust PLC (together, the "Supporting Stockholders"), which together own approximately 33% of the outstanding Shares as of the date of the Merger Agreement.

Pursuant to and subject to the terms and conditions of the applicable Tender and Support Agreement, each Supporting Stockholder has agreed to tender in the Offer all Shares beneficially owned or owned of record by such Supporting Stockholder. In addition, each Supporting Stockholder has agreed that, during the time the applicable Tender and Support Agreement is in effect, at any meeting of stockholders, or any adjournment or postponement thereof, such Supporting Stockholder will be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Shares:

- against any:
  - contract, agreement or arrangement related to or in furtherance of any Company Acquisition Proposal (including any Superior Offer);
  - other transaction or transactions, individually or in the aggregate, the consummation of which would, or would reasonably be expected to, prevent, materially delay or materially interfere with the Offer or the Merger or the ability of the Company to perform its obligations under the Merger Agreement; or
  - action, proposal, transaction or agreement (including any amendment, waiver, release from or non-enforcement of any agreement) that would, or would reasonably be expected to, result in a breach of (a) any covenant, representation, warranty or other obligation or agreement of such Stockholder under the Tender and Support Agreement or the Company or its subsidiaries under the Merger Agreement or (b) any of the conditions to consummation of the Merger set forth in Article VII of the Merger Agreement or any of the conditions to the Offer set forth on Annex I of the Merger Agreement not being satisfied on or before the End Date, and
- in favor of the Transactions, the adoption of the Merger Agreement, any other matter relating to, or necessary for, the consummation of the Transactions and any proposal to adjourn or postpone a meeting of the Company's stockholders to a later date if there are not sufficient votes to adopt the Merger Agreement.

This summary and description of the Tender and Support Agreements does not purport to be complete and is qualified in its entirety by reference to the Tender and Support Agreements, which are filed as Exhibit (d)(2) and Exhibit (d)(3) to the Schedule TO, which are incorporated herein by reference.

Exclusivity Agreement

On August 30, 2022 (as amended on October 2, 2022 with effect as of September 27, 2022), the Company and Parent entered into an exclusivity agreement (the "Exclusivity Agreement"). Under the terms of the Exclusivity Agreement, during the period commencing from date the Exclusivity Agreement was entered into and ending on the earlier of (x) the entry into a final definitive agreement regarding a strategic transactions between the Company and Parent, and (y) 11:59 p.m. (EST) on October 4, 2022, the Company agreed not to, and to cause its controlled affiliates and its controlled affiliates' respective officers, directors, general partners, employees, consultant, accountants, investment bankers, financial advisors, counsel, agents and other representatives not to:

- initiate contact with, solicit, encourage or disclose, directly or indirectly, any information concerning the Company in connection with any transaction proposal;
- afford any access to the personnel, offices, facilities, properties, books and records of the Company in connection with any transaction proposal; or
- enter into any discussion, negotiation, understanding, agreement or arrangement with any person or entity (other than Parent or its representatives) in connection with any transaction proposal.

This summary and description of the Exclusivity Agreement does not purport to be complete and is qualified in its entirety by reference to the Exclusivity Agreement, which is filed as Exhibit (d)(5) to the Schedule TO, which is incorporated herein by reference.

Key Employee Offer Letters

Concurrent with the execution and delivery of the Merger Agreement, each of Frederic Chereau, Mariana Nacht and Matthias Hebben (together, the "Key Employees") entered into (a) employment offer letters with Parent that will supersede their employment agreement with the Company, to be effective at, and contingent upon, the effective time (the "Key Employee Offer Letters") and (b) restrictive covenant agreements with the Company (or, in the case of Ms. Nacht, reaffirming her obligations under her existing restrictive covenant agreement) (the "Key Employee RCAs").

In connection with the Key Employee Offer Letters, Mr. Chereau, Mr. Hebben and Ms. Nacht will be (a) employed at a division of Parent Holdco and (b) provided with annual base salaries of $558,500, $350,000 and $440,000, respectively, with a bonus opportunity ranging from 0% to 90% of base salary and a target bonus of 45% of base salary. Mr. Chereau, Mr. Hebben and Ms. Nacht will also be (i) eligible to receive cash retention bonuses in the amounts of $322,025, $147,150 and $198,000, respectively, that will become fully vested on the one-year anniversary of the effective time for Mr. Chereau and will vest as to one-third of the total amount at the effective time and two-thirds on the one-year anniversary of the effective time for Mr. Hebben and Ms. Nacht, in each case, subject to continued employment through such date (and, for Mr. Hebben's and Ms. Nacht's first third, subject to clawback if either resigns prior to the first anniversary), (ii) granted Parent Holdco restricted stock units as soon as practicable following the effective time that vest on the second anniversary of the effective time for Mr. Chereau and Mr. Hebben and the 18-month anniversary of the effective time for Ms. Nacht, with a value of $418,875, $210,000 and $330,000, respectively, (iii) eligible to receive Parent Holdco performance shares with an expected value equal to 75% (60% for Mr. Hebben) of base salary for each year of employment beginning with 2023 in the case of Mr. Chereau and Mr. Hebben or 2024 in the case of Ms. Nacht, with such performance shares subject to the achievement of performance measures over the applicable three-year performance period and (iv) in the case of Ms. Nacht, granted Parent restricted stock units in March 2023 that vest on the 18-month anniversary of the effective time with a value of $165,000. All equity awards are subject to the approval of the Remuneration Committee of AstraZeneca plc. The Key Employees will also be able to participate in Parent's severance plan.

The restrictive covenant agreements generally subject the Key Employees to (a) confidentiality covenants restricting each Key Employee from using or disclosing (i) Company confidential information outside the scope of their employment in perpetuity or (ii) confidential information relating to a Key Employee's former employer during employment, (b) a non-competition covenant and (c) non-solicitation covenants with respect to customers and other business relations and employees.

The Key Employee Offer Letters also include a contingent cutback provision pursuant to which, in the event any payments or benefits received by any Key Employee would be subject to an excise tax under Section 4999 of the Code, the Key Employee will receive either (a) such payments reduced by an amount necessary to prevent any portion of the payments from being nondeductible to the Company or (b) the full amount of such payments, whichever amount is greater on an after-tax basis.

This summary and description of the Key Employee Offer Letters and Key Employee RCAs does not purport to be complete and is qualified in its entirety by reference to the Key Employee Offer Letters and Key Employee RCAs, which are filed as Exhibits (d)(6), (d)(7), (d)(8), (d)(9), (d)(10) and (d)(11) to the Schedule TO, which is incorporated herein by reference.

The transactions contemplated by the Merger Agreement are subject to these Key Employee Offer Letters and Key Employee RCAs not being breached prior to the effective time and the Key Employees remaining Company employees as of the effective time.

12. Purpose of the Offer; Plans for the Company

Purpose of the Offer

We are making the Offer because we want to acquire the entire equity interest in the Company. The Offer, as the first step in the acquisition of the Company, is intended to facilitate the acquisition of any and all issued and outstanding Shares.

Purchaser intends to consummate the Merger on the date of the Offer Acceptance Time. The purpose of the Merger is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer. Following the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company. Following the effective time, the separate corporate existence of Purchaser will cease and the Company will continue as the Surviving Corporation.

All Shares acquired by Purchaser pursuant to the Offer will be retained by Purchaser pending the Merger. If you sell your Shares in the Offer, you will cease to have any equity interest in the Company or any right to participate in its earnings and future growth. If you do not tender your Shares, but the Merger is consummated, you will also no longer have an equity interest in the Company. Similarly, after selling your Shares in the Offer or upon consummation of the Merger, you will not bear the risk of any decrease in the value of the Company.

Stockholder Approval

If the Offer is consummated and as a result the Shares irrevocably accepted for purchase in the Offer (but excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as defined in Section 251(h)(6) of the DGCL) prior to the Offer Expiration Time), together with the Shares otherwise owned by Purchaser and its affiliates represent one more than 50% of the total number of the outstanding Shares, the Company does not anticipate seeking the approval of its remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL provides that, subject to certain statutory requirements, if following consummation of a successful tender offer for a public corporation, the stock irrevocably accepted for purchase in the offer and "received" (as defined in Section 251(h)(6) of the DGCL) by the Depositary prior to the Offer Expiration Time, together with the stock otherwise owned by the acquirer or its affiliates, equals at least the amount of shares of each class of stock of the target corporation that would otherwise be required to approve a merger involving the target corporation, and the other stockholders receive the same consideration for their stock in the Merger as was payable in the tender offer, the acquirer can effect a merger without the action of the other stockholders of the target corporation. Therefore, the parties have agreed that, subject to the conditions specified in the Merger Agreement, the Merger will become effective as soon as practicable after (but on the same day as) the consummation of the Offer after the satisfaction or waiver of the conditions to the Merger set forth in the Merger Agreement, without a vote of the Company's stockholders, in accordance with Section 251(h) of the DGCL.

Plans for the Company

If we accept Shares for payment pursuant to the Offer, we will obtain control over the management of the Company and the Company Board shortly thereafter.

As of the effective time, the certificate of incorporation of the Surviving Corporation will be amended and restated as a result of the Merger to conform to the applicable exhibit to the Merger Agreement, and the bylaws of the Surviving Corporation will be amended and restated to conform to the bylaws of Purchaser in effect immediately prior the effective time, and the provisions with respect to indemnification, advancement of expenses, exculpation and limitations on liability of directors and officers in such certificate of incorporation and bylaws of the Surviving Corporation will not be amended, repealed or otherwise modified for a period of six years from the Offer Acceptance Time in any manner that would adversely affect in any respect affect the rights thereunder of individuals who, at or prior to the Offer Acceptance Time, were indemnified parties thereunder, unless such modification is required by law, and then only to the minimum extent required by law. Pursuant to the Merger Agreement, as of the effective time, the directors and officers of Purchaser as of immediately prior to the effective time will become the directors and officers of the Surviving Corporation. Such directors and officers will hold office until their respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

At or as promptly as practicable following the effective time, Parent intends to cause the Surviving Corporation to delist the Shares from NASDAQ. Parent intends to cause the Surviving Corporation to terminate the registration of the Shares under the Exchange Act at or as soon as practicable after consummation of the Merger as the requirements for termination of registration are met.

Parent and Purchaser are conducting a detailed review of the Company and its assets, corporate structure, capitalization, indebtedness, operations, properties, policies, management and personnel, and will consider which changes would be desirable in light of the circumstances that exist upon completion of the Offer and the Merger. Parent and Purchaser will continue to evaluate the business and operations of the Company during the pendency of the Offer and after the consummation of the Offer and the Merger and will take such actions as they deem appropriate under the circumstances then existing. Thereafter, Parent intends to review such information as part of a comprehensive review of the Company's business, operations, capitalization, indebtedness and management. Possible changes could include changes in the Company's business, corporate structure, certificate of incorporation, bylaws, capitalization and management or changes to the Company Board. Plans may change based on further analysis and Parent, Purchaser and, after completion of the Offer and the Merger, the reconstituted Company Board, reserve the right to change their plans and intentions at any time, as deemed appropriate.

Except as disclosed in this Offer to Purchase, Parent and Purchaser do not have any present plan or proposal that would result in the acquisition by any person of additional securities of the Company, the disposition of securities of the Company, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or the purchase, sale or transfer of a material amount of assets of the Company.

To the best knowledge of Parent and Purchaser, except for certain pre-existing agreements described in the Schedule 14D-9 (including the Key Employee Offer Letters and Key Employee RCAs), no material employment, equity contribution, or other agreement, arrangement or understanding between any executive officer or director of the Company, on the one hand, and Parent, Purchaser or the Company, on the other hand, existed as of the date of the Merger Agreement, and, except for the Key Employee Conditions, neither the Offer nor the Merger is conditioned upon any executive officer or director of the Company entering into any such agreement, arrangement or understanding.

13. Certain Effects of the Offer

Market for the Shares

If the Offer is consummated, Purchaser will complete the Merger on the same day as the Offer Acceptance Time, subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement. As a result, there will be no market for the Shares following consummation of the Offer.

NASDAQ Listing

If the Offer is consummated, Purchaser will complete the Merger on the same day as the Offer Acceptance Time, subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement. As a result, the Shares will no longer meet the requirements for continued listing on NASDAQ because there will only be a single holder of the Shares, which will be Parent. At or as promptly as practicable after the effective time, Parent intends to cause the Surviving Corporation to delist the Shares from NASDAQ.

Exchange Act Registration

The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of the Company to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. In addition, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. We intend and will cause the Company to terminate the registration of

the Shares under the Exchange Act at or as promptly as practicable after the effective time as the requirements for termination of registration are met.

Margin Regulations

The Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding the market for the Shares and stock quotations, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

14. Dividends and Distributions

As discussed in Section 11 — "The Merger Agreement; Other Agreements," the Merger Agreement provides that from the date of the Merger Agreement until the effective time, except as required or contemplated by the Merger Agreement, required by law or order or with the written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), the Company will not and will not cause any subsidiary of the Company to make or declare dividends or distributions (whether in cash, assets, stock, other securities or otherwise) to (a) the holders of the Shares or any subsidiary of the Company or (b) any other equityholders or rights holders of the Company or equityholders of any subsidiary of the Company (other than any dividend or distribution from a wholly owned subsidiary of the Company to the Company or to any other wholly owned subsidiary of the Company).

15. Conditions of the Offer

The Offer is not subject to any financing condition. Notwithstanding any other provisions of the Offer but subject to the terms of the Merger Agreement, Purchaser is not required to accept for payment or, subject to any applicable rules and regulations of the SEC (including Rule 14e-1(c) under the Exchange Act), pay for all Shares validly tendered (and not validly withdrawn) in the Offer, unless, as of the then-scheduled applicable Offer Expiration Time:

- the Minimum Tender Condition has been satisfied;
- the representations and warranties of the Company contained in (a) the Merger Agreement (other than those set forth in Section 4.1, Section 4.2(a), the first sentence of Section 4.2(c), Section 4.5(a)(i), Section 4.21 and Section 4.23) will be true and correct as of the date of the Merger Agreement and at and as of the Offer Expiration Time, as if made as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" set forth in any such representation or warranty) would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (b) Section 4.2(a) will be true and correct in all respects, except for de minimis inaccuracies, as of the date of the Merger Agreement and at and as of the Offer Expiration Time, as if made as of such time (except to the extent expressly made as of an earlier date, in which case as of such date) and (c) Section 4.1, the first sentence of Section 4.2(c), Section 4.5(a)(i), Section 4.21 and Section 4.23, that (i) are not qualified by Company Material Adverse Effect or other materiality qualifications will be true and correct in all material respects as of the date of the Merger Agreement and at and as of the Offer Expiration Time, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date); and (ii) that are qualified by Company Material Adverse Effect or other materiality qualifications will be true and correct in all respects (without disregarding such Company Material Adverse Effect or other materiality qualifications) as of the date of the Merger Agreement and at and as of the Expiration Date, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date);
- the Company will have complied with, or performed, in all material respects all of the Company's covenants and agreements it is required to comply with or perform at or prior to the Offer Expiration Time;

- no Company Material Adverse Effect will have occurred since the date of the Merger Agreement and be continuing;
- Parent and Purchaser will have received a certificate executed on behalf of the Company by an executive officer of the Company confirming that the conditions set forth in the second, third and fourth bullets above have been duly satisfied;
- the Injunction Condition has been satisfied;
- the Key Employee Conditions have been satisfied; and
- the Merger Agreement will not have been terminated in accordance with its terms (the "Termination Condition").

For purposes of determining whether the Minimum Tender Condition has been satisfied, Shares tendered in the Offer pursuant to guaranteed delivery procedures that have not been "received" (as such terms are defined by Section 251(h)(6) of the DGCL) as of the Offer Expiration Time are excluded. The conditions to the Offer must be satisfied or waived (to the extent waiver is permitted under applicable law) on or prior to the Offer Expiration Time.

The conditions described above are in addition to, and not a limitation of, the rights and obligations of Parent and Purchaser to extend, terminate or modify the Offer pursuant to the terms of the Merger Agreement.

The conditions described above are for the sole benefit of Parent and Purchaser and, subject to applicable law, may be waived by Parent and Purchaser in whole or in part, at any time and from time to time in their sole discretion, except that Parent and Purchaser are not permitted to waive the Minimum Tender Condition or the Termination Condition, except, in the case of the Minimum Tender Condition, with the prior written consent of the Company. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances will not be deemed a waiver with respect to any other facts and circumstances and each such right will be deemed an ongoing right that may be asserted at any time and from time to time.

16. Certain Legal Matters; Regulatory Approvals

General

Except as described in this Section 16, Purchaser is not aware of any pending legal proceeding relating to the Offer. Except as described in this Section 16, based on its examination of publicly available information filed by the Company with the SEC and other publicly available information concerning the Company, Purchaser is not aware of any governmental license or regulatory permit that appears to be material to the Company's business that might be adversely affected by Purchaser's acquisition of Shares as contemplated herein or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser or Parent as contemplated herein. Should any such approval or other action be required, Purchaser currently contemplates that, except as described below under "State Takeover Statutes," such approval or other action will be sought. While Purchaser does not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to the Company's business, or certain parts of the Company's business might not have to be disposed of, any of which could cause Purchaser to elect to terminate the Offer without the purchase of Shares thereunder under certain conditions. See Section 15 — "Conditions of the Offer."

State Takeover Statutes

A number of states (including Delaware, where the Company is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of

corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

As a Delaware corporation, the Company has not opted out of Section 203 of the DGCL. In general, Section 203 of the DGCL would prevent an "interested stockholder" (generally defined in Section 203 of the DGCL as a person beneficially owning 15% or more of a corporation's voting stock and the affiliates and associates of any such person) from engaging in a "business combination" (as defined in Section 203 of the DGCL) with a Delaware corporation for three years following the time such person became an interested stockholder unless: (i) before such person became an interested stockholder, the board of directors of the corporation approved the transaction that resulted in the interested stockholder becoming an interested stockholder or approved the business combination; (ii) upon consummation of the transaction which resulted in the interested stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding for purposes of determining the number of shares of outstanding stock held by directors who are also officers and by employee stock plans that do not allow plan participants to determine confidentially whether to tender shares); or (iii) the business combination is (a) approved by the board of directors of the corporation and (b) authorized at a meeting of stockholders by the affirmative vote of the holders of at least 66 ⅔% of the outstanding voting stock of the corporation not owned by the interested stockholder. Neither we nor any of our respective affiliates is or has been during the past three years an "interested stockholder" of the Company as defined in Section 203 of the DGCL. Accordingly, the approval by the Company Board of the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, is sufficient to render the restrictions on business combinations contained in Section 203 of the DGCL inapplicable to the Offer and the Merger.

The Company has represented to us in the Merger Agreement that, as of the date of the Merger Agreement, no "fair price," "moratorium," "control share acquisition," "business combination" or other form of anti-takeover statute or regulation was applicable to the Merger Agreement, the Tender and Support Agreements, the Offer, the Merger or the other Transactions, and that the Company Board has taken all necessary actions so that the restrictions on business combinations set forth in Section 203 of the DGCL and any other similar applicable "anti-takeover" law will not be applicable to the Offer or the Merger. Purchaser reserves the right to challenge the validity or applicability of any state law allegedly applicable to the Offer, the Merger, the Merger Agreement or the transactions contemplated thereby, and nothing in this Offer to Purchase or any action taken in connection herewith is intended as a waiver of that right. In the event that it is asserted that one or more takeover statutes apply to the Offer or the Merger, and it is not determined by an appropriate court that such statute or statutes do not apply or are invalid as applied to the Offer, the Merger, or the Merger Agreement, as applicable, Purchaser may be required to file certain documents with, or receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 13 — "Conditions of the Offer."

The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. Other than Section 203 of the DGCL (as to which, as described above, the Company has taken necessary action to render the restrictions on business combinations contained therein inapplicable to the Offer and the Merger), we do not know whether any of these laws will, by their terms, apply to the Offer or the Merger and have not attempted to comply with any such laws. Should any person seek to apply any state takeover law, we will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event any person asserts that the takeover laws of any state are applicable to the Offer or the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, we may be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, we may be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer and the Merger. In such case, we may not be obligated to accept for payment any Shares tendered in the Offer. See Section 13 — "Conditions of the Offer."

Dissenters' Rights

No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Merger is completed pursuant to Section 251(h) of the DGCL, stockholders and beneficial owners whose Shares are not accepted for purchase pursuant to the Offer and who properly demand appraisal of their Shares pursuant to, and who comply in all respects with, Section 262 of the DGCL will have appraisal rights under Section 262 of the DGCL. If you choose to exercise your appraisal rights in connection with the Merger, you comply with the applicable legal requirements under the DGCL and you neither waive, withdraw nor otherwise lose your rights to appraisal under the DGCL, you will be entitled to payment in cash in an amount equal to the "fair value" of your Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) as determined by the Delaware Court of Chancery, together with interest, if any, to be paid upon the amount determined to be the fair value. This value may be the same as or more or less than the price that Purchaser is offering to pay you in the Offer and the Merger. Moreover, the Surviving Corporation may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of such Shares is less than the price paid in the Offer and the Merger.

Under Section 262 of the DGCL, where a merger is approved under Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the surviving corporation of the merger within ten days thereafter, will notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and will include in such notice a copy of Section 262 or information directing such holders to a publicly available electronic resource at which Section 262 of the DGCL may be accessed without subscription or cost. The Schedule 14D-9 constitutes the formal notice of appraisal rights under Section 262 of the DGCL. Any holder of Shares who wishes to exercise such appraisal rights or who wishes to preserve his, her or its right to do so should review the discussion of appraisal rights in the Schedule 14D-9 as well as Section 262 of the DGCL carefully because failure to timely and properly comply with the procedures of Section 262 of the DGCL may result in the loss of appraisal rights under the DGCL.

Because of the complexity of the procedures for exercising appraisal rights, any stockholder or beneficial owner wishing to exercise appraisal rights or to preserve the right to do so is urged to consult legal counsel.

As described more fully in the Schedule 14D-9, if a stockholder or beneficial owner elects to exercise appraisal rights under Section 262 of the DGCL and the Merger is consummated pursuant to Section 251(h) of the DGCL, such stockholder or beneficial owner must do all of the following:

- within the later of the consummation of the Offer, which will occur on the date on which Purchaser irrevocably accepts for purchase the Shares validly tendered in the Offer, and twenty days after the date of mailing of the notice of appraisal rights in the Schedule 14D-9, demand in writing the appraisal of such stockholder's or beneficial owner's Shares, which demand must be sent to the Company at the address indicated in the Schedule 14D-9 and reasonably inform the Company of the identity of the stockholder or beneficial owner and that the stockholder or beneficial owner is demanding appraisal for such Shares (and, in the case of a demand made by a beneficial owner, reasonably identify the holder of record of the shares for which the demand is made, be accompanied by documentary evidence of such beneficial owner's beneficial ownership of stock (such as a brokerage or securities account statement containing such information or a letter from the broker or other record holder of such shares confirming such information) and a statement that such documentary evidence is a true and correct copy of what it purports to be, and provide an address at which such beneficial owner consents to receive notices given by the Surviving Corporation under Section 262 of the DGCL and to be set forth on the Verified List (as defined in Section 262 of the DGCL));
- not tender (or, if tendered, not fail to withdraw prior to the Offer Expiration Time) such Shares in the Offer or otherwise vote in favor of or consent to the Merger; and
- continuously hold of record or beneficially own, as applicable, such Shares from the date on which the written demand for appraisal is made through the effective date of the Merger.

The foregoing summary of the rights of the Company's stockholders and beneficial owners of Shares to seek appraisal rights under Delaware law does not purport to be a complete statement of the procedures to be followed by stockholders or beneficial owners desiring to exercise appraisal rights and is qualified in its entirety by reference to Section 262 of the DGCL. The preservation and proper exercise of appraisal rights requires adherence to the applicable provisions of the DGCL. Failure to timely and properly comply with the procedures of Section 262 of the DGCL may result in the loss of appraisal rights. The Schedule 14D-9 contains information directing you to a publicly available electronic resource at which Section 262 of the DGCL may be accessed without subscription or cost.

Appraisal rights cannot be exercised at this time. The information provided above is for informational purposes only with respect to your alternatives if the Merger is completed. If you tender (and do not validly withdraw prior to the Offer Expiration Time) your Shares in the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, upon the terms and subject to the conditions to the Offer, you will receive the Offer Price for your Shares.

Antitrust Compliance

The Antitrust Division of the U.S. Department of Justice (the "Antitrust Division") and the Federal Trade Commission (the "FTC") may review the legality under the antitrust laws of the acquisition of Shares in the Offer; however, because the size of the Offer and Merger are below the thresholds for filing a pre-merger notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder (the "HSR Act"), no filing or waiting period requirements under the HSR Act apply. Nevertheless, at any time before or after Purchaser's acceptance for payment of Shares pursuant to the Offer, either the Antitrust Division or the FTC could take such action under the antitrust laws of the United States of America as it deems necessary to protect competition in the public interest, including seeking to enjoin the acquisition of Shares in the Offer or seeking divestiture of the Shares so acquired or divestiture of substantial assets of Parent or of its subsidiaries or affiliates or requiring other conduct relief. U.S. state attorneys general and private persons may also bring legal action under the antitrust laws of the United States of America seeking similar relief or seeking conditions to the consummation of the Offer. While Purchaser believes that the consummation of the Offer will not result in a violation of any applicable antitrust laws, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if such a challenge is made, what the result will be. If any such action is commenced by the FTC, the Antitrust Division or any state or any other person, Parent may not be obligated to consummate the Offer or the Merger.

The Company, Parent and Purchaser do not meet the filing thresholds of the EU Merger Regulation. However, the European Commission ("EC") may decide to examine the Offer and Merger if it receives a referral request from one or more European Union member state(s). The Injunction Condition requires, among other things, that there will not be any notification of a referral request under Article 22(2) of the EU Merger Regulation and the EC will not have decided to examine the Offer and Merger under Article 22(3) of the EU Merger Regulation, each of which would prevent or make unlawful the consummation of the Transactions while the standstill obligation is in effect.

17. Fees and Expenses

We have retained the Depositary and the Information Agent in connection with the Offer. Each of the Depositary and the Information Agent will receive customary compensation, reimbursement for reasonable out-of-pocket expenses and indemnification against certain liabilities in connection with the Offer, including liabilities under the United States federal securities laws.

As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, and other methods of electronic communication, and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, we will not pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust

companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

18. Miscellaneous

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other applicable laws of such jurisdiction. However, Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer comply with the laws of any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction in compliance with applicable laws. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Purchaser and Parent have filed with the SEC the Schedule TO (including exhibits) in accordance with the Exchange Act, furnishing certain additional information with respect to the Offer and may file amendments thereto. If the Offer is completed, Purchaser will file a final amendment to the Schedule TO reporting promptly the results of the Offer pursuant to Rule 14d-3 under the Exchange Act. A copy of the Schedule TO and any amendments thereto (including exhibits) may be examined and copies may be obtained from the SEC in the manner set forth in Section 7 — "Certain Information Concerning the Company — Available Information."

No person has been authorized to give any information or make any representation on behalf of Parent or Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, that information or representation must not be relied upon as having been authorized. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of Parent, Purchaser, the Company or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.

SCHEDULE I
INFORMATION RELATING TO PARENT, PURCHASER AND CERTAIN RELATED PARTIES

1. Purchaser

Camelot Merger Sub, Inc., a Delaware corporation ("Purchaser"), was formed on September 21, 2022, solely for the purpose of completing the proposed Offer and Merger and has conducted no business activities other than those related to the structuring and negotiation of the Offer and the Merger and arranging financing therefor. Purchaser is a direct, wholly owned subsidiary of Parent and has not engaged in any business except as contemplated by the Merger Agreement. The business address for Purchaser is: 121 Seaport Boulevard, Boston, Massachusetts 02210. The business telephone number for Purchaser is: (475) 230-2596.

Directors and Executive Officers of Purchaser

The name, position, business address, citizenship, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each of the directors and executive officers of Purchaser are set forth below. The business address of each such director and executive officer address is: 121 Seaport Boulevard, Boston, Massachusetts 02210. The business telephone number for Purchaser is: (475) 230-2596. All directors and executive officers listed below are citizens of the United States.

Name and Position	Present Principal Occupation or Employment and Employment History
David White *Treasurer and Director*	David White is the Treasurer of Parent and Assistant Treasurer for North America of AstraZeneca Pharmaceuticals LP, the primary U.S. operating subsidiary of AstraZeneca PLC ("Parent Holdco"). Mr. White is responsible for Treasury oversight for Parent Holdco's operating companies in North America. Mr. White also serves as the Treasurer of AstraZeneca Canada Inc. and as Secretary of the Investment Committee of Parent Holdco. Mr. White joined the predecessor company of Parent Holdco in 1974.
Kevin Durning *Assistant Treasurer and Director*	Kevin Durning has served as the U.S. Chief Financial Officer and Vice President, Finance (Interim) at Parent Holdco, responsible for finance and planning since April 2022. Mr. Durning served as Head of Business Planning and Analysis from 2021 to 2022, U.S. Controller from 2018 to 2021 and held various senior finance roles at Parent Holdco, including Executive Director of Pricing, Contracting and Government Reporting from 2014 to 2018. Mr. Durning is a member of the North America Governance Committee, U.S. Leadership Team and Chair of the Investment Committee of Parent Holdco. Mr. Durning joined Parent Holdco in 1999.
Mariam Koohdary *Secretary and Director*	Mariam Koohdary is the Deputy General Counsel for the BioPharmaceuticals Business Unit at Parent Holdco. Ms. Koohdary has led the global legal team responsible for managing global litigation since 2019. Ms. Koohdary has also held the positions of Deputy General Counsel for Litigation and for Product and Portfolio. Ms. Koohdary joined Parent Holdco in 2005.
Richard Kenny *Assistant Secretary*	Richard Kenny has served as a Senior Director, Corporate Legal at Parent Holdco since 2019. Mr. Kenny previously served as Assistant General Counsel of Parent Holdco. Mr. Kenny joined the predecessor company of Parent Holdco in 1993.
Theresa Rogler *Assistant Secretary*	Theresa Rogler has served as the Senior Manager, Tax at Parent Holdco since 2019. Ms. Rogler joined Parent Holdco in 2009.

Name and Position	Present Principal Occupation or Employment and Employment History
Keith Burns *Assistant Secretary*	Keith Burns has served as the Director of U.S. Tax Operations at Parent Holdco since 2015, responsible for all U.S. tax accounting and reporting functions, transfer pricing, federal compliance and audits, and state compliance and audits. Mr. Burns joined Parent Holdco in 2009.

2. Parent

Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), is the group within Parent Holdco focused on rare diseases, created following the 2021 acquisition of Parent. As a leader in rare diseases for nearly 30 years, Parent is focused on serving patients and families affected by rare diseases and devastating conditions through the discovery, development and commercialization of life-changing medicines. Parent focuses its research efforts on novel molecules and targets in the complement cascade and its development efforts on haematology, nephrology, neurology, metabolic disorders, cardiology and ophthalmology. The business telephone number for Parent is: (475) 230-2596. The business address for Parent is: 121 Seaport Boulevard, Boston, Massachusetts 02210.

Directors and Executive Officers of Parent

The name, position, business address, citizenship, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each of the directors and executive officers of Parent are set forth below. The business address of each such director and executive officer address is: 121 Seaport Boulevard, Boston, Massachusetts 02210. The business telephone number for Parent is: (475) 230-2596.

Name and Position	Present Principal Occupation or Employment and Employment History
Marc Dunoyer *Chief Executive Officer and Director*	Marc Dunoyer has served as the Chief Executive Officer of Parent since 2021. Mr. Dunoyer joined Parent Holdco in 2013 and has previously served as an Executive Director and the Chief Financial Officer of Parent Holdco from 2013 to 2021. Mr. Dunoyer is also a Director of Orchard Therapeutics Plc. Mr. Dunoyer is a citizen of France.
Sean Christie *Chief Financial and Administrative Officer and Director*	Sean Christie has served as the Chief Financial and Administration Officer of Parent since 2021. Mr. Christie joined Parent Holdco in 2001 and has held various senior finance roles, including Finance Vice President of Research and Development from 2018 to 2021 and Chief Financial Officer of China and Hong Kong from 2015 to 2018. He holds a Bachelor of Management Studies and Finance degree from University of Waikato. Mr. Christie is a citizen of New Zealand.
Kevin Durning *Director*	*See above*.
Ruud Dobber *Director*	Ruud Dobber has served as the Executive Vice President for the BioPharmaceuticals Business Unit at Parent Holdco since 2009, responsible for product strategy and commercial delivery for CVRM, Respiratory and Immunology, and Vaccines & Immune Therapies. Mr. Dobber joined Parent Holdco in 1997. Mr. Dobber has also served as a member of the board and executive committee of the European Federation of Pharmaceutical Industries and Associations. Mr. Dobber has served as a Non-Executive Director of the Board of Almirall S.A. since 2021. Mr. Dobber is a citizen of The Netherlands.

The Letter of Transmittal, certificates for Shares and any other required documents should be sent by each stockholder of the Company or such stockholder's broker, dealer, commercial bank, trust company or other nominee to the Depositary as follows:

The Depositary for the Offer is:

The Depositary for the Offer is:

Computershare

By Mail:	***By Overnight Courier:***
Computershare	Computershare
c/o Voluntary Corporate Actions	c/o Voluntary Corporate Actions
P.O. Box 43011	150 Royall Street, Suite V
Providence, RI 02940-3011	Canton, MA 02021

Notices of Guaranteed Delivery and notice of withdrawals can also be emailed to CANOTICEOFGUARANTEE@Computershare.com. Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

Other Information:

Questions or requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal, and the Notice of Guaranteed Delivery may be directed to the Information Agent at its location and telephone numbers set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

MACKENZIE PARTNERS, INC.

1407 Broadway
New York, New York 10018
(212) 929-5500
or
Call Toll-Free (800) 322-2885
Email: tenderoffer@mackenziepartners.com

Exhibit (a)(1)(B)

LETTER OF TRANSMITTAL
To Tender Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
a Delaware corporation
at
$2.07 PER SHARE
Pursuant to the Offer to Purchase
Dated October 18, 2022
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE FOLLOWING 11:59 P.M. (12:00 MIDNIGHT), NEW YORK CITY TIME, ON TUESDAY, NOVEMBER 15, 2022, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Depositary for the Offer is:

Computershare

By Mail:
Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:
Computershare
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to the Depositary (as defined below). If you are delivering via mail, you must sign this Letter of Transmittal in the appropriate space provided therefor below, with signature guaranteed, if required, and complete the Internal Revenue Service (the "IRS") Form W-9 included in this Letter of Transmittal, if required. Stockholders who are not United States persons should submit a properly completed and signed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8. Failure to provide the information on IRS Form W-9 or an appropriate IRS Form W-8, as applicable, may subject you to United States federal income tax backup withholding on any payments made to you pursuant to the Offer (as defined below). The instructions set forth in this Letter of Transmittal should be read carefully before you tender any of your Shares (as defined below) into the Offer (as defined below).

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on certificate(s)) (Attach additional signed list if necessary)	Shares Tendered			Total Number of Shares Tendered*
	Certificate Number(s)	Total Number of Shares Represented by Certificate(s)	Book Entry Shares Tendered	
	Total Shares			

* Unless otherwise indicated, it will be assumed that all Shares described in the chart above are being tendered. See Instruction 4.

The Offer is being made to all holders of the Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or

other valid laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

This Letter of Transmittal is to be used by stockholders of LogicBio Therapeutics, Inc. (the "Company") if certificates ("Certificates") for shares of common stock, par value $0.0001 per share, of the Company (the "Shares") are to be forwarded herewith or, unless an Agent's Message (as defined in Section 3 of the Offer to Purchase, dated October 18, 2022 (the "Offer to Purchase")) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by Computershare Trust Company, N.A. at The Depositary Trust Company ("DTC") (as described in Section 2 of the Offer to Purchase and pursuant to the procedures set forth in Section 3 thereof).

Stockholders whose Certificates are not immediately available, who cannot complete the procedure for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary on or prior to the Offer Expiration Time (as defined below) must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase in order to participate in the Offer. Shares tendered by the Notice of Guaranteed Delivery (as defined below) will be excluded from the calculation of the Minimum Tender Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary on or prior to the Offer Expiration Time. See Instruction 2. **Delivery of documents to DTC *does not* constitute delivery to the Depositary**.

Additional Information if Certificates Have Been Lost, Destroyed or Stolen, are Being Delivered by Book-Entry Transfer, or are Being Delivered Pursuant to a Previous Notice of Guaranteed Delivery.

If Certificates you are tendering with this Letter of Transmittal have been lost, stolen, destroyed or mutilated, you should contact Computershare Trust Company, N.A. in its capacity as transfer agent (the "Transfer Agent"), toll-free at 1-877-373-6374 regarding the requirements for replacement. You may be required to post a bond to secure against the risk that the Certificates may be subsequently recirculated. **You are urged to contact the Transfer Agent immediately in order to receive further instructions, for a determination of whether you will need to post a bond and to permit timely processing of this documentation. See Instruction 11**.

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED HEREWITH.

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Camelot Merger Sub, Inc. ("Purchaser"), a Delaware corporation, and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), the above described shares of common stock, par value $0.0001 per share (the "Shares"), of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company"), pursuant to Purchaser's offer to purchase each issued and outstanding Share that is validly tendered and not validly withdrawn, at a price of $2.07 per Share, to the seller in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions (including the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined in the Offer to Purchase (as defined below))) described in the Offer to Purchase, dated October 18, 2022 (the "Offer to Purchase"), and in this Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer"), receipt of which is hereby acknowledged.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares tendered herewith and not validly withdrawn as of the Offer Expiration Time (as defined in the Offer to Purchase) in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints Purchaser the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest in the Shares tendered by this Letter of Transmittal), to (a) deliver Certificates (as defined in the Offer to Purchase) for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by The Depositary Trust Company ("DTC") or otherwise held in book-entry form, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser, (b) present such Shares (and any and all Distributions) for transfer on the books of the Company and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message (as defined in Section 3 of the Offer to Purchase)), the undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to (a) vote at any annual or special meeting of Company stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, (b) execute any written consent concerning any matter as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to and (c) otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by Purchaser. This appointment will be effective if and when, and only to the extent that, Purchaser accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights with respect to such Shares (and any and all Distributions), including voting at any meeting of Company stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer any and all of the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good and unencumbered title to such Shares (and such Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by Computershare Trust Company, N.A. (the "Depositary") or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of Purchaser all Distributions in respect of any and all of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price the amount or value of such Distribution as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. DELIVERY WILL BE DEEMED EFFECTIVE AND RISK OF LOSS AND TITLE WILL PASS FROM THE OWNER ONLY WHEN RECEIVED BY THE DEPOSITARY. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment). The undersigned recognizes that under certain circumstances set forth in the Offer, Purchaser may not be required to accept for payment any Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," a check will be issued for the purchase price of all Shares purchased in the name(s) of, and, if appropriate, Certificates not tendered or accepted for payment will be returned to, the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," the check for the purchase price of all Shares purchased will be mailed to, and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned to, the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, the check for the purchase price of all Shares purchased will be issued in the name(s) of, and, if

appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," any Shares tendered herewith that are not accepted for payment will be credited by book-entry transfer by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned.

Issue check and/or Certificates to:

Name: _____
(Please Print)

Address: _____

_____
(Include Zip Code)

_____
(Taxpayer Identification No. (e.g., Social Security No.)) (Also complete, as appropriate, the IRS Form W-9 included below)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Certificates evidencing Shares not tendered or not accepted are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Certificates to:

Name: _____
(Please Print)

Address: _____

_____
(Include Zip Code)

IMPORTANT
STOCKHOLDER: YOU MUST SIGN BELOW
(U.S. Holders: Please complete and return the IRS Form W-9 included below)
(Non-U.S. Holders: Please obtain, complete and return the appropriate IRS Form W-8)

_____

(Signature(s) of Holder(s) of Shares)

Dated:

Name(s): _____

(Please Print)

Name(s): _____

(Please Print)

Capacity (full title) (See Instruction 5): _____

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Tax Identification No. (e.g., Social Security No.) (See IRS Form W-9 included below):

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. *Guarantee of Signatures*. No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Instruction, includes any participant in DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith, unless such registered holder has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"). In all other cases, including those referred to above, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender*. No alternative, conditional or contingent tenders will be accepted. In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal before the Offer Expiration Time (as defined in the Offer to Purchase).

For Shares held in book-entry form, either a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, or an Agent's Message in lieu of this Letter of Transmittal, and any other required documents, must be received by the Depositary at the appropriate address set forth on the front page of this Letter of Transmittal, and such Shares must be delivered according to the book-entry transfer procedures (as set forth in Section 3 of the Offer to Purchase) and a timely confirmation of a book-entry transfer of Shares into the Depositary's account at DTC (a "Book-Entry Confirmation") must be received by the Depositary, in each case before the Offer Expiration Time.

Stockholders whose Certificates are not immediately available, or who cannot complete the procedure for delivery by book-entry transfer prior to the Offer Expiration Time or who cannot deliver all other required documents to the Depositary prior to the Offer Expiration Time, may tender their Shares by properly completing and duly executing a notice of guaranteed delivery (a "Notice of Guaranteed Delivery") pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary by the Offer Expiration Time and (iii) Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with this Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of book-entry transfer of Shares, either this Letter of Transmittal or an Agent's Message in lieu of this Letter of Transmittal), and any other documents required by this Letter of Transmittal, must be received by the Depositary within two NASDAQ trading days (as defined in the Offer to Purchase) after the date of execution of such Notice of Guaranteed Delivery. A Notice of Guaranteed Delivery may be delivered by overnight courier or mailed or e-mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Purchaser. In the case of Shares held through DTC, the Notice of Guaranteed Delivery must be delivered to the Depositary by a participant by means of the confirmation system of DTC. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Tender Condition, unless such Shares and other required documents are received by the Depositary by the Offer Expiration Time.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering stockholder. Shares will be deemed delivered (and the risk of loss of Certificates will pass) only when actually received by the Depositary (including, in the case

of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No fractional Shares will be purchased. By executing this Letter of Transmittal, the tendering stockholder waives any right to receive any notice of the acceptance for payment of Shares.

3. *Inadequate Space*. If the space provided herein is inadequate, Certificate numbers, the number of Shares represented by such Certificates and/or the number of Shares tendered should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders who Tender by Book-Entry Transfer)*. If fewer than all the Shares represented by any Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Total Number of Shares Tendered." In such case, a new Certificate for the remainder of the Shares represented by the old Certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements*.

(a) *Exact Signatures*. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificates without alteration, enlargement or any change whatsoever.

(b) *Joint Holders*. If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

(c) *Different Names on Certificates*. If any of the Shares tendered hereby are registered in different names on different Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

(d) *Endorsements*. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such Certificates or stock powers must be guaranteed by an Eligible Institution.

(e) *Stock Powers*. If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, Certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificates for such Shares. Signature(s) on any such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1.

(f) *Evidence of Fiduciary or Representative Capacity*. If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other legal entity or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Depositary of the authority of such person so to act must be submitted. Proper evidence of authority includes a power of attorney, a letter of testamentary or a letter of appointment.

6. *Stock Transfer Taxes*. Except as otherwise provided in this Instruction 6, Purchaser or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include U.S. federal income taxes or withholding taxes). If, however, consideration is to be paid to, or if Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Certificate(s) for Share(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, Purchaser will not be responsible for any stock transfer or similar taxes (whether imposed on the registered holder(s) or such other person(s) or otherwise)

payable on account of the transfer to such other person(s) and no consideration shall be paid in respect of such Share(s) unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted.

7. *Special Payment and Delivery Instructions*. If a check is to be issued for the purchase price of any Shares tendered by this Letter of Transmittal in the name of, and, if appropriate, Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. *Tax Withholding*. Under U.S. federal income tax laws, the Depositary may be required to withhold as "backup withholding" a portion of any payments made to certain stockholders pursuant to the Offer. To avoid such backup withholding, a tendering stockholder that is a United States person (as defined in the instructions to IRS Form W-9), and, if applicable, each other U.S. payee, is required to (a) provide the Depositary with a correct Taxpayer Identification Number ("TIN") on Internal Revenue Service (the "IRS") Form W-9, which is included herein, and to certify, under penalty of perjury, that such number is correct and that such stockholder or payee is not subject to backup withholding of U.S. federal income tax or (b) otherwise establish a basis for exemption from backup withholding. Failure to provide the information on the IRS Form W-9 may subject the tendering stockholder or payee to backup withholding at the applicable rate (currently 24%), and such stockholder or payee may be subject to a penalty imposed by the IRS. See the enclosed IRS Form W-9 and the instructions therewith for additional information.

Certain United States persons (including, among others, corporations) may not be subject to backup withholding. Exempt stockholders or payees that are United States persons should furnish their TIN, check the appropriate box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depositary to avoid backup withholding. A stockholder or other payee that is not a United States person may qualify as an exempt recipient by providing the Depositary with a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8, signed under penalties of perjury, attesting to such stockholder or payee's foreign status or by otherwise establishing an exemption. An appropriate IRS Form W-8 may be obtained from the Depositary or the IRS website (https://www.irs.gov/forms-instructions).

Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS if eligibility is established and appropriate procedure is followed.

9. *Irregularities*. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination shall be final and binding on all parties. However, stockholders may challenge Purchaser's determinations in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of Parent, Purchaser, the Depositary, MacKenzie Partners, Inc. (the "Information Agent") or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

10. *Questions and Requests for Additional Copies*. The Information Agent may be contacted at the address and telephone number set forth on the last page of this Letter of Transmittal for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

11. *Lost, Stolen Destroyed or Mutilated Certificates*. If any Certificate has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify Computershare Trust Company, N.A. in its capacity as transfer agent (the "Transfer Agent") toll-free at 1-877-373-6374. The stockholder will then be instructed as to the steps that must be taken in order to replace such Certificates. You may be required to post a bond to secure against the risk that the Certificates(s) may be subsequently recirculated. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificates have been followed. **You are urged to contact the Transfer Agent immediately in order to receive further instructions and for a determination of whether you will need to post a bond and to permit timely processing of this documentation**. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed, mutilated or stolen Certificates have been followed.

Certificates evidencing tendered Shares, or a Book-Entry Confirmation into the Depositary's account at DTC, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (if utilized in lieu of this Letter of Transmittal in connection with a book-entry transfer), and any other documents required by this Letter of Transmittal, must be received before the Offer Expiration Time, or the tendering stockholder must comply with the procedures for guaranteed delivery.

The Depositary for the Offer is:

Computershare

By Mail:
Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:
Computershare
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

The Information Agent may be contacted at its address and telephone number listed below for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

The Information Agent for the Offer is:

MACKENZIE PARTNERS, INC.

1407 Broadway
New York, New York 10018
(212) 929-5500
or
Call Toll-Free (800) 322-2885
Email: tenderoffer@mackenziepartners.com

Exhibit (a)(1)(C)

NOTICE OF GUARANTEED DELIVERY
For Tender of Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
a Delaware corporation
at
$2.07 Per Share
Pursuant to the Offer to Purchase dated October 18, 2022
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE FOLLOWING 11:59 P.M. (12:00 MIDNIGHT), NEW YORK CITY TIME, ON TUESDAY, NOVEMBER 15, 2022, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "OFFER EXPIRATION TIME").

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if (a) certificates representing shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), are not immediately available, (b) the procedure for book-entry transfer cannot be completed prior to the Offer Expiration Time or (c) time will not permit all required documents to reach Computershare Trust Company, N.A. (the "Depositary") prior to the Offer Expiration Time. This Notice of Guaranteed Delivery may be delivered by overnight courier or mailed or e-mailed to the Depositary. See Section 3 of the Offer to Purchase (as defined below).

The Depositary for the Offer is:

Computershare

By Mail:
Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:
Computershare
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

Via Email: CANOTICEOFGUARANTEE@computershare.com

All questions on the Offer should be directed to the Information Agent listed in the Offer to Purchase.

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION (AS DEFINED IN SECTION 3 OF THE OFFER TO PURCHASE) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this Notice of Guaranteed Delivery must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal (as defined below) or an Agent's Message (as defined in Section 3 of the Offer to Purchase) and certificates for Shares (or Book-Entry Confirmation, as defined in Section 3 of the Offer to Purchase) to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Ladies and Gentlemen:

The undersigned hereby tenders to Camelot Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated October 18, 2022 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares specified below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Tender Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary by the Offer Expiration Time.

Number of Shares and Certificate No.(s):

(if available)

_____

_____

☐ Check here if Shares will be tendered by book-entry transfer.

Name of Tendering Institution: _____

DTC Account Number: _____

Dated: _____

Number of Record Holders:

_____

_____

(**Please type or print**)

Address(es): _____

(**Zip Code**)

Area Code and Tel. No.: _____

(**Daytime telephone number**)

Signature(s): _____

Notice of Guaranteed Delivery

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, an Eligible Institution, hereby (a) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the Securities Exchange Act of 1934, as amended, and (b) within two NASDAQ trading days (as defined in the Offer to Purchase) after the date hereof, (i) guarantees delivery to the Depositary, at one of its addresses set forth above, of certificates representing the Shares tendered hereby, in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal and any other documents required by the Letter of Transmittal or (ii) guarantees a Book-Entry Confirmation of the Shares tendered hereby into the Depositary's account at The Depository Trust Company (pursuant to the procedures set forth in Section 3 of the Offer to Purchase), together with a properly completed and duly executed Letter of Transmittal, or an Agent's Message in lieu of such Letter of Transmittal, and any other documents required by the Letter of Transmittal. Participants should notify the Depositary prior to covering through the submission of a physical security directly to the Depositary based on a guaranteed delivery that was submitted via the PSOP platform of The Depository Trust Company.

Name of Firm:	_____
Address:	_____
	(**Zip Code**)
	_____
Area Code and Telephone No.:	_____
	(**Authorised Signature**)
Name:	_____
	(**Please type or print**)
Title:	_____
Date:	_____

NOTE: DO NOT SEND CERTIFICATES REPRESENTING TENDERED SHARES WITH THIS NOTICE. CERTIFICATES REPRESENTING TENDERED SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Exhibit (a)(1)(D)

OFFER TO PURCHASE FOR CASH
Any and All Issued and Outstanding Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
a Delaware corporation
at
$2.07 Per Share
Pursuant to the Offer to Purchase dated October 18, 2022
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE FOLLOWING 11:59 P.M. (12:00 MIDNIGHT), NEW YORK CITY TIME, ON TUESDAY, NOVEMBER 15, 2022, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "OFFER EXPIRATION TIME").

October 18, 2022

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Camelot Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), to act as Information Agent in connection with the Purchaser's offer to purchase, subject to certain conditions, including the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined in the Offer to Purchase) any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, to the seller in cash, without interest (the "Offer Price"), less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated October 18, 2022 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

THE BOARD OF DIRECTORS OF THE COMPANY (THE "COMPANY BOARD"), AT A MEETING THEREOF DULY CALLED AND HELD, DULY ADOPTED BY UNANIMOUS VOTE RESOLUTIONS (WHICH HAVE NOT BEEN RESCINDED, MODIFIED OR WITHDRAWN IN ANY WAY) (A) DETERMINING THAT THE MERGER AGREEMENT (AS DEFINED BELOW) AND THE TRANSACTIONS CONTEMPLATED THEREBY (THE "TRANSACTIONS"), INCLUDING THE OFFER AND THE MERGER (AS DEFINED BELOW), ARE ADVISABLE, FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (B) APPROVING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, AND DECLARING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (C) AGREEING THAT THE MERGER SHALL BE EFFECTED UNDER SECTION 251(H) AND OTHER RELEVANT PROVISIONS OF THE DGCL (AS DEFINED BELOW) AND (D) RESOLVING TO RECOMMEND THAT THE HOLDERS OF SHARES ACCEPT THE OFFER AND TENDER THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

The Offer is not subject to any financing condition. The conditions to the Offer are described in Section 15 — "Conditions of the Offer" of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;

3. A Notice of Guaranteed Delivery to be used to accept the Offer if Shares and all other required documents cannot be delivered to Computershare Trust Company, N.A. (the "Depositary") by the expiration of the Offer or if the procedure for book-entry transfer cannot be completed by the expiration of the Offer (the "Notice of Guaranteed Delivery");

4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

5. The Company's Solicitation/Recommendation Statement on Schedule 14D-9, dated October 18, 2022.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022, unless the Offer is extended or earlier terminated. If at the otherwise scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all of the other Offer Conditions (as defined in the Offer to Purchase) (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will extend the Offer on one occasion for an additional period specified by the Company of up to ten business days.

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among the Company, Parent and Purchaser, pursuant to which, on the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company (the "Merger"), without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (as amended, the "DGCL"), with the Company continuing as the surviving corporation (the "Surviving Corporation") in the Merger and thereby becoming a wholly owned subsidiary of Parent. As a result of the Merger, each Share issued and outstanding immediately prior to the effective time of the Merger (the "effective time") (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case immediately prior to the effective time (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL) will be cancelled and converted into the right to receive the Offer Price in cash (without interest and less any applicable withholding taxes), which we refer to as the "Merger Consideration." Shares described in clauses (a), (b) and (c), which, in the case of clauses (b) and (c), will be automatically cancelled and retired and will cease to exists at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d) will entitle their holders only to the rights granted to them under Section 262 of the DGCL. **Following the Merger, the Company will cease to be a publicly traded company**.

THE COMPANY BOARD, AT A MEETING THEREOF DULY CALLED AND HELD, DULY ADOPTED BY UNANIMOUS VOTE RESOLUTIONS (WHICH HAVE NOT BEEN RESCINDED, MODIFIED OR WITHDRAWN IN ANY WAY) (A) DETERMINING THAT THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, ARE ADVISABLE, FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (B) APPROVING THE MERGER AGREEMENT AND THE

TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, AND DECLARING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (C) AGREEING THAT THE MERGER SHALL BE EFFECTED UNDER SECTION 251(H) AND OTHER RELEVANT PROVISIONS OF THE DGCL AND (D) RESOLVING TO RECOMMEND THAT THE HOLDERS OF SHARES ACCEPT THE OFFER AND TENDER THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

For Shares to be properly tendered pursuant to the Offer, (a) the share certificates or confirmation of receipt of such Shares under the procedure for book-entry transfer, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or, in the case of book-entry transfer, either such Letter of Transmittal or an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required in the Letter of Transmittal, must be timely received by the Depositary, or (b) the tendering stockholder must comply with the guaranteed delivery procedures, all in accordance with the Offer to Purchase and the Letter of Transmittal. You may gain some additional time by making use of the Notice of Guaranteed Delivery. **Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Tender Condition, unless such Shares and other required documents are received by the Depositary by the Offer Expiration Time**.

Except as set forth in the Offer to Purchase, Purchaser will not pay any fees or commissions to any broker or dealer or other person, other than to us, as the information agent, and Computershare Trust Company, N.A., as the Depositary, for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the address and telephone numbers set forth below.

Very truly yours,

MacKenzie Partners, Inc.

Nothing contained herein or in the enclosed documents shall render you the agent of Parent, Purchaser, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

The Information Agent for the Offer is:

1407 Broadway
New York, New York 10018
(212) 929-5508
or
Call Toll-Free (800) 322-2885
Email: tenderoffer@mackenziepartners.com

Exhibit (a)(1)(E)

OFFER TO PURCHASE FOR CASH
Any and All Issued and Outstanding Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
a Delaware corporation
at
$2.07 PER SHARE
Pursuant to the Offer to Purchase dated October 18, 2022
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE FOLLOWING 11:59 P.M. (12:00 MIDNIGHT), NEW YORK CITY TIME, ON TUESDAY, NOVEMBER 15, 2022, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "OFFER EXPIRATION TIME").

October 18, 2022

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated October 18, 2022 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer") in connection with the offer by Camelot Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), to purchase, subject to certain conditions, including the satisfaction of the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined in the Offer to Purchase) any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, to the seller in cash, without interest (the "Offer Price"), less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase.

THE BOARD OF DIRECTORS OF THE COMPANY (THE "COMPANY BOARD"), AT A MEETING THEREOF DULY CALLED AND HELD, DULY ADOPTED BY UNANIMOUS VOTE RESOLUTIONS (WHICH HAVE NOT BEEN RESCINDED, MODIFIED OR WITHDRAWN IN ANY WAY) (A) DETERMINING THAT THE MERGER AGREEMENT (AS DEFINED BELOW) AND THE TRANSACTIONS CONTEMPLATED THEREBY (THE "TRANSACTIONS"), INCLUDING THE OFFER AND THE MERGER (AS DEFINED BELOW), ARE ADVISABLE, FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (B) APPROVING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, AND DECLARING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (C) AGREEING THAT THE MERGER SHALL BE EFFECTED UNDER SECTION 251(H) AND OTHER RELEVANT PROVISIONS OF THE DGCL (AS DEFINED BELOW) AND (D) RESOLVING TO RECOMMEND THAT THE HOLDERS OF SHARES ACCEPT THE OFFER AND TENDER THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish for us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The Offer Price is $2.07 per Share, to you in cash, without interest, less any applicable withholding taxes.

2. The Offer is being made for any and all issued and outstanding Shares.

3. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that, on the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company (the "Merger"), without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (as amended, the "DGCL"), with the Company continuing as the surviving corporation in the Merger and thereby becoming a wholly owned subsidiary of Parent. As a result of the Merger, each Share issued and outstanding immediately prior to the effective time of the Merger (the "effective time") (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case, immediately prior to the effective time, (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL) will be cancelled and converted into the right to receive the Offer Price in cash (without interest and less any applicable withholding taxes), which we refer to as the "Merger Consideration." Shares described in clauses (a), (b) and (c) above will be automatically cancelled and retired and will cease to exist at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d) above will entitle their holders only to the rights granted to them under Section 262 of the DGCL.

4. The Offer and withdrawal rights will expire at one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022, unless the Offer is extended or earlier terminated in accordance with the Merger Agreement, in which event "Offer Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire.

5. The Offer is not subject to any financing condition. The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is subject to the conditions described in Section 15 — "Conditions of the Offer" of the Offer to Purchase. If at the otherwise scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all of the other Offer Conditions (as defined in the Offer to Purchase) (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will extend the Offer on one occasion for an additional period specified by the Company of up to ten business days, to permit the Minimum Tender Condition to be satisfied.

6. **The Company Board, at a meeting thereof duly called and held, duly adopted by unanimous vote, resolutions (which have not been rescinded, modified or withdrawn in any way) (a) determining that the Merger Agreement and the Transactions, including the Offer and the Merger, are advisable, fair to, and in the best interests of, the Company and the Company's stockholders, (b) approving the Merger Agreement and the Transactions, including the Offer and the Merger, and declaring the Merger Agreement and the Transactions, including the Offer and the Merger, advisable, fair to and in the best interests of the Company and the Company's stockholders, (c) agreeing that the Merger shall be effected under Section 251(h) and other relevant provisions of the DGCL and (d) resolving to recommend that the holders of Shares accept the Offer and tender their Shares to Purchaser pursuant to the Offer.**

7. Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company, N.A., as depositary and paying agent for the Offer, will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Offer Expiration Time.

The Offer is being made to all holders of Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be not in compliance with the securities, "blue sky" or other applicable laws of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to the holders of Shares in such state. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM
With Respect to the Offer to Purchase for Cash
Any and All Issued and Outstanding Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
a Delaware corporation
at
$2.07 Per Share
Pursuant to the Offer to Purchase, dated October 18, 2022
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated October 18, 2022 ("Offer to Purchase"), and the related Letter of Transmittal ("Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer"), in connection with the offer by Camelot Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), to purchase, subject to certain conditions, including the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined in the Offer to Purchase), any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, to the holder in cash, without interest (the "Offer Price"), less any applicable withholding taxes, upon the terms and subject to the conditions of the Offer.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on my behalf will be determined by Purchaser and such determination shall be final and binding.

ACCOUNT NUMBER:

NUMBER OF SHARES BEING TENDERED HEREBY: _____ SHARES*

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery by the Offer Expiration Time (as defined in the Offer to Purchase).

Dated:

_____
Signatures(s)

_____
Please Print Name(s)

Address(es): _____

(**Include Zip Code**)

Area Code and Tel. No.: _____

Tax Identification or
Social Security No _____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

Exhibit (a)(1)(F)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely pursuant to the Offer to Purchase, dated October 18, 2022 (as defined below) and the related Letter of Transmittal (as defined below), and any amendments, supplements or other modifications to such Offer to Purchase or Letter of Transmittal. Purchaser (as defined below) is not aware of any state where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares pursuant thereto, Purchaser will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, Purchaser cannot do so, Purchaser will not make the Offer to the holders of Shares in that state. Except as set forth above, the Offer is being made to all holders of Shares. In any jurisdiction where the securities, "blue sky" or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE
Any and All Issued and Outstanding Shares of Common Stock
of
LOGICBIO THERAPEUTICS, INC.
at
$2.07 Per Share
Pursuant to the Offer to Purchase dated October 18, 2022
by
CAMELOT MERGER SUB, INC.
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.

Camelot Merger Sub, Inc., a Delaware corporation ("Purchaser"), and a wholly owned subsidiary of Alexion Pharmaceuticals, Inc., a Delaware corporation ("Parent"), is offering to purchase, subject to certain conditions, including satisfaction of the Minimum Tender Condition, the Injunction Condition and the Key Employee Conditions (each as defined below), any and all of the issued and outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc., a Delaware corporation (the "Company" and such shares, the "Shares"), at a price of $2.07 per Share, to the seller in cash, without interest (the "Offer Price"), less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated October 18, 2022 (the "Offer to Purchase"), and in the related Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended, supplemented or otherwise modified from time to time, constitute the "Offer").

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of October 3, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that, on the same date as the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company (the "Merger"), without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (as amended, the "DGCL"), with the Company continuing as the surviving corporation (the "Surviving Corporation") in the Merger and thereby becoming a wholly owned subsidiary of Parent.

As a result of the Merger, each Share issued and outstanding immediately prior to the effective time of the Merger (the "effective time") (other than Shares (a) irrevocably accepted for purchase by Purchaser in the Offer, (b) owned by the Company (including as treasury stock) or owned by any direct or indirect wholly owned subsidiary of the Company, in each case immediately prior to the effective time, (c) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent or (d) held by holders who are entitled to demand appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their respective demands for appraisal of such Shares in the time and manner provided in Section 262

of the DGCL and, as of the effective time, have neither effectively withdrawn nor lost their rights to such appraisal and payment under the DGCL) will be cancelled and converted into the right to receive the Offer Price in cash (without interest and less any applicable withholding taxes), which we refer to as the "Merger Consideration." Shares described in clauses (a), (b) and (c) above will be automatically cancelled and retired and will cease to exist at the effective time and will not be exchangeable for the Merger Consideration. Shares described in clause (d) will entitle their holders only to the rights granted to them under Section 262 of the DGCL. Following the Merger, the Company will cease to be a publicly traded company. Under no circumstances will interest be paid on the Offer Price for the Shares, regardless of any extension of the Offer or any delay in making payment for the Shares.

Tendering stockholders who are record owners of their Shares and tender directly to Computershare Trust Company, N.A., as depositary and paying agent for the Offer (the "Depositary"), will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker or nominee should consult such institution as to whether it charges any service fees. Parent or Purchaser will pay all charges and expenses of the Depositary, and MacKenzie Partners, Inc., as information agent for the Offer (the "Information Agent"), incurred in connection with the Offer.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE FOLLOWING 11:59 P.M. (12:00 MIDNIGHT), NEW YORK CITY TIME, ON TUESDAY, NOVEMBER 15, 2022, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer is not subject to any financing condition. The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is conditioned upon the conditions set forth in Annex I of the Merger Agreement (the "Offer Conditions") including, among other things, (a) the Merger Agreement not having been terminated in accordance with its terms (the "Termination Condition"); (b) the accuracy of the Company's representations and warranties set forth in the Merger Agreement as of specified times, and the performance of the Company's covenants set forth in the Merger Agreement, in each case, to specified standards of materiality; (c) the absence of a Company Material Adverse Effect (as defined in the Merger Agreement); and (d) the satisfaction of:

- the Minimum Tender Condition;
- the Injunction Condition; and
- the Key Employee Conditions.

The "Minimum Tender Condition" requires that the number of Shares validly tendered and not validly withdrawn as of the Offer Expiration Time (as defined below), considered together with all other Shares (if any) otherwise beneficially owned by Parent or any of its wholly owned subsidiaries (including Purchaser) (but excluding the Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as defined by Section 251(h)(6) of the DGCL), represent one more than 50% of the total number of the outstanding Shares at the expiration of the Offer at one minute following 11:59 p.m. (12:00 midnight), New York City time, on Tuesday, November 15, 2022 (the "Offer Expiration Time," unless Purchaser will have extended the period during which the Offer is open in accordance with the Merger Agreement, in which event "Offer Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire). The "Injunction Condition" requires that there will not have been issued by any court of competent jurisdiction and remain in effect any temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated by the Merger Agreement (the "Transactions"), including the Offer and the Merger, or imposing a Burdensome Condition (as defined in the Merger Agreement) as a condition or consequence of consummating the Transactions (including any decision by the European Commission to examine the Transactions under Article 22(3) of the EU Merger Regulation, and any notification of a referral request under Article 22(2) of the EU Merger Regulation prior to such a decision having been made, each of which would prevent or make unlawful the consummation of the Transactions while the standstill obligation is in effect), nor will any applicable law or order promulgated, entered, enforced, enacted, issued or deemed applicable to the Transactions by any governmental entity of competent jurisdiction directly or indirectly prohibit, or make illegal, the consummation of the Transactions or impose a Burdensome Condition as a condition or consequence of

consummating the Transactions. The "Key Employee Conditions" require (a) that the Key Employee Offer Letter and the Restrictive Covenant Agreement of each Key Employee (each as defined in the Merger Agreement) will continue to be in full force and effect, and no breach nor repudiation by any such Key Employee shall have occurred or be imminent or threatened, and (b) each Key Employee to be an employee of the Company or any subsidiary of the Company immediately prior to the effective time of the Merger. The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is also subject to other Offer Conditions described in Section 15 — "Conditions of the Offer" of the Offer to Purchase.

THE BOARD OF DIRECTORS OF THE COMPANY (THE "COMPANY BOARD"), AT A MEETING THEREOF DULY CALLED AND HELD, DULY ADOPTED BY UNANIMOUS VOTE RESOLUTIONS (WHICH HAVE NOT BEEN RESCINDED, MODIFIED OR WITHDRAWN IN ANY WAY) (A) DETERMINING THAT THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, ARE ADVISABLE, FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (B) APPROVING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, AND DECLARING THE MERGER AGREEMENT AND THE TRANSACTIONS, INCLUDING THE OFFER AND THE MERGER, ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND THE COMPANY'S STOCKHOLDERS, (C) AGREEING THAT THE MERGER SHALL BE EFFECTED UNDER SECTION 251(H) AND OTHER RELEVANT PROVISIONS OF THE DGCL AND (D) RESOLVING TO RECOMMEND THAT THE HOLDERS OF SHARES ACCEPT THE OFFER AND TENDER THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

A more complete description of the reasons for the Company Board's approval of the Offer and the Merger is set forth in a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") that is being mailed to all the Company stockholders together with this Offer to Purchase and filed with the United States Securities and Exchange Commission (the "SEC"). Stockholders are encouraged to review the Schedule 14D-9 carefully and in its entirety.

Pursuant to the Merger Agreement, Purchaser may or will be required to extend the Offer beyond its initial Offer Expiration Time, but in no event will Purchaser be required or permitted to extend the Offer beyond 5:00 p.m. Eastern time April 2, 2023 (the "End Date"), except that such date may be extended by Parent, on the one hand, or the Company, on the other hand, by notice in writing to the other party thereto prior to the then-applicable End Date, to extend the End Date, no more than twice, by a period of ninety calendar days if on the then-applicable End Date all of the conditions to consummation of the Merger and the Offer Conditions (other than (x) those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer (including the Minimum Tender Condition) and (y) the Injunction Condition (solely with respect to an order, injunction or investigation relating to antitrust laws)), will have been satisfied or will be capable of being satisfied at such time, subject to certain other limitations in the Merger Agreement. Purchaser has agreed in the Merger Agreement that Purchaser will be required or permitted to extend the Offer from time to time in the following circumstances: (a) if, as of the scheduled Offer Expiration Time, any Offer Condition (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) is not satisfied and has not been waived, Purchaser may, in its discretion (and without the consent of the Company or any other person), extend the Offer on one or more occasions, for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; (b) Purchaser will (and Parent will cause Purchaser to) extend the Offer from time to time for, without the consent of the Company, (i) any period required by applicable law, any interpretation or position of the SEC, the staff thereof or the NASDAQ Global Market applicable to the Offer and (ii) periods of up to ten business days per extension, until the Injunction Condition (solely with respect to an order, injunction or investigation (relating to antitrust laws)) has been satisfied; (c) if, as of the scheduled Offer Expiration Time, any Offer Condition (other than the Minimum Tender Condition and those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer) is not satisfied and has not been waived, Purchaser will (and Parent will cause Purchaser to), at the written request of the Company, extend the Offer on one or more occasions for an additional period of up to ten business days per extension, to permit such Offer Condition to be satisfied; and (d) if, as of the scheduled Offer Expiration Time, the Minimum Tender Condition is not satisfied but all

other Offer Conditions (other than those Offer Conditions that by their terms are to be satisfied at the consummation of the Offer, but subject to such Offer Conditions being capable of being satisfied) have been satisfied or waived, at the written request of the Company, Purchaser will (and Parent will cause Purchaser to) extend the Offer on one occasion for an additional period specified by the Company of up to ten business days to permit the Minimum Tender Condition to be satisfied; provided, that in no event will Purchaser be required to extend the Offer beyond (x) the valid termination of the Merger Agreement in accordance with its terms or (y) the End Date.

The purpose of the Offer and the Merger is for Purchaser and Parent to acquire the entire equity interest in the Company. If the Offer is consummated, Purchaser will not seek the approval of the Company's remaining stockholders before effecting the Merger. Parent, Purchaser and the Company have elected to have the Merger Agreement and the Transactions governed by Section 251(h) of the DGCL and agreed that, subject to the satisfaction or waiver of certain conditions, the Merger will be effected at 8:00 a.m., Eastern Time, on the same date as the consummation of the Offer (unless otherwise agreed by the Company, Parent and Purchaser). Under Section 251(h) of the DGCL, the consummation of the Merger does not require a vote or action by written consent of the Company's stockholders. No appraisal rights are available in connection with the Offer. However, if Purchaser accepts Shares in the Offer and the Merger is completed, stockholders and beneficial owners of Shares may be entitled to appraisal rights in connection with the Merger if they do not tender Shares in the Offer and comply with the applicable procedures described under Section 262 of the DGCL. Such stockholders or beneficial owners will not be entitled to receive the Offer Price, but instead will be entitled to only those rights provided under Section 262 of the DGCL. Stockholders and beneficial owners of Shares must properly perfect their right to seek appraisal under the DGCL in connection with the Merger in order to exercise appraisal rights as further detailed in the Offer to Purchase.

Pursuant to the Merger Agreement, Parent and Purchaser expressly reserve the right (in their sole discretion) to (a) increase the Offer Price, (b) waive any Offer Condition (other than the Minimum Tender Condition and the Termination Condition) and (c) amend, modify or supplement any of the other terms or conditions of the Offer, prior to one minute after 11:59 p.m., New York City time, at the Offer Expiration Time, to the extent not inconsistent with the Merger Agreement; provided, that unless otherwise provided by the Merger Agreement, without the prior written consent of the Company, neither Parent nor Purchaser will (i) decrease the Offer Price, (ii) change the form of consideration payable in the Offer, (iii) decrease the number of the Shares sought to be purchased in the Offer, (iv) impose conditions or requirements to the Offer in addition to the Offer Conditions, (v) amend or modify any of the Offer Conditions in a manner that would adversely affect any holder of the Shares in any material respect or that would, individually or in the aggregate, reasonably be expected to prevent or delay beyond the End Date the consummation of the Offer or have any effect that, individually or in the aggregate with one or more effects, would prevent, materially impair or materially delay beyond the End Date the consummation by Parent or Purchaser of any of the Transactions (except to effect an extension of the Offer to the extent expressly permitted or required by the Merger Agreement), (vi) change or waive the Minimum Tender Condition, (vii) extend or otherwise change the Offer Expiration Time in a manner other than as required or permitted by the Merger Agreement or (viii) provide any "subsequent offering period" within the meaning of Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Offer may not be terminated or withdrawn prior to the Offer Expiration Time (or any rescheduled Offer Expiration Time) of the Offer, unless the Merger Agreement is terminated in accordance with the terms of the Merger Agreement.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, such announcement in the case of an extension to be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Offer Expiration Time.

For purposes of the Offer, as, if and when Purchaser gives oral or written notice to the Depositary of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for the tendering stockholders for purposes of receiving payments from us and transmitting such payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares**.

Notwithstanding any provision of the Merger Agreement to the contrary, Purchaser will pay for Shares tendered (and not validly withdrawn) pursuant to the Offer only after timely receipt by the Depositary of (a) certificates for such Shares ("Certificates") (or effective affidavits of loss in lieu thereof in accordance with the Merger Agreement) or a timely confirmation of the book-entry transfer of such Shares ("Book-Entry Confirmations") into the Depositary's account at the Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (c) any other documents as may be reasonably required by the Letter of Transmittal or any other customary documents required by the Depositary. Accordingly, tendering stockholders may be paid at different times depending upon when Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Offer Expiration Time. Thereafter, tenders of Shares are irrevocable, except that, pursuant to Section 14(d)(5) of the Exchange Act, they may also be withdrawn after Saturday, December 17, 2022, which is the 60th day after the date of the commencement of the Offer, unless such Shares have already been accepted for payment by Purchaser pursuant to the Offer and not validly withdrawn. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct that nominee to arrange for the withdrawal of your Shares. See "Introduction" and Section 4 — "Withdrawal Rights" of the Offer to Purchase.

For a withdrawal of Shares to be effective, a written (or, with respect to Eligible Institutions (as defined the Offer to Purchase), a facsimile transmission) notice of withdrawal must be timely received by the Depositary at the address set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3 — "Procedures for Tendering Shares" of the Offer to Purchase any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares. Withdrawals of tenders of Shares may not be rescinded and any Shares validly withdrawn will be deemed not validly tendered for purposes of the Offer. Withdrawn Shares may, however, be retendered by following the procedures for tendering Shares described in the Offer to Purchase at any time prior to the Offer Expiration Time.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by Purchaser in its sole and absolute discretion, which determination will be final and binding to the fullest extent permitted by law, subject to the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by Purchaser not to be in proper form or the acceptance for payment of or payment for which may, in Purchaser's opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of the Company, Parent, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto and any other documents related to the Offer) will be final and binding, subject to applicable law, the terms of the Merger Agreement and the rights of the tendering holders of Shares to challenge Purchaser's determination in a court of competent jurisdiction.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 under the Exchange Act, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to Purchase, Letter of Transmittal and other Offer-related materials to holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

In general, the receipt of cash by you in exchange for your Shares pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes. You are urged to consult your tax advisor about the particular tax consequences to you of tendering your Shares in the Offer or exchanging your Shares in the Merger in light of your particular circumstances (including the application and effect of any federal, state, local or non-U.S. laws). For a more complete description of the U.S. federal income tax consequences of tendering Shares pursuant to the Offer or exchanging Shares in the Merger, see the Offer to Purchase.

The Offer to Purchase, the Letter of Transmittal and the Schedule 14D-9 contain important information that should be read carefully before any decision is made with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth below. Requests for additional copies of the Offer to Purchase and the related Letter of Transmittal, the Notice of Guaranteed Delivery and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of the Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and other materials related to the Offer may be obtained at the website maintained by the SEC at www.sec.gov. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

The Information Agent for the Offer is:

1407 Broadway
New York, New York 10018
(212) 929-5500
or
Call Toll-Free (800) 322-2885
Email: tenderoffer@mackenziepartners.com

October 18, 2022

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is effective as of October 20, 2021 ("Effective Date"), between Alexion Pharmaceuticals, Inc., a Delaware Corporation with offices at 121 Seaport Boulevard, Boston, Massachusetts 02210 ("Alexion"), and LogicBio Therapeutics, Inc., a Delaware corporation with offices at 65 Hayden Avenue, Floor 2, Lexington, MA 02421 (the "Company"). Alexion and the Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

The Parties desire to exchange Confidential Information (as defined below) for the Purpose (as defined below) and desire that their respective Confidential Information be maintained in accordance with this Agreement. Therefore, the Parties agree as follows:

1. Definitions. As used in this Agreement:

1.1. "Affiliate" means, with respect to a Party, any person, corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means possession of the power to direct the management of such entity or person, whether through ownership of more than fifty percent (50%) of voting securities, by contract or otherwise.

1.2. "Confidential Information" means any and all information and/or data disclosed or made available on or after the Effective Date, to the Receiving Party by the Disclosing Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," and may include, without limitation, know-how, data, designs, plans, specifications, protocols, documents, trade secrets, ideas, concepts, products, processes, prototypes, formulas, works-in-progress, systems, technologies, manufacturing or marketing techniques, business or financial information; provided, however, that Confidential Information shall not include, and neither Party shall disclose to the other Party, any non-publicly disclosed chemical structures of its compounds or sequence information, including amino acid or nucleic acid sequences, of its proteins, molecules or other proprietary substances, unless such disclosure is requested in advance in writing by the Receiving Party and thereafter later agreed to in writing by both Parties, in which case such disclosed chemical structures and/or sequence information (as specifically indicated in any such subsequent writing) shall be deemed Confidential Information of the Disclosing Party under this Agreement.

For the avoidance of doubt, "Confidential Information" shall include (a) any memorandum, analysis, compilation, summary, interpretation, study, report or other document, record or material that is or has been prepared by or for the Receiving Party or any of its Representatives and that contains, reflects, interprets or is based directly or indirectly on any information of the type referred to in this definition; (b) the existence and terms of this Agreement, and the fact that information of the type referred to in this definition has been made available to the Receiving Party or its Representatives; and (c) the fact that discussions or negotiations are or may be taking place with respect to a possible transaction between the Parties and any details or proposed terms of any such transaction.

1.3. "Disclosing Party" means the Party (or its Affiliate) disclosing Confidential Information to the Receiving Party.

1.4. "Purpose" means to discuss, evaluate, negotiate and possibly enter into a business, collaborative, consultative or other relationship between Alexion (or one of its Affiliates) and the Company (or one of its Affiliates).

1.5. "Receiving Party" means the Party (or its Affiliate) receiving Confidential Information from the Disclosing Party.

1.6. "Representatives" means, with respect to a Party, such Party's Affiliates and its (and its Affiliates') respective directors, officers, partners, trustees, employees, personnel, consultants, professional advisors (including financial advisors, counsel and accountants), designees and other agents.

2. Obligations.

2.1. Nondisclosure of Confidential Information. Each Receiving Party agrees that it shall hold the Disclosing Party's Confidential Information in strict confidence and shall not disclose any of the Disclosing Party's Confidential Information to any third party, other than the Receiving Party's Representatives as permitted by Section 2.2 below, without the prior written consent of the Disclosing Party. Each Receiving Party agrees to use at least the same degree of care to prevent any unauthorized access, disclosure or publication of the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own valuable confidential information but in no event less than a reasonable degree of care.

2.2. Disclosures to Representatives. The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its Representatives who have a need to know such Confidential Information for the Purpose. All Representatives to whom the Confidential Information is disclosed shall be subject to legally binding confidentiality and nonuse restrictions that are at least as restrictive as the terms contained herein. Each Party, as a Receiving Party hereto, shall be responsible for the acts and omissions of its respective Representatives under this Agreement as if such acts and omissions were performed (or not performed) by the Receiving Party.

2.3. Restricted Use. Each Receiving Party shall use the Disclosing Party's Confidential Information solely for the Purpose. For the avoidance of doubt, neither Party shall use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or to reverse engineer, disassemble, decompile or design around the Disclosing Party's proprietary services, products and/or confidential intellectual property.

2.4. Privileged Material. Nothing in this Agreement obligates either Party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege. However, to the extent that any Confidential Information may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing, whether inadvertent or intentional, of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information provided by either Party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

3. Exceptions and Other Matters.

3.1. Exceptions. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include any information that:

(a) was generally known to the public at the time of disclosure or becomes generally known to the public other than through direct or indirect disclosure or any wrongful act on the part of the Receiving Party or any of its Representatives in breach of this Agreement;

(b) was already known to the Receiving Party or in the Receiving Party's possession on a non-confidential basis prior to its first disclosure by the Disclosing Party, as evidenced by contemporaneous written records;

(c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party unless such source was under a confidentiality obligation with respect to such information; or

(d) is independently developed by the Receiving Party, after the Effective Date, without the aid, application or use of the Disclosing Party's Confidential Information, in each case as evidenced by contemporaneous written records.

3.2 Partial Disclosures. Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of a Receiving Party merely because such specific aspects or details are encompassed by more general information in the public domain or in the possession of such Receiving Party.

3.3 Disclosures Required by Court Order or Governmental Authority. Notwithstanding anything in this Agreement to the contrary, a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law, rule, regulation, governmental or court order, pursuant to subpoena or other governmental authority, provided that the Receiving Party shall promptly inform the Disclosing Party in writing of such disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall reasonably cooperate with Disclosing Party in connection with the Disclosing Party's efforts to obtain any such order or other remedy. In the event that no such protective order or other remedy is obtained, the Receiving Party may furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel (including its internal legal counsel) that it is legally required to disclose. Any Confidential Information disclosed pursuant to this Section 3.3 shall remain the Confidential Information of the Disclosing Party, subject to the restrictions set forth in this Agreement.

3.4 No Representation or Warranty by Disclosing Party. The Disclosing Party makes no express or implied representation or warranty as to the accuracy, completeness or utility of its Confidential Information. THE RECEIVING PARTY ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY IS PROVIDED "AS IS," WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

3.5 No License Implied. Except for the right to use Confidential Information for the Purpose, no right, title, interest in or to, or license under, any of the Confidential Information is granted, or to be construed as being granted, by implication, estoppel or otherwise, to the Receiving Party by this Agreement.

3.6 Ownership; Return/Destruction. All Confidential Information and all materials containing Confidential Information that are delivered to the Receiving Party by the Disclosing Party or the Disclosing Party's Representatives under this Agreement are and remain the sole and exclusive property of the Disclosing Party. Upon written request of the Disclosing Party, the Receiving Party shall, at its own cost and expense, promptly destroy or return (at the Disclosing Party's election) to the Disclosing Party all such materials and destroy all copies of the foregoing or any portion thereof; provided, however, that Receiving Party may retain one (1) copy of the foregoing materials in a secure location for record-keeping purposes. Neither the Receiving Party nor any of its Representatives shall be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by their automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with its or their standard archiving and back-up procedures.

4. Term and Termination.

4.1. Term. The term of this Agreement during which Confidential Information may be disclosed by one Party to the other Party shall begin on the Effective Date and end one (1) year after the Effective Date, unless either Party terminates it earlier by providing written notice of termination to the other Party.

4.2. Survival. Each Receiving Party's obligations with respect to Confidential Information under Section 2 shall survive any termination or expiration of this Agreement and shall expire on the date that is five (5) years after the Effective Date; provided that for any Confidential Information that is identified in writing as a trade secret by the Disclosing Party at the time of first disclosure, the survival period shall last for as long as such Confidential Information qualifies as a trade secret under applicable federal, state and/or local law.

5. Company Acknowledgments.

5.1. Similar Technologies. Each Party acknowledges that the other Party may have present or future interests in technologies that are similar to, and in some instances may compete with, the other Party's present or future products, programs, technologies, services or processes, and each Party may have in its possession or may legally acquire in the future confidential information of its own or belonging to third parties relating to such technologies. **Nothing in this Agreement shall be construed as prohibiting or restricting** either **Party from (a) using such confidential information for any purpose** or (b) developing, acquiring, and/or marketing products, programs, technologies, services or processes, which are similar to, or competitive in any geographic area and in any form with, the other Party's present or future products, programs, technologies, services or processes; provided that, in each case, neither Party may disclose or use the other Party's Confidential Information in pursuing such activities.

5.2. Material Non-Public Information. Each Party acknowledges that it may become aware of material, nonpublic information concerning the other Party or its Affiliates. Each Party acknowledges that the securities laws of the United States and other applicable securities laws prohibit any person who possesses material, non-public information about a company from purchasing or selling securities of such company or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Accordingly, for so long as the Receiving Party holds material, nonpublic information concerning the Disclosing Party or its Affiliates, the Receiving Party agrees to take reasonable precautions to prevent any trading in the securities of the Disclosing Party, including by the Receiving Party's Affiliates and Representatives, while in possession of material, nonpublic information.

6. Miscellaneous.

6.1. No Future Obligations. Nothing in this Agreement shall be deemed to create any obligation on the part of either Party to continue discussions or to enter into any further agreement. Either Party may terminate discussions or negotiations at any time and for any reason (or for no reason).

6.2. Right to Disclose. Each Party hereby represents and warrants that it has the right to enter into this Agreement and disclose the Confidential Information pursuant to this Agreement and that it is not a party to any other agreement or under any obligation to any third party that would prevent it from entering into this Agreement or disclosing the Confidential Information hereunder.

6.3. Assignment. Neither this Agreement nor the obligations hereunder may be assigned or otherwise transferred by a Party without the prior written consent of the other Party. Any purported assigned or transfer in violation of this Section is void. This Agreement shall be binding upon the Parties and their respective heirs, successors and permitted assigns.

6.4. Governing Law. This Agreement and any disputes relating to or arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to any choice of law principle that would require the application of the law of another jurisdiction. Each Party hereby irrevocably and unconditionally consents to submit to the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits, or proceedings arising out of or relating to this Agreement or the Purpose.

6.5. Export Control Laws. The Receiving Party shall not export, directly or indirectly, any technical data or product acquired from the Disclosing Party under this Agreement to any country for which the U.S. government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

6.6. Notices. Each notice required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by a nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the Parties at the addresses indicated in the introductory paragraph of this Agreement, to the attention of the signatories below, with a copy to the General Counsel. Either Party may change its address by giving the other Party written notice, delivered in accordance with this Section.

6.7. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

6.8. Remedies. The Parties acknowledge that a breach of this Agreement may result in irreparable harm and damages to a Party in an amount difficult to ascertain and which cannot be adequately compensated by a monetary award. Accordingly, in addition to any of the relief to which any Party may be entitled under this Agreement, at law or in equity, such Party shall be entitled to seek temporary and permanent injunctive relief from any breach or threatened breach.

6.9. Amendments; Entire Agreement; Severability. This Agreement may only be amended by a writing signed by both Parties. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and any express or implied agreements, either oral or written, are superseded by the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any user, click-through or other similar agreement with respect to any electronic, online or web-based data room established by or for the Receiving Party in connection with the Purpose, the terms of this Agreement shall prevail and no such terms or conditions of use or confidentiality or non-disclosure provision required to be acknowledged to access any such on-line data room will be considered binding on the Receiving Party or any of its Representatives. If any one or more provisions of this Agreement is held invalid, illegal or unenforceable, such provision shall be modified or severed to the extent necessary to reflect the fullest legal and enforceable expression of the intent of the Parties.

6.10. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivered by electronic transmission in a portable document format (".pdf")), all of which taken together shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of a facsimile machine or electronic pdf transmission, shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as it if were the original signed version thereof delivered in person.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, Company and Alexion have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

LOGICBIO THERAPEUTICS, INC.

By: /s/ Michael Franken
Name: Michael Franken
Title: CBO

ALEXION PHARMACEUTICALS, INC.

By: /s/ Matthew Strout
Name: Matthew Strout
Title: Executive Director, BD

[Signature Page to Confidentiality Agreement]

FIRST AMENDMENT TO CONFIDENTIALITY AGREEMENT

THIS FIRST AMENDMENT TO CONFIDENTIALITY AGREEMENT (this "Amendment") is entered into and is effective as of July 22, 2022 (the "Amendment Effective Date"), by and between LogicBio Therapeutics, Inc., having its principal place of business at 65 Hayden Avenue, Floor 2, Lexington, MA 02421 (the "Company"), and Alexion Pharmaceuticals, Inc., located at 121 Seaport Boulevard, Boston, MA 02210 ("Alexion") together the "Parties," and each, a "Party."

WHEREAS, the Company and Alexion have entered into that certain Confidentiality Agreement effective as of October 20, 2021 (the "Agreement");

WHEREAS, the Parties agree that the Agreement has been continued through the date hereof; and

WHEREAS, the Parties desire to amend the Agreement, with effect as of the Amendment Effective Date, in order to facilitate the Purpose (as defined below).

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

1. Term and Termination. Article 4 of the Agreement is replaced in its entirety with the following: "4. Term and Termination.

"4. Term and Termination.

4.1. Term. The term of this Agreement shall begin on the Effective Date and end on July 22, 2024.

4.2. Survival. Each Receiving Party's obligations with respect to Confidential Information under Section 2 shall survive any termination or expiration of this Agreement and shall expire on the date that is three (3) years after the Effective Date; provided that for any Confidential Information that is identified in writing as a trade secret by the Disclosing Party at the time of first disclosure, the survival period shall last for as long as such Confidential Information qualifies as a trade secret under applicable federal, state and/or local law. Alexion's obligations under Sections 7 and 8 shall survive any termination or expiration of this Agreement for the period specified therein."

3. Governing Law. Section 6.4 of the Agreement is replaced in its entirety with the following:

"6.4 Governing Law. This Agreement and any disputes relating to or arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to any choice of law principle that would require the application of the law of another jurisdiction. Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Courts of Chancery of the State of Delaware (or, if under applicable law exclusive jurisdiction over such matters is vested in federal courts, any court of the United States of America located in the State of Delaware) (collectively, the "Delaware Courts") for any lawsuits, actions or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, action or other proceeding except in such courts. Each Party further agrees that service of any process, summons, notice or document by mail to the address set forth above shall be effective service of process for any lawsuit, action or other proceeding brought against such Party in any such court. Service made in such manner, to the fullest extent permitted by applicable law, shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. Nothing herein shall be deemed to limit or prohibit service of process by any other manner as may be permitted by applicable law. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any lawsuit, action or other proceeding arising out of or relating to this Agreement in the Delaware Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT, CLAIM OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IS EXPRESSLY AND IRREVOCABLY WAIVED."

4. Standstill. The Agreement is hereby amended to insert a new Section 7, which reads as follows:

"7. Standstill. In consideration of and as a condition to the Confidential Information being furnished to Alexion by the Company, Alexion hereby agrees that, without the prior written consent of the Board of Directors of the Company or except as expressly agreed to in writing by the Parties hereto, for a period of 12 months from July 22, 2022, Alexion will not, and will cause its Affiliates (including AstraZeneca plc and its Affiliates) not to, and will use its reasonable best efforts to cause Alexion's and its Affiliates' Representatives not to, acting alone or as part of a group, directly or indirectly:

(i) acquire, offer or agree to acquire, own or sell (or propose, agree or seek permission, to acquire, own or sell) or otherwise obtain an economic interest in, by purchase, sale or otherwise, any right to direct the voting or disposition of, or any other right with respect to, any securities of the Company (or any direct or indirect rights, options or other securities convertible into or exercisable or exchangeable for such securities or any obligations measured by the price or value of any shares of capital stock of the Company, including without limitation any swaps or other derivative arrangements ("Derivative Securities")), in each case, whether or not any of the foregoing may be obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions (whether or not within the control of such party) pursuant to any agreement, arrangement or understanding (whether or not in writing) and whether or not any of the foregoing would give rise to "beneficial ownership" (as defined under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), and, in each case, whether or not any of the foregoing is obtained by means of borrowing of securities or operation of any Derivative Security, or any significant portion of the assets, properties or indebtedness of the Company;

(ii) make or participate in any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents or undertakings to vote, or to seek to influence or control, in any manner whatsoever, the voting of any securities of the Company;

(iii) make any statement or proposal to the Board of Directors of the Company, the Company's Representatives or any of its stockholders with respect to, or make any public announcement with respect to, or solicit or submit a proposal or offer for, directly or indirectly, any merger, business combination, recapitalization, reorganization, asset purchase, tender offer, exchange offer or other similar extraordinary transaction involving the Company or any of its securities, assets or properties;

(iv) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act in connection with any of the foregoing;

(v) otherwise seek representation on or to influence or control, in any manner whatsoever, alone or in concert with others, the management, Board of Directors or policies of the Company;

(vi) make any proposal or disclose any intention, plan or arrangement inconsistent with any of the foregoing;

(vii) demand a copy of the Company's record of security holders, stock ledger list or any other books or records of the Company;

(viii) take any action that could reasonably be expected to require the Company or Alexion to make a public announcement regarding any of the events (or the possibility of any of the events) described in this Section 7;

(ix) contest the validity of this Agreement or make, initiate, take or participate in any demand, action (legal or otherwise) or proposal to amend, waive or terminate any provision of this Section 7;

(x) request the Company to amend or waive any provision of this Section 7 or make any public announcement with respect to the restrictions of this Section 7; or

(xi) advise, assist or encourage, or direct any person to advise, assist or encourage any other person, in connection with any of the foregoing.

Alexion hereby represents and warrants that, as of July 22, 2022, neither Alexion nor any of Alexion's subsidiaries or Affiliates (including AstraZeneca plc and its Affiliates) possess any economic interest, voting right or other right with respect to any security (including Derivative Securities) of the Company.

Notwithstanding anything to the contrary herein, Alexion shall be entitled to make confidential proposals to the Board of Directors of the Company (or any committee thereof) regarding any of the matters set forth in clauses (i) or (iii) of this Section 7, but only so long as such request or proposal would not reasonably be expected to require public disclosure by the Company or Alexion. Notwithstanding the foregoing, this Section 7 shall be of no further force and effect if (A) the Company enters into a definitive agreement with a person or "group" of persons involving the direct or indirect acquisition of 50% or more of the Company's outstanding equity securities or 50% or more of the Company's consolidated assets, other than in connection with an internal restructuring transaction involving only the Company, one or more of its subsidiaries and/or any holding company formed for the purpose of such transaction, including any spin-off transaction involving any division or operating segment of the Company, or (B) a tender or exchange offer is commenced that, if consummated, would result in 50% or more of the Company's outstanding equity securities being owned by persons other than the current holders of the Company's equity securities and the Board of Directors of the Company fails to recommend within ten (10) business days from the date of commencement of such offer that its stockholders reject such offer."

5. Non-Solicitation. The Agreement is hereby amended to insert a new Section 8, which reads as follows:

"8. Non-Solicitation. For a period of twelve months beginning on July 22, 2022, without the Company's prior written consent, neither you nor your Affiliates (including AstraZeneca plc and its Affiliates) will, directly or indirectly, solicit for purposes of employment, or hire, or enter into any employment or services contract with any employee of the Company (the "Restricted Individuals"), or solicit, induce or otherwise knowingly encourage any Restricted Individual to discontinue any employment relationship (contractual or otherwise) with the Company or any of its subsidiaries or Affiliates; provided that this paragraph shall not prohibit or otherwise restrict (i) the solicitation or general recruitment of employees of the Company through general advertising, employment agencies or other general solicitation not specifically targeted to the Restricted Individuals or (ii) the hiring of any employee of the Company (A) as a result of solicitation permitted by clause (i) above, or (B) whose employment has been terminated by the Company or who has not been employed by the Company for a period of six (6) months or more."

6. Miscellaneous. Except as expressly stated above, the Agreement remains in full force and effect in accordance with its terms. References in the Agreement to "this Agreement" shall mean the Agreement as amended hereby. This Amendment, together with the Agreement, set forth the entire agreement and understanding between the Parties as to the subject matter thereof and supersedes all prior agreements, whether written or oral, and any understandings in this respect. Except as specifically amended herein or in a previous or subsequent amendment, the terms of the Agreement shall remain the same. Capitalized terms contained herein and not defined shall have the meaning ascribed to them in the Agreement. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed one and the same agreement. A signed copy of this Amendment by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each Party has executed this Amendment by a duly authorized individual effective as of the Amendment Effective Date.

Alexion Pharmaceuticals, Inc.

By: /s/ Marc Dunoyer
Signature

Name: Marc Dunoyer

Title: Chief Executive Officer

LogicBio Therapeutics, Inc.

By: /s/ Frederic Chereau
Signature

Name: Frederic Chereau

Title: President and Chief Executive Officer

CONFIDENTIAL

August 30, 2022

Alexion Pharmaceuticals, Inc.
121 Seaport Boulevard
Boston, Massachusetts 02210

Re: Exclusivity Agreement

Ladies and Gentlemen,

This letter agreement, effective as of August 30, 2022 (the "Effective Date"), confirms our agreement with respect to the matters set forth below in connection with the non-binding revised proposal (the "Proposal"), dated August 25, 2022, from Alexion Pharmaceuticals, Inc. ("Alexion") with respect to a potential strategic transaction (the "Transaction") with LogicBio Therapeutics, Inc. ("LogicBio").

1. Exclusivity. During the period beginning on the Effective Date and ending on the earlier of (x) the entry of Alexion and LogicBio (each, a "Party") into a final definitive agreement regarding a strategic transaction between the Parties and (y) 11:59 p.m. (EST) on the 21st day immediately following the Effective Date (i.e. on September 20, 2022) (the "Exclusivity Period"), LogicBio hereby agrees not to, and to cause its controlled affiliates and its controlled affiliates' respective officers, directors, general partners, employees, consultants, accountants, investment bankers, financial advisors, counsel, agents and other representatives (collectively, "Representatives") not to (i) initiate contact with, solicit, encourage or disclose, directly or indirectly, any information concerning LogicBio to, (ii) afford any access to the personnel, offices, facilities, properties, books and records of LogicBio to, or (iii) enter into any discussion, negotiation, understanding, agreement or arrangement with, any person or entity (other than Alexion or its Representatives), in each case of clause (i) through (iii) above in connection with any Transaction Proposal. If, at the end of the Exclusivity Period, the Parties are working in good faith toward the execution of a definitive agreement between LogicBio and Alexion with respect to the Transaction, the Exclusivity Period shall be automatically extended to 11:59 p.m. (EST) on September 27, 2022. Notwithstanding the foregoing, nothing in this paragraph shall prohibit or limit LogicBio or its Representatives (a) in response to an unsolicited inquiry received during the Exclusivity Period, from indicating to any person or entity making such unsolicited inquiry that it is not permitted to respond to any Transaction Proposal or (b) complying with its obligations under federal and state securities and antitrust laws or the rules of NASDAQ. For purposes of this letter agreement, a "Transaction Proposal" means any inquiry, proposal, indication of interest or offer from any third party relating to, or that could reasonably be expected to lead to (A) a transaction or series of transactions pursuant to which any third party acquires or would acquire, directly or indirectly, beneficial ownership (as defined in Rule 13d-3 under the United States Securities Exchange Act of 1934, as amended) of more than 5% of the outstanding common stock or other equity securities of LogicBio (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 5% or more of the voting power of LogicBio, including pursuant to a stock purchase, merger, consolidation, tender offer, share exchange or similar transaction involving LogicBio, (B) any transaction pursuant to which any third party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding equity securities of subsidiaries of LogicBio and any entity surviving any merger or combination including any of them) of LogicBio or its subsidiaries representing 5% or more of the revenues, net income or assets (in each case, on a consolidated basis) of LogicBio and its subsidiaries taken as a whole, (C) other than transactions that have been publicly disclosed by LogicBio prior to the date hereof, any disposition of assets representing 5% or more of the revenues, net income or assets (in each case, on a consolidated basis) of LogicBio and its subsidiaries, taken as a whole, or (D) any other business combination or similar transaction (including by stock purchase, merger, consolidation, tender offer, share exchange or similar transaction) that would reasonably be expected to prevent or materially delay a potential transaction between the Parties. Except as permitted under the last sentence of this letter agreement, during the Exclusivity Period, LogicBio shall, and shall cause each of its Representatives to, immediately cease and suspend any existing activities, discussions or negotiations with any person (other than Alexion or its Representatives) conducted heretofore with respect to any Transaction Proposal. Promptly following its execution and delivery of this letter agreement, LogicBio shall use its reasonable best efforts to cause access to non-public information and documents with respect to LogicBio in connection with any Transaction Proposal to be restricted solely to Alexion, its Representatives or persons designated by Alexion. LogicBio hereby represents that neither it, nor any of its Representatives is currently bound by any other agreement relating to a Transaction Proposal and that the execution of this letter agreement does not and will not violate any agreement by which any such person is bound or to which any of their respective assets are subject.

2. Negotiation; Information. During the Exclusivity Period, (a) each Party shall (and shall cause their Representatives to) negotiate in good faith with respect to a Transaction and shall use their respective good faith efforts to negotiate a Transaction Agreement and publicly announce a Transaction at or prior to the conclusion of the Exclusivity Period and (b) LogicBio shall use good faith efforts to afford to Alexion and its Representatives reasonable access to information and materials regarding LogicBio and its subsidiaries and their respective businesses requested by Alexion in order to facilitate Alexion's evaluation of a Transaction.

3. No Obligation. Each Party understands and agrees that no contract or agreement providing for a Transaction between the parties shall be deemed to exist between the parties unless and until a definitive written agreement setting forth the terms, conditions and other provisions relating to a Transaction (a "Transaction Agreement") has been executed and delivered. For purposes of this Agreement, the term "Transaction Agreement" does not include an executed letter of intent, unless by its express terms it is said to be a binding letter of intent, or any other preliminary written agreement nor does it include any written or verbal acceptance of an offer or bid on the part of either Party.

4. Injunctive Relief. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that without prejudice to any rights or remedies at law or in equity otherwise available, either Party shall, if the other Party breaches any provision of this Agreement, be entitled to seek injunctive relief, specific performance or other appropriate equitable remedies for any such breach without posting any bond or similar security. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

5. Severability. The provisions of this Agreement shall be severable if any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED (BOTH AS TO VALIDITY AND PERFORMANCE) AND ENFORCED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH JURISDICTION. Each Party agrees that any suit or proceeding arising in respect of this Agreement will be tried exclusively in the courts of the State of Delaware or, if those courts do not have subject matter jurisdiction, in the United States District Court for the District of Delaware, and each Party irrevocably and unconditionally agrees to submit to the exclusive jurisdiction of, and to venue in, such courts.

7. Confidentiality. The Parties agree that this letter agreement and its contents are confidential and each Party agrees that neither it nor any of its Representatives will disclose to any other person the fact that this Agreement exists or the contents thereof; *provided, however,* that each Party may disclose such information to the extent such Party has received advice from its counsel that it is required to make such disclosure in order to avoid violating any law or regulation, including the federal securities laws.

8. Entire Agreement. This Agreement embodies the entire agreement of the parties relating to the subject matter hereof and may be waived, amended or modified only by an instrument in writing signed by the Party against which such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified.

9. Headings. The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning of provisions contained herein.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed an original and all such counterparts shall together constitute but one and the same instrument.

11. Assignment. This letter agreement (i) may not be assigned by either Party without the express written consent of the other Party, and (ii) may not be amended or modified except by an instrument in writing signed by each of the Parties.

[Signature Page Follows]

Please confirm your agreement with the foregoing by signing and returning to the undersigned a counterpart of this letter agreement.

Sincerely,

LOGICBIO THERAPEUTICS, INC.

By: /s/ Frederic Chereau
Name: Frederic Chereau
Title: President and Chief Executive Officer

Acknowledged and Agreed to as of the Effective Date:

ALEXION PHARMACEUTICALS, INC.

By: /s/ Marc Dunoyer
Name: Marc Dunoyer
Title: Chief Executive Officer

CONFIDENTIAL

AMENDMENT TO EXCLUSIVITY AGREEMENT

This Amendment to the Exclusivity Agreement (this "**Amendment**") is effective as of September 27, 2022, by and between LogicBio Therapeutics, Inc., a Delaware corporation ("**LogicBio**"), and Alexion Pharmaceuticals, Inc., a Delaware corporation ("**Alexion**").

RECITALS

A. Reference is made to that certain Exclusivity Agreement, dated August 30, 2022 (the "**Exclusivity Agreement**"), by and between the Parties. Capitalized terms used but not defined in this Amendment have the meanings given in the Exclusivity Agreement.

B. The Parties are working in good faith toward the execution of a definitive agreement regarding the Transaction.

C. The Exclusivity Period (as extended), as set forth in the Exclusivity Agreement, will terminate at 11:59 p.m. (EST) on September 27, 2022.

D. LogicBio desires to extend the Exclusivity Period with Alexion to afford the Parties additional time to complete negotiations with respect to the Transaction.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exclusivity Date Extension. The Parties acknowledge that they are continuing to negotiate the terms of the Transaction and desire to extend the Exclusivity Period to 11:59 p.m. (EST) on October 4, 2022, or such later date as may be agreed by the Parties in writing (email being sufficient) (the "**Extended Exclusivity Date**"). The Parties agree that the Exclusivity Period is hereby extended to the Extended Exclusivity Date, and that the Exclusivity Agreement is hereby amended accordingly. All references to the Exclusivity Period in the Exclusivity Agreement shall be references to such period as extended to the Extended Exclusivity Date hereby.

2. No Modification. Nothing in this Amendment shall modify any of the terms or conditions of the Exclusivity Agreement except for the extension of the Exclusivity Period, and the Exclusivity Agreement shall remain in full force and effect in accordance with its terms.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. Signatures to this Amendment transmitted by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each party has executed this Amendment as of the date first written above.

LOGICBIO THERAPEUTICS, INC.

By: /s/ Frederic Chereau
Name: Frederic Chereau
Title: President and Chief Executive Officer

ALEXION PHARMACEUTICALS, INC.

By: /s/ Marc Dunoyer
Name: Marc Dunoyer
Title: Chief Executive Officer

[*Signature Page to Amendment to Exclusivity Agreement*]

Frederic Chereau
VIA EMAIL

October 1, 2022

Dear Frederic,

As you know, LogicBio Therapeutics, Inc. (the "Company") is expected to become a subsidiary of Astrazeneca plc ("Astrazeneca") under an Agreement and Plan of Merger, by and among LogicBio, Alexion Pharmaceuticals ("Alexion"), and Camelot Merger Sub, Inc. (the "Merger Agreement", and the transactions set out in the Merger Agreement, the "Merger").

Astrazeneca is pleased to offer you employment with Alexion Astrazeneca Rare Disease in the role of SVP, Strategy and Business Development, reporting to the CEO of Alexion Astrazeneca Rare Disease.

If you accept this offer, this offer letter (this "Offer Letter") will supersede your employment agreement between the Company and you dated October 22, 2018 (your "Employment Agreement"), effective as of the Closing (as defined in the Merger Agreement) and your Employment Agreement will be of no further force and effect; provided that the Section 280G cutback provision in Section 10 of your Employment Agreement will continue to apply.

With effect from Closing, your annual base salary will be $558,500. Your annual base salary will be reviewed annually but will not be unilaterally reduced. The Remuneration Committee of Astrazeneca ("RemCo") has the discretion to operate a Global Bonus Plan each year. Your bonus opportunity under the Global Bonus Plan will be in the range of 0%-90% of your annual base salary (45% for on-target performance).

For the year of the Closing, your annual bonus payable under the Global Bonus Plan will be prorated to reflect the portion of the year following the Closing, if you receive a separate prorated portion of your annual bonus based on target performance for the portion of the year prior to the Closing under the Merger Agreement.

You will be eligible to receive a cash retention bonus equal to $322,025 (the "Retention Bonus"), which will be payable to you if you remain employed through the first anniversary of the Closing. The Retention Bonus will be paid within 30 days following the first anniversary of the Closing.

As described in the Merger Agreement, your underwater stock options will be cancelled for no consideration as of the Closing. The in-the-money value of your stock options as of the Closing will be converted to a combination of cash and restricted stock units (such cash and restricted stock units, the "Converted Awards"). Each such option will be converted into (1) an amount in cash equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested prior to November 2023 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price (as defined in the Merger Agreement) over the per share exercise of such option, payable in March 2023, subject to your continued employment through March 1, 2023, and (2) a restricted stock unit award with respect to a number of Astrazeneca ADS with a value (measured at Closing) equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested after October 2023 and prior to November 2025 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price over the per share exercise of such option, which will vest in two equal annual installments in November 2023 and November 2024, subject to your continuous employment through the applicable vesting date and (3) a restricted stock unit award with respect to a number of Astrazeneca ADS with a value (measured at Closing) equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested after October 2025 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price over the per share exercise of such option, which will vest in November 2025, subject to your continuous employment through the applicable vesting date.

The Converted Awards will accelerate automatically upon a Qualifying Termination (as defined herein).

New long term incentive ("LTI") awards are currently made to senior executives under the Astrazeneca Performance Share Plan (the "PSP"), and your award made in March 2023 will be under the PSP, but this may be reviewed by the RemCo from time to time for future years. Your PSP awards are subject to the achievement of performance measures that apply to all senior executives of Astrazeneca over each three-year performance period. At the end of the performance period, RemCo determines the extent to which the performance measures have been met, and so the percentage of the award that will vest. "On target" performance will result in 50% of your award vesting – this is known as the "expected value" of your award. The maximum possible payout is 100%. This is the "face value" of the award, and the amount you will see in your EquatePlus account until the award vests.

LTI Awards are made at the discretion of the RemCo and subject to the relevant plan rules and corresponding award agreements. Following Closing, we will make a recommendation to the RemCo to grant an LTI award to you in March 2023 and each following year with an expected value of 75% of your annual base salary. The face value of such award is 150% of your annual base salary.

As soon as practicable following Closing, subject to RemCo approval, you will also be granted a one-time special LTI award with a value of $418,875 under the Astrazeneca's Restricted Share Plan (the "RSP"). This award will vest on the second anniversary of the grant date subject to the rules of the RSP. For purposes of the RSP leaver provisions, your resignation for Good Reason (as defined herein) shall be treated as a redundancy.

Actual awards may be more or less than the figures noted above, depending on RemCo's decision.

The RSP and PSP plan rules are enclosed with this letter.

Your principal work location will be Alexion's offices in Boston and Lexington, Massachusetts.

From Closing, the Alexion Severance Plan will apply to you in the same way as it does to other US based employees of Alexion; provided that a termination of your employment by the Company without Cause (as defined in the Alexion Severance Plan) or by you for Good Reason (as defined below) will constitute a Qualifying Termination (as defined in the Alexion Severance Plan). The Summary Plan Document of the Alexion Severance Plan is available upon request.

For purposes of this Offer Letter, Good Reason is defined as:

· a material diminution of your title, authority, duties or responsibilities with Astrazeneca (subject to the paragraph below regarding changes in connection with the Merger);
· a material breach of the terms of this Offer Letter;
· any successor to Astrazeneca (whether pursuant to a change in control or otherwise) does not assume the terms of this Offer Letter; or
· a material reduction in your base salary as in effect immediately prior to such termination, unless Astrazeneca also similarly reduces the base salaries of all other similarly-situated employees of Astrazeneca.

Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (i) you have provided Astrazeneca or the successor company, within 30 days of the occurrence of the initial Good Reason event, written-notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (ii) Astrazeneca or the successor company fails to cure such condition within 30 days after receiving such written notice (the "Cure Period"), and (iii) your resignation based on such Good Reason is effective within 30 days after the expiration of the Cure Period.

By signing and returning this Offer Letter, you agree that neither the completion of the Merger nor any changes in your position, title, authority, duties, responsibility, or reporting relationship in connection with the completion of the Merger will entitle you to terminate your employment for Good Reason, as defined in your Employment Agreement or any other agreements with the Company, or for purposes of the Alexion Severance Plan, or to receive any severance benefits.

As a condition of this offer, you are required to sign a new Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement based on the Company's form for Massachusetts employees, which will replace your current version for California employees.

This Offer Letter will be void if the Merger Agreement is terminated pursuant to its terms.

On behalf of the entire Astrazeneca Board of Directors and Senior Executive Team, we greatly look forward to the opportunity to work with you. Please sign, date and return this Offer Letter by October 1, 2022.

Kind regards,

Marc Dunoyer
CEO, Alexion and Chief Strategy Officer,
AstraZeneca

Alexion
By:

/s/ Marc Dunoyer

Acknowledged and agreed:

/s/ Frederic Chereau
Frederic Chereau

October 1st, 2022

Mariana Nacht
VIA EMAIL

October 1, 2022

Dear Mariana,

As you know, LogicBio Therapeutics, Inc. (the "Company") is expected to become a subsidiary of Astrazeneca, plc ("Astrazeneca") under an Agreement and Plan of Merger, by and among LogicBio, Alexion Pharmaceuticals ("Alexion"), and Camelot Merger Sub, Inc. (the "Merger Agreement", and the transactions set out in the Merger Agreement, the "Merger").

Astrazeneca is pleased to offer you employment with Alexion Astrazeneca Rare Disease in the role of VP, Head of Genomic Medicine, R&D, reporting to the SVP of Alexion Astrazeneca Holdco Rare Disease, effective as of the Closing (as defined in the Merger Agreement).

If you accept this offer, this offer letter (this "Offer Letter") will supersede your employment agreement between the Company and you dated November 2, 2020 (your "Employment Agreement"), effective as of the Closing, and your Employment Agreement will be of no further force and effect; provided that the Section 280G cutback provision in Section 10 of your Employment Agreement will continue to apply.

With effect from Closing, your annual base salary will be $440,000. Your annual base salary will be reviewed annually but will not be unilaterally reduced. The Remuneration Committee of Astrazeneca ("RemCo") has the discretion to operate a Global Bonus Plan each year. Your bonus opportunity under the Global Bonus Plan will be in the range of 0%-90% of your annual base salary (45% for on-target performance).

For the year of the Closing, your annual bonus payable under the Global Bonus Plan will be prorated to reflect the portion of the year following the Closing, if you receive a separate prorated portion of your annual bonus based on target performance for the portion of the year prior to the Closing under the Merger Agreement.

You will be eligible to receive a cash retention bonus equal to $ 198,000 (the "Retention Bonus"), of which $66,000 (the "First Portion") will be payable within 30 days following the Closing if you remain employed through the Closing and $132,000 will be payable within 30 days following the first anniversary of the Closing if you remain employed through the first anniversary of the Closing. In the event that you resign from employment, on or prior to the first anniversary of the Closing date, other than for Good Reason (as defined below and subject to all the provisions herein) or are terminated for Cause (as defined in the Alexion Severance Plan), you will be required to repay the full amount of the First Portion net of any taxes withheld within 30 days following your termination of employment.

As described in the Merger Agreement, your underwater stock options will be cancelled for no consideration as of the Closing. The in-the- money value of your stock options as of the Closing will be converted to a combination of cash and restricted stock units (such cash and restricted stock units, the "Converted Awards"). Each such option will be converted into (1) an amount in cash equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested prior to November 2023 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price (as defined in the Merger Agreement) over the per share exercise of such option, payable in March 2023, subject to your continued employment through March 1, 2023, and (2) a restricted stock unit award with respect to a number of Astrazeneca ADS with a value (measured at Closing) equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested after October 2023 and prior to November 2025 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price over the per share exercise of such option, which will vest in two equal annual installments in November 2023 and November 2024, subject to your continuous employment through the applicable vesting date and (3) a restricted stock unit award with respect to a number of Astrazeneca ADS with a value (measured at Closing) equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested after October 2025 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price over the per share exercise of such option, which will vest in November 2025, subject to your continuous employment through the applicable vesting date.

The Converted Awards will accelerate automatically upon a Qualifying Termination (as defined herein).

Long term incentive ("LTI") awards are made at the discretion of the RemCo and subject to the relevant plan rules and corresponding award agreements. As soon as practicable following Closing, subject to RemCo approval, you will be granted a one-time special LTI award with a value of $330,000 under the Astrazeneca Restricted Share Plan (the "RSP"). This award will vest on the 18-month anniversary of the Closing subject to the rules of the RSP. For purposes of the RSP leaver provisions, your resignation for Good Reason (as defined herein) shall be treated as a redundancy.

Following Closing, we will make a recommendation to the RemCo to grant an LTI award to you in March 2023 with a value of $165,000 under the RSP. This award will vest on the 18-month anniversary of the Closing subject to the rules of the RSP.

In addition to the LTI Awards above, beginning in March 2024 and on an annual basis thereafter, subject to your continued employment with the Company, we will make a recommendation to the RemCo to grant an LTI award to you in each year with an expected grant value of 75% of your annual base salary. The face value of such award is 150% of your annual base salary. These LTI Awards are made to senior executives under the Astrazeneca Performance Share Plan ("PSP"), but this may be reviewed by the RemCo from time to time for future years. Any PSP awards are subject to the achievement of performance measures that apply to all senior executives of Parent Holdco over each three-year performance period. At the end of the performance period, RemCo determines the extent to which the performance measures have been met, and so the percentage of the award that will vest. "On target" performance will result in 50% of your award vesting – this is known as the "expected value" of your award. The maximum possible payout is 100%. This is the "face value" of the award, and the amount you will see in your EquatePlus account until the award vests.

Actual awards may be more or less than the figures noted above, depending on RemCo's decision.

The RSP plan rules are enclosed with this letter. For 2023, you will not be eligible to participate in the PSP.

Your principal work location will be Astrazeneca's offices in Lexington, Massachusetts.

From Closing, the Alexion Severance Plan will apply to you in the same way as it does to other US based employees of Alexion; provided that a termination of your employment by the Company without Cause (as defined in the Alexion Severance Plan) or by you for Good Reason (as defined below) will constitute a Qualifying Termination (as defined in the Alexion Severance Plan). The Summary Plan Document of the Alexion Severance Plan is available upon request.

For purposes of this Offer Letter, Good Reason is defined as:

· a material diminution of your title, authority, duties or responsibilities with Astrazeneca (subject to the paragraph below regarding changes in connection with the Merger);
· a material breach of the terms of this Offer Letter;
· any successor to Astrazeneca (whether pursuant to a change in control or otherwise) does not assume the terms of this Offer Letter; or
· a material reduction in your base salary as in effect immediately prior to such termination, unless Astrazeneca also similarly reduces the base salaries of all other similarly-situated employees of Astrazeneca.

Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (i) you have provided Astrazeneca or the successor company, within 30 days of the occurrence of the initial Good Reason event, written-notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (ii) Astrazeneca or the successor company fails to cure such condition within 30 days after receiving such written notice (the "Cure Period"), and (iii) your resignation based on such Good Reason is effective within 30 days after the expiration of the Cure Period.

By signing and returning this Offer Letter, you agree that neither the completion of the Merger nor any changes in your position, title, authority, duties, responsibility, or reporting relationship in connection with the completion of the Merger will entitle you to terminate your employment for Good Reason, as defined in your Employment Agreement, this Offer Letter, or any other agreements with the Company, or for purposes of the Alexion Severance Plan, or to receive any severance benefits.

For the avoidance of doubt, your voluntary resignation on or around the 18-month anniversary of the Closing will not constitute a Qualifying Termination.

The restrictive covenants set forth in the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement between you and the Company will remain in full force and effect following the Closing.

This Offer Letter will be void if the Merger Agreement is terminated pursuant to its terms.

On behalf of the entire Astrazeneca Board of Directors and Senior Executive Team, we greatly look forward to the opportunity to work with you. Please sign, date and return this Offer Letter by October 1, 2022.

Kind regards,

Marc Dunoyer
CEO, Alexion and Chief Strategy Officer,
AstraZeneca plc

Astrazeneca plc
By:

/s/ Marc Dunoyer

Acknowledged and agreed:

/s/ Mariana Nacht
Mariana Nacht

October 1, 2022
Date

Exhibit (d)(8)

Matthias Hebben
VIA EMAIL

October 1, 2022

Dear Matthias,

As you know, LogicBio Therapeutics, Inc. (the "Company") is expected to become a subsidiary of Astrazeneca plc ("Astrazeneca") under an Agreement and Plan of Merger, by and among LogicBio, Alexion Pharmaceuticals ("Alexion"), and Camelot Merger Sub, Inc. (the "Merger Agreement", and the transactions set out in the Merger Agreement, the "Merger").

Astrazeneca is pleased to offer you employment with Alexion Astrazeneca Rare Disease in the role of VP, Global Head of Technology Development Operations, reporting to the VP, Head of Genomic Medicine R&D of Alexion Astrazeneca Rare Disease, effective as of the Closing (as defined in the Merger Agreement).

If you accept this offer, this offer letter (this "Offer Letter") will supersede your employment agreement between the Company and you dated February 10, 2021 (your "Employment Agreement"), effective as of the Closing, and your Employment Agreement will be of no further force and effect; provided that the Section 280G cutback provision in Section 10 of your employment agreement will continue to apply.

With effect from Closing, your annual base salary will be $350,000. Your annual base salary will be reviewed annually but will not be unilaterally reduced. The Remuneration Committee of Astrazeneca ("RemCo") has the discretion to operate a Global Bonus Plan each year. Your bonus opportunity under the Global Bonus Plan will be in the range of 0%-90% of your annual base salary (45% for on-target performance).

For the year of the Closing, your annual bonus payable under the Global Bonus Plan will be prorated to reflect the portion of the year following the Closing, if you receive a separate prorated portion of your annual bonus based on target performance for the portion of the year prior to the Closing under the Merger Agreement.

You will be eligible to receive a cash retention bonus equal to $147,150 (the "Retention Bonus"), of which $49,050 (the "First Portion") will be payable within 30 days following the Closing if you remain employed through the Closing and $98,100 will be payable within 30 days following the first anniversary of the Closing if you remain employed through the first anniversary of the Closing. In the event that you resign from employment, on or prior to the first anniversary of the Closing, other than for Good Reason (as defined below and subject to all the provisions herein) or are terminated for Cause (as defined in the Alexion Severance Plan), you will be required to repay the full amount of the First Portion net of any taxes withheld within 30 days following your termination of employment.

As described in the Merger Agreement, your underwater stock options will be cancelled for no consideration as of the Closing. The in-the-money value of your stock options as of the Closing will be converted to a combination of cash and restricted stock units (such cash and restricted stock units, the "Converted Awards"). Each such option will be converted into (1) an amount in cash equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested prior to November 2023 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price (as defined in the Merger Agreement) over the per share exercise of such option, payable in March 2023, subject to your continued employment through March 1, 2023, and (2) a restricted stock unit award with respect to a number of Astrazeneca ADS with a value (measured at Closing) equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested after October 2023 and prior to November 2025 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price over the per share exercise of such option, which will vest in two equal annual installments in November 2023 and November 2024, subject to your continuous employment through the applicable vesting date and (3) a restricted stock unit award with respect to a number of Astrazeneca ADS with a value (measured at Closing) equal to the product of (i) the aggregate number of shares of Company common stock with respect to which such option would have vested after October 2025 pursuant to its terms as in effect prior to the Merger and (ii) the excess of the Offer Price over the per share exercise of such option, which will vest in November 2025, subject to your continuous employment through the applicable vesting date.

The Converted Awards will accelerate automatically upon a Qualifying Termination (as defined herein).

New long term incentive ("LTI") awards are currently made to senior executives under the Astrazeneca Performance Share Plan (the "PSP"), and your award made in March 2023 will be under the PSP, but this may be reviewed by the RemCo from time to time for future years. Your PSP awards are subject to the achievement of performance measures that apply to all senior executives of Astrazeneca over each three-year performance period. At the end of the performance period, RemCo determines the extent to which the performance measures have been met, and so the percentage of the award that will vest. "On target" performance will result in 50% of your award vesting – this is known as the "expected value" of your award. The maximum possible payout is 100%. This is the "face value" of the award, and the amount you will see in your EquatePlus account until the award vests.

LTI Awards are made at the discretion of the RemCo and subject to the relevant plan rules and corresponding award agreements. Following Closing, we will make a recommendation to the RemCo to grant an LTI award to you in March 2023 and each following year with an expected value of 60% of your annual base salary. The face value of such award is $120% of your annual base salary.

As soon as practicable following Closing, subject to RemCo approval, you will also be granted a one-time special LTI award with a value of $210,000 under the Astrazeneca's Restricted Share Plan (the "RSP"). This award will vest on the second anniversary of the grant date subject to the rules of the RSP. For purposes of the RSP leaver provisions, your resignation for Good Reason (as defined herein) shall be treated as a redundancy.

Actual awards may be more or less than the figures noted above, depending on RemCo's decision. The Company will pay a prorated portion of any LTI Awards described in this Offer Letter upon a Qualifying Termination (as defined herein).

The RSP and PSP plan rules are enclosed with this letter.

Your principal work location will be Alexion's offices in Lexington or Boston, Massachusetts.

From Closing, the Alexion Severance Plan will apply to you in the same way as it does to other US based employees of Alexion; provided that a termination of your employment by the Company without Cause (as defined in the Alexion Severance Plan) or by you for Good Reason (as defined below) will constitute a Qualifying Termination (as defined in the Alexion Severance Plan). The Summary Plan Document of the Alexion Severance Plan is available upon request.

For purposes of this Offer Letter, Good Reason is defined as:

- a material diminution of your title, authority, duties or responsibilities with Astrazeneca (subject to the paragraph below regarding changes in connection with the Merger);
- a material breach of the terms of this Offer Letter;
- any successor to Astrazeneca (whether pursuant to a change in control or otherwise) does not assume the terms of this Offer Letter; or
- a material reduction in your base salary as in effect immediately prior to such termination, unless Astrazeneca also similarly reduces the base salaries of all other similarly-situated employees of Astrazeneca.

Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (i) you have provided Astrazeneca or the successor company, within 30 days of the occurrence of the initial Good Reason event, written-notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (ii) Astrazeneca or the successor company fails to cure such condition within 30 days after receiving such written notice (the "Cure Period"), and (iii) your resignation based on such Good Reason is effective within 30 days after the expiration of the Cure Period.

By signing and returning this Offer Letter, you agree that neither the completion of the Merger nor any changes in your position, title, authority, duties, responsibility, or reporting relationship in connection with the completion of the Merger will entitle you to terminate your employment for Good Reason, as defined in your Employment Agreement, this Offer Letter or any other agreements with the Company, or for purposes of the Alexion Severance Plan, or to receive any severance benefits.

As a condition of this offer, you are required to sign a new Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement for Massachusetts employees that includes a six month post-termination noncompete.

This Offer Letter will be void if the Merger Agreement is terminated pursuant to its terms.

On behalf of the entire Astrazeneca Board of Directors and Senior Executive Team, we greatly look forward to the opportunity to work with you. Please sign, date and return this Offer Letter by October 1, 2022.

Kind regards,

Marc Dunoyer
CEO, Alexion and Chief Strategy Officer,
AstraZeneca

Alexion
By:

/s/ Marc Dunoyer

Acknowledged and agreed:

/s/ Matthias Hebben

October 1st 2022

LOGICBIO THERAPEUTICS, INC.

CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, RESTRICTED ACTIVITIES,
AND ARBITRATION AGREEMENT

As a condition of my employment with LogicBio Therapeutics, Inc. ("**LogicBio**"), its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, and in recognition of the fact that, as an employee of the Company, I will be granted access to the good will, trade secrets and other confidential information of the Company, and in exchange for other good and valuable consideration, including without limitation the stock option that will be granted to me, subject to the approval of the Company's Board of Directors, under the Company's 2018 Equity Incentive Plan on or after the date hereof, the sufficiency of which I hereby acknowledge, I agree to the following provisions of this LogicBio Therapeutics, Inc. Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement (this "**Agreement**"):

1. **AT-WILL EMPLOYMENT**

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY ME AND A DULY AUTHORIZED OFFICER OF LOGICBIO. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY.

2. **CONFIDENTIALITY**

A. *Definition of Confidential Information*. I understand that "**Company Confidential Information**" means any and all information of the Company that is not generally available to the public. Company Confidential Information includes both information disclosed by the Company (or any third party with whom the Company transacts business) to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know- how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law or in any way affects my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

B. *Nonuse and Nondisclosure*. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide written notice to the President, CEO, and General Counsel of LogicBio sufficient to allow the Company to seek a protective order or take other steps necessary to protect such Confidential Information. I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, the Company retains all Confidential Information as the sole property of LogicBio. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment. I understand that I cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, I understand that I may be held liable if I unlawfully access trade secrets by unauthorized means.

C. *Former Employer Confidential Information*. I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity that I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information*. I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment.

3. **OWNERSHIP**

A. *Assignment of Inventions*. As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company relating in any way to the business or research or development of LogicBio (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of LogicBio. I also agree to promptly make full written disclosure to LogicBio of any Inventions, and to deliver and assign and hereby irrevocably assign and agree to assign fully to LogicBio all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to LogicBio of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. I have attached hereto as **Exhibit A**, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on **Exhibit A**, they will not materially affect my ability to perform all obligations under this Agreement. I will inform LogicBio in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without LogicBio's prior written permission.

C. *Moral Rights*. Any assignment to LogicBio of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records*. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of LogicBio at all times.

E. *Further Assurances*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 3.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact*. I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to LogicBio in **Section 3.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. **CONFLICTING OBLIGATIONS**

A. *Current Obligations*. I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships*. Without limiting **Section 4.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity, and am not subject to any court order, that conflicts with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality, non-competition, non-solicitation or no-hire agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. **RETURN OF COMPANY MATERIALS**

Upon separation from employment with the Company, on the Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will promptly deliver to LogicBio, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 3.D**. I also consent to an exit interview to confirm my compliance with this **Section 5**.

6. **TERMINATION CERTIFICATION**

Upon separation from employment with the Company, upon the request of the Company, I agree to promptly sign and deliver to the Company the "Termination Certification" attached hereto as **Exhibit B**. I also agree to keep LogicBio advised of my home and business address as well as the names of my new employers for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. **NOTIFICATION OF NEW EMPLOYER**

In the event that I leave the employ of the Company, I agree to notify my new employer about my obligations under this Agreement and hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

8. **RESTRICTED ACTIVITIES**

A. *Non-Competition as an Employee*. While I am employed by the Company (other than in connection with the proper performance of my duties and responsibilities to the Company during the term of my employment), I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio at any time during my employment with LogicBio.

B. *Post Termination Non-Competition Restrictions*. During the six-month period immediately following termination of my employment for any reason except a termination due to layoff or termination by the Company without Cause (as defined below) (the "**Post Termination Non-Competition Period**"), and subject to **Section 8.E** (Post Termination Non-Competition Compensation) and **Section 8.F** (Waiver of Post Termination Non-Competition) below, I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio during the last two (2) years of my employment (i) in any geographic area in which the Company conducts the Restricted Business or (ii) in any geographic area in which I provided services on behalf of LogicBio or had a material presence or influence (the "**Post Termination Non-Competition Restrictions**"). For the purposes of this Agreement, the term "**Restricted Business**" shall mean any person or entity engaged in the research, development, manufacture and/or commercialization of products that utilize gene therapy or genome editing technologies for use in therapeutic indications (i.e., the target disease or patient population) the Company is actively pursuing at any time during my employment or, with respect to Post Termination Non-Competition Period, has pursued within the last year of my employment and which the Board of Directors of the Company has not affirmatively elected to no longer pursue. For the purposes of this Agreement, the term "**Cause**" has the meaning as set forth in that certain Offer Letter by and between Alexion Astrazeneca Rare Disease and me dated on or about the date of this Agreement (referencing such term as defined in the Alexion Severance Plan).

C. *Non-Solicitation of Customers and Other Business Partners*. While I am employed by the Company and during the one-year period immediately following termination of my employment, regardless of the reason therefore (in the aggregate, the "**Non-Solicit Period**"), I agree that I will not directly or indirectly (a) solicit or encourage any customer, client, vendor, supplier or other business partner of the Company to terminate or diminish its relationship with them; or (b) seek to persuade any such customer, client, vendor, supplier or other business partner, or any prospective customer, client, vendor, supplier or other business partner of the Company, to conduct with anyone else any business or activity which such customer, client, vendor, supplier or other business partner conducts or could conduct, or such prospective customer, client, vendor, supplier or other business partner could conduct, with the Company; provided, however, that these restrictions shall apply (y) only with respect to those persons or entities who are or have been a customer, client, vendor, supplier or other business partner of the Company at any time within the two-year period immediately preceding the activity restricted by this **Section 8.C** or whose business has been solicited on behalf of the Company by any of their officers, employees or agents within such two-year period, other than by form letter, blanket mailing or published advertisement, and (z) only if I have performed work for such person or entity during my employment with the Company or been introduced to, or otherwise had contact with, such person or entity as a result of my employment or other associations with the Company or have had access to Company Confidential Information or Associated Third Party Confidential Information which would assist in my solicitation of such person or entity.

D. *Non-Solicitation of Employees*. During the Non-Solicit Period, I agree that I will not, and will not assist any other person or entity to (a) hire or solicit for hiring any employee of the Company or seek to persuade any employee of the Company to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company to terminate or diminish its relationship with them. For the purposes of this Agreement, an "**employee**" or an "**independent contractor**" of the Company is any person or entity who was such at any time within the two-year period immediately preceding the activity restricted by this **Section 8.D**.

E. *Post Termination Non-Competition Compensation*. In the event that the Company does not waive my Post Termination Non-Competition Restrictions in accordance with **Section 8.F** below, I will be eligible to receive the Non-Competition Compensation during the Post Termination Non-Competition Period, which shall be an amount equal to fifty percent (50%) of my monthly base salary in effect immediately prior to my termination, payable to me by the Company in equal monthly installments beginning no later than the date that is within 30 days of my termination date; provided, however, that the Non-Competition Compensation shall be subject to Offset as set forth in **Section 8.G**. I acknowledge and agree that the Non-Competition Compensation is mutually-agreed upon consideration for the **Post Termination Non-Competition Restrictions** and is subject to all applicable federal, state and local withholding, payroll and other taxes. In the event that the I breach **Section 8.B** of this Agreement, the Non-Competition Compensation paid under this **Section 8.E** shall immediately terminate, and the Company shall have no further obligations to me with respect thereto; provided, however, that any such termination of Non- Competition Compensation shall have no effect on my non-competition obligation hereunder or the Company's right to enforce my non-competition obligation. I further acknowledge and agree that, in the event I have breached my contractual obligations, fiduciary duty to the Company or if I have unlawfully taken, physically or electronically, property belonging to the Company, the Post Termination Non-Competition Period shall be extended to twenty-four (24) months following my termination date, and the Company shall not be required to provide any further consideration beyond the Non-Competition Compensation set forth herein.

F. *Company's Right to Waive Post Termination Non-Competition*. The Company shall have no obligation to pay me any Post Termination Non-Competition Compensation set forth in **Section 8.E** if within ten (10) business days after the effective date of the termination of my employment with the Company, the Company provides a waiver of its right to enforce my Post Termination Non-Competition Restrictions in **Section 8.B**.

G. *Offset*. Any compensation paid to me under **Section 8.E** shall be reduced by any cash severance I receive from LogicBio, including pursuant to the terms of any separation agreement, during the Post Termination Non-Competition Period. Furthermore, in addition to any other remedies that may be available, any compensation paid to me under **Section 8.E** in excess of the cash severance (if any) paid to me pursuant to a separation agreement shall be reduced by any cash compensation I receive from another employer or other entity, whether as an employee, consultant or otherwise, should such employment, consultancy or other provision of service be in violation of **Section 8.B** of this Agreement. I agree promptly to respond to any reasonable inquiries concerning my professional activities. If the Company overpays, I promptly shall return any such overpayments to the Company and/or I hereby authorize the Company to deduct any such overpayments from future amounts. The Company will not seek to recover amounts that were already paid to me under this Agreement prior to the date that I began earning such compensation from a different employer or entity.

9. **CONFLICT OF INTEREST GUIDELINES**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as **Exhibit C** hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

10. **REPRESENTATIONS**

Without limiting my obligations under **Section 3.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. **AUDIT**

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non- licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use to conduct the business of the Company. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

12. **ARBITRATION AND EQUITABLE RELIEF**

A. *Arbitration*. IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE COMPANY, SHALL BE SUBJECT TO BINDING ARBITRATION. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE IMMIGRATION REFORM AND CONTROL ACT, THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (*"USERRA"*), 42 U.S.C.§ 1981, THE EQUAL PAY ACT, AND THE FOLLOWING MASSACHUSETTS LAWS: THE WAGE PAYMENT ACT (M.G.L. C. 149, § 148), THE MINIMUM FAIR WAGES ACT, THE FAIR EMPLOYMENT PRACTICES ACT (M.G.L. C. 151B), THE PARENTAL LEAVE ACT (M.G.L. C. 149, § 105D), THE SMALL NECESSITIES LEAVE ACT (M.G.L. C. 149, § 52D), THE EARNED SICK TIME LAW (M.G.L. C. 149, § 148C), THE DOMESTIC VIOLENCE LEAVE ACT (M.G.L. C. 149, § 59E), THE CIVIL RIGHTS ACT (M.G.L. C. 12, § 11H ET SEQ.), THE EQUAL RIGHTS ACT (M.G.L. C. 93, § 102 ET SEQ.), THE EQUAL PAY ACT (M.G.L. C. 149, § 105A ET SEQ.), THE LAW AGAINST SEXUAL HARASSMENT (M.G.L. C. 214, § 1C ET SEQ.), THE LAW AGAINST RETALIATION (M.G.L. C. 19C, § 11. ET SEQ.), AND/OR ANY APPLICABLE OR EQUIVALENT STATE OR LOCAL LAWS, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS.** NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME, EXCEPT AS SET FORTH IN SUBSECTION C BELOW.

B. *Procedure*. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"). I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION AND SHALL HAVE THE AUTHORITY TO MAKE APPROPRIATE RULINGS TO SAFEGUARD THAT CONFIDENTIALITY, *UNLESS THE PARTIES AGREE OTHERWISE OR THE LAW PROVIDES TO THE CONTRARY.* I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE. THE COMPANY AND I AGREE THAT THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR OTHERWISE SHALL APPLY THE SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN MIDDLESEX COUNTY, MASSACHUSETTS. ANY CLAIM OR DISPUTE MUST BE BROUGHT TO ARBITRATION WITHIN THE TIME PERIOD REQUIRED TO FILE SUCH CLAIM OR DISPUTE IN COURT.

C. *Remedies*. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

NOTWITHSTANDING THIS AGREEMENT TO ARBITRATE, THE COMPANY AND I AGREE THAT (1) EITHER PARTY MAY SEEK PROVISIONAL REMEDIES SUCH AS A TEMPORARY RESTRAINING ORDER OR A PRELIMINARY INJUNCTION FROM A COURT OF COMPETENT JURISDICTION TO PREVENT IRREPARABLE HARM AND/OR IN AID OF ARBITRATION, INCLUDING, FOR EXAMPLE, PROVISIONAL REMEDIES TO ENFORCE THE RESTRICTIVE COVENANTS SET FORTH IN **SECTION 8** HEREOF, AND (2) ALL CIVIL ACTIONS RELATING TO MY POST TERMINATION NON- COMPETITION RESTRICTIONS SHALL BE COMMENCED AND MAINTAINED IN SUFFOLK SUPERIOR COURT IN BOSTON.

D. *Administrative Relief*. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

E. *No Class Actions or Arbitrations*. I AGREE THAT THE ARBITRATOR MAY ONLY HEAR INDIVIDUAL CLAIMS AND WILL NOT HAVE THE AUTHORITY: (I) TO CONSOLIDATE THE CLAIMS OF OTHER EMPLOYEES; (II) TO FASHION A PROCEEDING AS A CLASS OR COLLECTIVE ACTION; AND/OR (III) TO AWARD RELIEF TO A GROUP OR CLASS OF EMPLOYEES IN ONE ARBITRATION PROCEEDING. **IN OTHER WORDS, I UNDERSTAND THAT I MUST PURSUE ALL CLAIMS SUBJECT TO ARBITRATION AS AN INDIVIDUAL AND MAY NOT PURSUE SUCH CLAIMS AS PART OF A CLASS.** I REPRESENT, AGREE, AND ACKNOWLEDGE THAT I WILL BE ABLE TO EFFECTIVELY PURSUE MY RIGHTS AND ANY AND ALL CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION ACCORDING THE TERMS OF THIS AGREEMENT.

F. *Voluntary Nature of Agreement*. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL AND MY RIGHT TO PURSUE CLASS OR COLLECTIVE ACTION AGAINST THE COMPANY IN CONNECTION WITH OF ANY AND ALL PRESENT OR FUTURE CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT TO ARBITRATE.*** FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

13. **MISCELLANEOUS**

A. *Governing Law; Consent to Personal Jurisdiction*. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to Massachusetts's conflicts of law rules that may result in the application of the laws of any jurisdiction other than Massachusetts, provided, however, that the parties agree that the agreement to arbitrate in **Section 12** will be governed by the Federal Arbitration Act. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Massachusetts for any lawsuit filed against me by the Company, and provided further that, any civil action relating to my Post Termination Non-Competition Restrictions in **Section 8.B** shall be brought exclusively in Suffolk County Superior Court in Boston or the federal courts sitting in Boston, and each party consents to the jurisdiction thereof.

B. *Assignability*. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, LogicBio may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of LogicBio's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Enforcement*. In signing this Agreement, I give the Company assurance that I have carefully read and considered all of the restraints imposed on me hereunder, that I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement, and that I have signed this Agreement knowingly and voluntarily. I agree without reservation that these restraints are necessary for the reasonable and proper protection of the Company, and are reasonable in respect to subject matter, length of time and geographic area. I further agree that, were I to breach any of the covenants contained herein, the damage to the Company would be irreparable. I therefore agree that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief from a court of competent jurisdiction against any breach or threatened breach by me of any such covenants, without having to post bond, together with an award of its reasonable attorneys' fees incurred in enforcing its rights hereunder. So that the Company may enjoy the full benefit of the covenants contained in **Sections 8.C and 8.D** above, I further agree that the Non-Solicit Period shall be tolled, and shall not run, during the period of any breach by me of such covenants. I also agree that if I violate any fiduciary duty to the Company or unlawfully take any Company Confidential Information or other property belonging to the Company, the Post-Termination Non-Competition Period in **Section 8.B** will extend by the time during which I engage in such violation(s), for up to a total of two (2) years following the termination of my employment. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, no claimed breach of this Agreement or other violation of law attributed to the Company, or change in the nature or scope of my employment or other relationship with the Company, shall operate to excuse me from the performance of my obligations under this Agreement.

D. *Entire Agreement*. This Agreement, together with the Exhibits herein and any executed written offer letter or agreement between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

E. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Severability*. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of LogicBio and me. Waiver by LogicBio of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. *Survivorship.* My rights and obligations hereunder will survive termination of my employment with the Company.

I ACKNOWLEDGE AND AGREE THAT I RECEIVED A COPY OF THIS AGREEMENT ON OR BEFORE THE EARLIER OF (I) THE DATE OF RECEIPT BY ME OF A FORMAL OFFER OF EMPLOYMENT FROM THE COMPANY OR (II) THE DATE THAT IS TEN (10) BUSINESS DAYS BEFORE THE COMMENCEMENT OF MY EMPLOYMENT WITH THE COMPANY. TO THE EXTENT THAT ANY SUCH TEN (10) BUSINESS DAY WAITING PERIOD IS NOT DEEMED TO HAVE BEEN MET, I HEREBY KNOWINGLY AND EXPRESSLY WAIVE SUCH WAITING PERIOD. I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL PRIOR TO EXECUTING THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

LOGICBIO THERAPEUTICS, INC.

By: _____

Title:

EMPLOYEE

/s/ Frederic Chereau

Name (Printed): Frederic Chereau

Address: 160 Upland road

Cambridge, MA 02140

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

_____No inventions or improvements

_____Additional Sheets Attached

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

EXHIBIT B

LOGICBIO THERAPEUTICS, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to LogicBio Therapeutics, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Company's Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I agree that nothing in this Exhibit B shall affect my continuing obligations under the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, including, without limitation, my obligations under Article 2 (Confidentiality) and Article 8 (Restricted Activities) thereof.

After leaving the Company's employment, I will be employed by _____ in the position of _____.

Date: _____ _____
Signature

_____
Name of Employee (typed or printed)

Address for Notifications: _____

_____

EXHIBIT C

LOGICBIO THERAPEUTICS, INC. CONFLICT OF INTEREST GUIDELINES

It is the policy of LogicBio Therapeutics, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers, or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

LOGICBIO THERAPEUTICS, INC.

CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, RESTRICTED ACTIVITIES, AND ARBITRATION AGREEMENT

As a condition of my employment with LogicBio Therapeutics, Inc. ("**LogicBio**"), its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, and in recognition of the fact that, as an employee of the Company, I will be granted access to the good will, trade secrets and other confidential information of the Company, and in exchange for other good and valuable consideration, including without limitation the stock option that will be granted to me, subject to the approval of the Company's Board of Directors, under the Company's 2018 Equity Incentive Plan on or after the date hereof, the sufficiency of which I hereby acknowledge, I agree to the following provisions of this LogicBio Therapeutics, Inc. Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement (this "**Agreement**"):

1. AT-WILL EMPLOYMENT

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY WILL BE IN ACCORDANCE WITH THE EXECUTIVE EMPLOYMENT AGREEMENT, DATED AUGUST 6, 2020, BETWEEN LOGICBIO AND ME (AS MAY BE AMENDED, THE "EMPLOYMENT AGREEMENT"), AND IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY ME AND A DULY AUTHORIZED OFFICER OF LOGICBIO. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY.

2. CONFIDENTIALITY

A. *Definition of Confidential Information*. I understand that "**Company Confidential Information**" means any and all information of the Company that is not generally available to the public. Company Confidential Information includes both information disclosed by the Company (or any third party with whom the Company transacts business) to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law or in any way affects my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

B. *Nonuse and Nondisclosure*. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide written notice to the President, CEO, and General Counsel of LogicBio sufficient to allow the Company to seek a protective order or take other steps necessary to protect such Confidential Information. I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, the Company retains all Confidential Information as the sole property of LogicBio. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment. I understand that I cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, I understand that I may be held liable if I unlawfully access trade secrets by unauthorized means.

C. *Former Employer Confidential Information*. I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity that I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information*. I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment.

3. OWNERSHIP

A. *Assignment of Inventions*. As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company relating in any way to the business or research or development of LogicBio (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of LogicBio. I also agree to promptly make full written disclosure to LogicBio of any Inventions, and to deliver and assign and hereby irrevocably assign and agree to assign fully to LogicBio all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to LogicBio of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. I have attached hereto as **Exhibit A**, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on **Exhibit A**, they will not materially affect my ability to perform all obligations under this Agreement. I will inform LogicBio in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without LogicBio's prior written permission.

C. *Moral Rights*. Any assignment to LogicBio of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records*. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of LogicBio at all times.

E. *Further Assurances*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 3.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact*. I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to LogicBio in **Section 3.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships*. Without limiting **Section 4.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity, and am not subject to any court order, that conflicts with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality, non-competition, non-solicitation or no-hire agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. Return Of Company Materials

Upon separation from employment with the Company, on the Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will promptly deliver to LogicBio, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 3.D**. I also consent to an exit interview to confirm my compliance with this **Section 5**.

6. Termination Certification

Upon separation from employment with the Company, upon the request of the Company, I agree to promptly sign and deliver to the Company the "Termination Certification" attached hereto as **Exhibit B**. I also agree to keep LogicBio advised of my home and business address as well as the names of my new employers for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. Notification Of New Employer

In the event that I leave the employ of the Company, I agree to notify my new employer about my obligations under this Agreement and hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

8. Restricted Activities

A. *Non-Competition as an Employee*. While I am employed by the Company (other than in connection with the proper performance of my duties and responsibilities to the Company during the term of my employment), I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio at any time during my employment with LogicBio.

B. *Post Termination Non-Competition Restrictions*. During the twelve (12) month period immediately following termination of my employment for any reason except a termination due to layoff or termination by the Company without Cause (as defined below) (the "**Post Termination Non-Competition Period**"), and subject to **Section 8.E** (Post Termination Non-Competition Compensation) and **Section 8.F** (Waiver of Post Termination Non-Competition) below, I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio during the last two (2) years of my employment (i) in any geographic area in which the Company conducts the Restricted Business or (ii) in any geographic area in which I provided services on behalf of LogicBio or had a material presence or influence (the "**Post Termination Non-Competition Restrictions**"). For the purposes of this Agreement, the term "**Restricted Business**" shall mean any person or entity engaged in the research, development, manufacture and/or commercialization of products that utilize gene therapy or genome editing technologies for use in therapeutic indications (i.e., the target disease or patient population) the Company is actively pursuing at any time during my employment or, with respect to Post Termination Non-Competition Period, has pursued within the last year of my employment and which the Board of Directors of the Company has not affirmatively elected to no longer pursue. For the purposes of this Agreement, the term "**Cause**" shall have the meaning ascribed to such term in the Employment Agreement.

C. *Non-Solicitation of Customers and Other Business Partners*. While I am employed by the Company and during the one-year period immediately following termination of my employment, regardless of the reason therefore (in the aggregate, the "**Non-Solicit Period**"), I agree that I will not directly or indirectly (a) solicit or encourage any customer, client, vendor, supplier or other business partner of the Company to terminate or diminish its relationship with them; or (b) seek to persuade any such customer, client, vendor, supplier or other business partner, or any prospective customer, client, vendor, supplier or other business partner of the Company, to conduct with anyone else any business or activity which such customer, client, vendor, supplier or other business partner conducts or could conduct, or such prospective customer, client, vendor, supplier or other business partner could conduct, with the Company; provided, however, that these restrictions shall apply (y) only with respect to those persons or entities who are or have been a customer, client, vendor, supplier or other business partner of the Company at any time within the two-year period immediately preceding the activity restricted by this **Section 8.C** or whose business has been solicited on behalf of the Company by any of their officers, employees or agents within such two-year period, other than by form letter, blanket mailing or published advertisement, and (z) only if I have performed work for such person or entity during my employment with the Company or been introduced to, or otherwise had contact with, such person or entity as a result of my employment or other associations with the Company or have had access to Company Confidential Information or Associated Third Party Confidential Information which would assist in my solicitation of such person or entity.

D. *Non-Solicitation of Employees*. During the Non-Solicit Period, I agree that I will not, and will not assist any other person or entity to, (a) hire or solicit for hiring any employee of the Company or seek to persuade any employee of the Company to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company to terminate or diminish its relationship with them. For the purposes of this Agreement, an "**employee**" or an "**independent contractor**" of the Company is any person or entity who was such at any time within the two-year period immediately preceding the activity restricted by this **Section 8.C**.

E. *Post Termination Non-Competition Compensation*. In the event that the Company does not waive my Post Termination Non-Competition Restrictions in accordance with **Section 8.F** below, I will be eligible to receive the Non-Competition Compensation, which shall be an amount equal to fifty percent (50%) of my base salary in effect immediately prior to my termination, payable to me by the Company in four, equal installments beginning on a date that is within 30 days of my termination date; provided, however, that the Non-Competition Compensation shall be subject to Offset as set forth in **Section 8.G**. I acknowledge and agree that the Non-Competition Compensation is mutually-agreed upon consideration for the **Post Termination Non-Competition Restrictions** and is subject to all applicable federal, state and local withholding, payroll and other taxes. In the event that the I breach **Section 8.B** of this Agreement, the Non-Competition Compensation paid under this **Section 8.E** shall immediately terminate, and the Company shall have no further obligations to me with respect thereto; provided, however, that any such termination of Non-Competition Compensation shall have no effect on my non-competition obligation hereunder or the Company's right to enforce my non-competition obligation. I further acknowledge and agree that, in the event I have breached my contractual obligations or fiduciary duty to the Company, the Post Termination Non-Competition Period shall be extended to twenty-four (24) months following my termination date, and the Company shall not be required to provide any further consideration beyond the Non-Competition Compensation set forth herein.

F. *Company's Right to Waive Post Termination Non-Competition*. The Company shall have no obligation to pay me any Post Termination Non-Competition Compensation set forth in **Section 8.E** if within ten (10) business days after the effective date of the termination of my employment with the Company, the Company provides a waiver of its right to enforce my Post Termination Non-Competition Restrictions in **Section 8.B**.

G. *Offset*. Any compensation paid to me under **Section 8.E** shall be reduced by any cash severance I receive from LogicBio, including pursuant to the terms of the Employment Agreement, during the Post Termination Non-Competition Period. Furthermore, in addition to any other remedies that may be available, any compensation paid to me under **Section 8.E** in excess of the cash severance paid to me pursuant to the Employment Agreement shall be reduced by any cash compensation I receive from another employer or other entity, whether as an employee, consultant or otherwise, should such employment, consultancy or other provision of service be in violation of **Section 8.B** of this Agreement. I agree promptly to respond to any reasonable inquiries concerning my professional activities. If the Company overpays, I promptly shall return any such overpayments to the Company and/or I hereby authorize the Company to deduct any such overpayments from future amounts. The Company will not seek to recover amounts that were already paid to me under this Agreement prior to the date that I began earning such compensation from a different employer or entity.

9. CONFLICT OF INTEREST GUIDELINES

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as **Exhibit C** hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

10. REPRESENTATIONS

Without limiting my obligations under **Section 3.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. AUDIT

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use to conduct the business of the Company. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

12. Arbitration And Equitable Relief

A. *Arbitration*. IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE COMPANY, SHALL BE SUBJECT TO BINDING ARBITRATION. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE IMMIGRATION REFORM AND CONTROL ACT, THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (*"USERRA"*), 42 U.S.C.§ 1981, THE EQUAL PAY ACT, AND THE FOLLOWING MASSACHUSETTS LAWS: THE WAGE PAYMENT ACT (M.G.L. C. 149, § 148), THE MINIMUM FAIR WAGES ACT, THE FAIR EMPLOYMENT PRACTICES ACT (M.G.L. C. 151B), THE PARENTAL LEAVE ACT (M.G.L. C. 149, § 105D), THE SMALL NECESSITIES LEAVE ACT (M.G.L. C. 149, § 52D), THE EARNED SICK TIME LAW (M.G.L. C. 149, § 148C), THE DOMESTIC VIOLENCE LEAVE ACT (M.G.L. C. 149, § 59E), THE CIVIL RIGHTS ACT (M.G.L. C. 12, § 11H ET SEQ.), THE EQUAL RIGHTS ACT (M.G.L. C. 93, § 102 ET SEQ.), THE EQUAL PAY ACT (M.G.L. C. 149, § 105A ET SEQ.), THE LAW AGAINST SEXUAL HARASSMENT (M.G.L. C. 214, § 1C ET SEQ.), THE LAW AGAINST RETALIATION (M.G.L. C. 19C, § 11. ET SEQ.), AND/OR ANY APPLICABLE OR EQUIVALENT STATE OR LOCAL LAWS, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME, EXCEPT AS SET FORTH IN SUBSECTION C BELOW.**

B. *Procedure*. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"). I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I AGREE AND UNDERTSAND THAT THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION AND SHALL HAVE THE AUTHORITY TO MAKE APPROPRIATE RULINGS TO SAFEGUARD THAT CONFIDENTIALITY, *UNLESS THE PARTIES AGREE OTHERWISE OR THE LAW PROVIDES TO THE CONTRARY.* I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE. THE COMPANY AND I AGREE THAT THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR OTHERWISE SHALL APPLY THE SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN MIDDLESEX COUNTY, MASSACHUSETTS. ANY CLAIM OR DISPUTE MUST BE BROUGHT TO ARBITRATION WITHIN THE TIME PERIOD REQUIRED TO FILE SUCH CLAIM OR DISPUTE IN COURT.

C. *Remedies*. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING THIS AGREEMENT TO ARBITRATE, THE COMPANY AND I AGREE THAT (1) EITHER PARTY MAY SEEK PROVISIONAL REMEDIES SUCH AS A TEMPORARY RESTRAINING ORDER OR A PRELIMINARY INJUNCTION FROM A COURT OF COMPETENT JURISDICTION TO PREVENT IRREPARABLE HARM AND/OR IN AID OF ARBITRATION, INCLUDING, FOR EXAMPLE, PROVISIONAL REMEDIES TO ENFORCE THE RESTRICTIVE COVENANTS SET FORTH IN **SECTION 8** HEREOF, AND (2) ALL CIVIL ACTIONS RELATING TO MY POST TERMINATION NON-COMPETITION RESTRICTIONS SHALL BE COMMENCED AND MAINTAINED IN SUFFOLK SUPERIOR COURT IN BOSTON.

D. *Administrative Relief*. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

E. *No Class Actions or Arbitrations*. I AGREE THAT THE ARBITRATOR MAY ONLY HEAR INDIVIDUAL CLAIMS AND WILL NOT HAVE THE AUTHORITY: (I) TO CONSOLIDATE THE CLAIMS OF OTHER EMPLOYEES; (II) TO FASHION A PROCEEDING AS A CLASS OR COLLECTIVE ACTION; AND/OR (III) TO AWARD RELIEF TO A GROUP OR CLASS OF EMPLOYEES IN ONE ARBITRATION PROCEEDING. **IN OTHER WORDS, I UNDERSTAND THAT I MUST PURSUE ALL CLAIMS SUBJECT TO ARBITRATION AS AN INDIVIDUAL AND MAY NOT PURSUE SUCH CLAIMS AS PART OF A CLASS. I REPRESENT, AGREE, AND ACKNOWLEDGE THAT I WILL BE ABLE TO EFFECTIVELY PURSUE MY RIGHTS AND ANY AND ALL CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION ACCORDING THE TERMS OF THIS AGREEMENT.**

F. *Voluntary Nature of Agreement*. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL AND MY RIGHT TO PURSUE CLASS OR COLLECTIVE ACTION AGAINST THE COMPANY IN CONNECTION WITH OF ANY AND ALL PRESENT OR FUTURE CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT TO ARBITRATE..*** FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

13. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction*. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to Massachusetts's conflicts of law rules that may result in the application of the laws of any jurisdiction other than Massachusetts, provided, however, that the parties agree that the agreement to arbitrate in **Section 12** will be governed by the Federal Arbitration Act. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Massachusetts for any lawsuit filed against me by the Company, and provided further that, any civil action relating to my Post Termination Non-Competition Restrictions in **Section 8.B** shall be brought exclusively in Suffolk County Superior Court in Boston or the federal courts sitting in Boston, and each party consents to the jurisdiction thereof.

B. *Assignability*. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, LogicBio may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of LogicBio's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Enforcement*. In signing this Agreement, I give the Company assurance that I have carefully read and considered all of the restraints imposed on me hereunder, that I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement, and that I have signed this Agreement knowingly and voluntarily. I agree without reservation that these restraints are necessary for the reasonable and proper protection of the Company, and are reasonable in respect to subject matter, length of time and geographic area. I further agree that, were I to breach any of the covenants contained herein, the damage to the Company would be irreparable. I therefore agree that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief from a court of competent jurisdiction against any breach or threatened breach by me of any such covenants, without having to post bond, together with an award of its reasonable attorneys' fees incurred in enforcing its rights hereunder. So that the Company may enjoy the full benefit of the covenants contained in **Sections 8.C and 8.D** above, I further agree that the Non-Solicit Period shall be tolled, and shall not run, during the period of any breach by me of such covenants. I also agree that if I violate any fiduciary duty to the Company or unlawfully take any Company Confidential Information or other property belonging to the Company, the Post-Termination Non-Competition Period in **Section 8.B** will extend by the time during which I engage in such violation(s), for up to a total of two (2) years following the termination of my employment. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, no claimed breach of this Agreement or other violation of law attributed to the Company, or change in the nature or scope of my employment or other relationship with the Company, shall operate to excuse me from the performance of my obligations under this Agreement.

D. *Entire Agreement*. This Agreement, together with the Exhibits herein and the Employment Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement. Any conflicts between the terms of this Agreement and the Employment Agreement shall be governed by the terms of the Employment Agreement.

E. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Severability*. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of LogicBio and me. Waiver by LogicBio of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. *Survivorship.* My rights and obligations hereunder will survive termination of my employment with the Company.

I ACKNOWLEDGE AND AGREE THAT I RECEIVED A COPY OF THIS AGREEMENT ON OR BEFORE THE EARLIER OF (I) THE DATE OF RECEIPT BY ME OF A FORMAL OFFER OF EMPLOYMENT FROM THE COMPANY OR (II) THE DATE THAT IS TEN (10) BUSINESS DAYS BEFORE THE COMMENCEMENT OF MY EMPLOYMENT WITH THE COMPANY. TO THE EXTENT THAT ANY SUCH TEN (10) BUSINESS DAY WAITING PERIOD IS NOT DEEMED TO HAVE BEEN MET, I HEREBY KNOWINGLY AND EXPRESSLY WAIVE SUCH WAITING PERIOD. I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL PRIOR TO EXECUTING THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

LOGICBIO THERAPEUTICS, INC.

By: /s/ Frederic Chereau
Title: Frederic Chereau, CEO

EMPLOYEE

/s/ Mariana Nacht
Name (Printed): Mariana Nacht

Address:
30 Leicester Rd.
Belmont, MA 02478

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
None		

☒ No inventions or improvements

☐ Additional Sheets Attached

Date: _____

/s/ Mariana Nacht
Signature

Mariana Nacht
Name of Employee (typed or printed)

EXHIBIT B

LOGICBIO THERAPEUTICS, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to LogicBio Therapeutics, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Company's Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I agree that nothing in this Exhibit B shall affect my continuing obligations under the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, including, without limitation, my obligations under Article 2 (Confidentiality) and Article 8 (Restricted Activities) thereof.

After leaving the Company's employment, I will be employed by_____ in the position of _____.

Date: _____ _____

Signature

_____

Name of Employee (typed or printed)

Address for Notifications: _____

_____

EXHIBIT C

LOGICBIO THERAPEUTICS, INC. CONFLICT OF INTEREST GUIDELINES

It is the policy of LogicBio Therapeutics, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers, or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

LOGICBIO THERAPEUTICS, INC.

CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, RESTRICTED ACTIVITIES,
AND ARBITRATION AGREEMENT

As a condition of my employment with LogicBio Therapeutics, Inc. ("**LogicBio**"), its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, and in recognition of the fact that, as an employee of the Company, I will be granted access to the good will, trade secrets and other confidential information of the Company, and in exchange for other good and valuable consideration, including without limitation the stock option that will be granted to me, subject to the approval of the Company's Board of Directors, under the Company's 2018 Equity Incentive Plan on or after the date hereof, the sufficiency of which I hereby acknowledge, I agree to the following provisions of this LogicBio Therapeutics, Inc. Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement (this "**Agreement**"):

1. **AT-WILL EMPLOYMENT**

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY ME AND A DULY AUTHORIZED OFFICER OF LOGICBIO. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY.

2. **CONFIDENTIALITY**

A. *Definition of Confidential Information*. I understand that "**Company Confidential Information**" means any and all information of the Company that is not generally available to the public. Company Confidential Information includes both information disclosed by the Company (or any third party with whom the Company transacts business) to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know- how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law or in any way affects my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

B. *Nonuse and Nondisclosure*. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide written notice to the President, CEO, and General Counsel of LogicBio sufficient to allow the Company to seek a protective order or take other steps necessary to protect such Confidential Information. I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, the Company retains all Confidential Information as the sole property of LogicBio. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment. I understand that I cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, I understand that I may be held liable if I unlawfully access trade secrets by unauthorized means.

C. *Former Employer Confidential Information*. I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity that I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information*. I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment.

3. **OWNERSHIP**

A. *Assignment of Inventions*. As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company relating in any way to the business or research or development of LogicBio (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of LogicBio. I also agree to promptly make full written disclosure to LogicBio of any Inventions, and to deliver and assign and hereby irrevocably assign and agree to assign fully to LogicBio all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to LogicBio of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. I have attached hereto as **Exhibit A**, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on **Exhibit A**, they will not materially affect my ability to perform all obligations under this Agreement. I will inform LogicBio in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without LogicBio's prior written permission.

C. *Moral Rights*. Any assignment to LogicBio of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records*. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of LogicBio at all times.

E. *Further Assurances*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 3.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact*. I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to LogicBio in **Section 3.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. **CONFLICTING OBLIGATIONS**

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships*. Without limiting **Section 4.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity, and am not subject to any court order, that conflicts with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality, non-competition, non-solicitation or no-hire agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. **RETURN OF COMPANY MATERIALS**

Upon separation from employment with the Company, on the Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will promptly deliver to LogicBio, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 3.D**. I also consent to an exit interview to confirm my compliance with this **Section 5**.

6. **TERMINATION CERTIFICATION**

Upon separation from employment with the Company, upon the request of the Company, I agree to promptly sign and deliver to the Company the "Termination Certification" attached hereto as **Exhibit B**. I also agree to keep LogicBio advised of my home and business address as well as the names of my new employers for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. **NOTIFICATION OF NEW EMPLOYER**

In the event that I leave the employ of the Company, I agree to notify my new employer about my obligations under this Agreement and hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

8. **RESTRICTED ACTIVITIES**

A. *Non-Competition as an Employee*. While I am employed by the Company (other than in connection with the proper performance of my duties and responsibilities to the Company during the term of my employment), I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio at any time during my employment with LogicBio.

B. *Post Termination Non-Competition Restrictions*. During the six-month period immediately following termination of my employment for any reason except a termination due to layoff or termination by the Company without Cause (as defined below) (the "**Post Termination Non-Competition Period**"), and subject to **Section 8.E** (Post Termination Non-Competition Compensation) and **Section 8.F** (Waiver of Post Termination Non-Competition) below, I agree that I will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, own, manage, operate or control, or be employed by, or engage in any business that is engaged in by, any Restricted Business (as defined below), in each case involving any of the services that I provided to LogicBio during the last two (2) years of my employment (i) in any geographic area in which the Company conducts the Restricted Business or (ii) in any geographic area in which I provided services on behalf of LogicBio or had a material presence or influence (the "**Post Termination Non-Competition Restrictions**"). For the purposes of this Agreement, the term "**Restricted Business**" shall mean any person or entity engaged in the research, development, manufacture and/or commercialization of products that utilize gene therapy or genome editing technologies for use in therapeutic indications (i.e., the target disease or patient population) the Company is actively pursuing at any time during my employment or, with respect to Post Termination Non-Competition Period, has pursued within the last year of my employment and which the Board of Directors of the Company has not affirmatively elected to no longer pursue. For the purposes of this Agreement, the term "**Cause**" has the meaning as set forth in that certain Offer Letter by and between Alexion Astrazeneca Rare Disease and me dated on or about the date of this Agreement (referencing such term as defined in the Alexion Severance Plan).

C. *Non-Solicitation of Customers and Other Business Partners*. While I am employed by the Company and during the one-year period immediately following termination of my employment, regardless of the reason therefore (in the aggregate, the "**Non-Solicit Period**"), I agree that I will not directly or indirectly (a) solicit or encourage any customer, client, vendor, supplier or other business partner of the Company to terminate or diminish its relationship with them; or (b) seek to persuade any such customer, client, vendor, supplier or other business partner, or any prospective customer, client, vendor, supplier or other business partner of the Company, to conduct with anyone else any business or activity which such customer, client, vendor, supplier or other business partner conducts or could conduct, or such prospective customer, client, vendor, supplier or other business partner could conduct, with the Company; provided, however, that these restrictions shall apply (y) only with respect to those persons or entities who are or have been a customer, client, vendor, supplier or other business partner of the Company at any time within the two-year period immediately preceding the activity restricted by this **Section 8.C** or whose business has been solicited on behalf of the Company by any of their officers, employees or agents within such two-year period, other than by form letter, blanket mailing or published advertisement, and (z) only if I have performed work for such person or entity during my employment with the Company or been introduced to, or otherwise had contact with, such person or entity as a result of my employment or other associations with the Company or have had access to Company Confidential Information or Associated Third Party Confidential Information which would assist in my solicitation of such person or entity.

D. *Non-Solicitation of Employees*. During the Non-Solicit Period, I agree that I will not, and will not assist any other person or entity to (a) hire or solicit for hiring any employee of the Company or seek to persuade any employee of the Company to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company to terminate or diminish its relationship with them. For the purposes of this Agreement, an "**employee**" or an "**independent contractor**" of the Company is any person or entity who was such at any time within the two-year period immediately preceding the activity restricted by this **Section 8.D**.

E. *Post Termination Non-Competition Compensation*. In the event that the Company does not waive my Post Termination Non-Competition Restrictions in accordance with **Section 8.F** below, I will be eligible to receive the Non-Competition Compensation during the Post Termination Non-Competition Period, which shall be an amount equal to fifty percent (50%) of my monthly base salary in effect immediately prior to my termination, payable to me by the Company in equal monthly installments beginning no later than the date that is within 30 days of my termination date; provided, however, that the Non-Competition Compensation shall be subject to Offset as set forth in **Section 8.G**. I acknowledge and agree that the Non-Competition Compensation is mutually-agreed upon consideration for the **Post Termination Non-Competition Restrictions** and is subject to all applicable federal, state and local withholding, payroll and other taxes. In the event that the I breach **Section 8.B** of this Agreement, the Non-Competition Compensation paid under this **Section 8.E** shall immediately terminate, and the Company shall have no further obligations to me with respect thereto; provided, however, that any such termination of Non- Competition Compensation shall have no effect on my non-competition obligation hereunder or the Company's right to enforce my non-competition obligation. I further acknowledge and agree that, in the event I have breached my contractual obligations, fiduciary duty to the Company or if I have unlawfully taken, physically or electronically, property belonging to the Company, the Post Termination Non-Competition Period shall be extended to twenty-four (24) months following my termination date, and the Company shall not be required to provide any further consideration beyond the Non-Competition Compensation set forth herein.

F. *Company's Right to Waive Post Termination Non-Competition*. The Company shall have no obligation to pay me any Post Termination Non-Competition Compensation set forth in **Section 8.E** if within ten (10) business days after the effective date of the termination of my employment with the Company, the Company provides a waiver of its right to enforce my Post Termination Non-Competition Restrictions in **Section 8.B**.

G. *Offset*. Any compensation paid to me under **Section 8.E** shall be reduced by any cash severance I receive from LogicBio, including pursuant to the terms of any separation agreement, during the Post Termination Non-Competition Period. Furthermore, in addition to any other remedies that may be available, any compensation paid to me under **Section 8.E** in excess of the cash severance (if any) paid to me pursuant to a separation agreement shall be reduced by any cash compensation I receive from another employer or other entity, whether as an employee, consultant or otherwise, should such employment, consultancy or other provision of service be in violation of **Section 8.B** of this Agreement. I agree promptly to respond to any reasonable inquiries concerning my professional activities. If the Company overpays, I promptly shall return any such overpayments to the Company and/or I hereby authorize the Company to deduct any such overpayments from future amounts. The Company will not seek to recover amounts that were already paid to me under this Agreement prior to the date that I began earning such compensation from a different employer or entity.

9. **CONFLICT OF INTEREST GUIDELINES**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as **Exhibit C** hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

10. **REPRESENTATIONS**

Without limiting my obligations under **Section 3.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. **AUDIT**

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non- licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use to conduct the business of the Company. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

12. **ARBITRATION AND EQUITABLE RELIEF**

A. *Arbitration*. IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE COMPANY, SHALL BE SUBJECT TO BINDING ARBITRATION. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE IMMIGRATION REFORM AND CONTROL ACT, THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (*"USERRA"*), 42 U.S.C.§ 1981, THE EQUAL PAY ACT, AND THE FOLLOWING MASSACHUSETTS LAWS: THE WAGE PAYMENT ACT (M.G.L. C. 149, § 148), THE MINIMUM FAIR WAGES ACT, THE FAIR EMPLOYMENT PRACTICES ACT (M.G.L. C. 151B), THE PARENTAL LEAVE ACT (M.G.L. C. 149, § 105D), THE SMALL NECESSITIES LEAVE ACT (M.G.L. C. 149, § 52D), THE EARNED SICK TIME LAW (M.G.L. C. 149, § 148C), THE DOMESTIC VIOLENCE LEAVE ACT (M.G.L. C. 149, § 59E), THE CIVIL RIGHTS ACT (M.G.L. C. 12, § 11H ET SEQ.), THE EQUAL RIGHTS ACT (M.G.L. C. 93, § 102 ET SEQ.), THE EQUAL PAY ACT (M.G.L. C. 149, § 105A ET SEQ.), THE LAW AGAINST SEXUAL HARASSMENT (M.G.L. C. 214, § 1C ET SEQ.), THE LAW AGAINST RETALIATION (M.G.L. C. 19C, § 11. ET SEQ.), AND/OR ANY APPLICABLE OR EQUIVALENT STATE OR LOCAL LAWS, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS.** NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME, EXCEPT AS SET FORTH IN SUBSECTION C BELOW.

B. *Procedure*. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"). I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION AND SHALL HAVE THE AUTHORITY TO MAKE APPROPRIATE RULINGS TO SAFEGUARD THAT CONFIDENTIALITY, *UNLESS THE PARTIES AGREE OTHERWISE OR THE LAW PROVIDES TO THE CONTRARY.* I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE. THE COMPANY AND I AGREE THAT THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR OTHERWISE SHALL APPLY THE SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN MIDDLESEX COUNTY, MASSACHUSETTS. ANY CLAIM OR DISPUTE MUST BE BROUGHT TO ARBITRATION WITHIN THE TIME PERIOD REQUIRED TO FILE SUCH CLAIM OR DISPUTE IN COURT.

C. *Remedies*. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

NOTWITHSTANDING THIS AGREEMENT TO ARBITRATE, THE COMPANY AND I AGREE THAT (1) EITHER PARTY MAY SEEK PROVISIONAL REMEDIES SUCH AS A TEMPORARY RESTRAINING ORDER OR A PRELIMINARY INJUNCTION FROM A COURT OF COMPETENT JURISDICTION TO PREVENT IRREPARABLE HARM AND/OR IN AID OF ARBITRATION, INCLUDING, FOR EXAMPLE, PROVISIONAL REMEDIES TO ENFORCE THE RESTRICTIVE COVENANTS SET FORTH IN **SECTION 8** HEREOF, AND (2) ALL CIVIL ACTIONS RELATING TO MY POST TERMINATION NON- COMPETITION RESTRICTIONS SHALL BE COMMENCED AND MAINTAINED IN SUFFOLK SUPERIOR COURT IN BOSTON.

D. *Administrative Relief*. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

E. *No Class Actions or Arbitrations*. I AGREE THAT THE ARBITRATOR MAY ONLY HEAR INDIVIDUAL CLAIMS AND WILL NOT HAVE THE AUTHORITY: (I) TO CONSOLIDATE THE CLAIMS OF OTHER EMPLOYEES; (II) TO FASHION A PROCEEDING AS A CLASS OR COLLECTIVE ACTION; AND/OR (III) TO AWARD RELIEF TO A GROUP OR CLASS OF EMPLOYEES IN ONE ARBITRATION PROCEEDING. **IN OTHER WORDS, I UNDERSTAND THAT I MUST PURSUE ALL CLAIMS SUBJECT TO ARBITRATION AS AN INDIVIDUAL AND MAY NOT PURSUE SUCH CLAIMS AS PART OF A CLASS.** I REPRESENT, AGREE, AND ACKNOWLEDGE THAT I WILL BE ABLE TO EFFECTIVELY PURSUE MY RIGHTS AND ANY AND ALL CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION ACCORDING THE TERMS OF THIS AGREEMENT.

F. *Voluntary Nature of Agreement*. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL AND MY RIGHT TO PURSUE CLASS OR COLLECTIVE ACTION AGAINST THE COMPANY IN CONNECTION WITH OF ANY AND ALL PRESENT OR FUTURE CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT TO ARBITRATE.*** FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

13. **MISCELLANEOUS**

A. *Governing Law; Consent to Personal Jurisdiction*. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to Massachusetts's conflicts of law rules that may result in the application of the laws of any jurisdiction other than Massachusetts, provided, however, that the parties agree that the agreement to arbitrate in **Section 12** will be governed by the Federal Arbitration Act. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Massachusetts for any lawsuit filed against me by the Company, and provided further that, any civil action relating to my Post Termination Non-Competition Restrictions in **Section 8.B** shall be brought exclusively in Suffolk County Superior Court in Boston or the federal courts sitting in Boston, and each party consents to the jurisdiction thereof.

B. *Assignability*. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, LogicBio may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of LogicBio's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Enforcement*. In signing this Agreement, I give the Company assurance that I have carefully read and considered all of the restraints imposed on me hereunder, that I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement, and that I have signed this Agreement knowingly and voluntarily. I agree without reservation that these restraints are necessary for the reasonable and proper protection of the Company, and are reasonable in respect to subject matter, length of time and geographic area. I further agree that, were I to breach any of the covenants contained herein, the damage to the Company would be irreparable. I therefore agree that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief from a court of competent jurisdiction against any breach or threatened breach by me of any such covenants, without having to post bond, together with an award of its reasonable attorneys' fees incurred in enforcing its rights hereunder. So that the Company may enjoy the full benefit of the covenants contained in **Sections 8.C and 8.D** above, I further agree that the Non-Solicit Period shall be tolled, and shall not run, during the period of any breach by me of such covenants. I also agree that if I violate any fiduciary duty to the Company or unlawfully take any Company Confidential Information or other property belonging to the Company, the Post-Termination Non-Competition Period in **Section 8.B** will extend by the time during which I engage in such violation(s), for up to a total of two (2) years following the termination of my employment. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, no claimed breach of this Agreement or other violation of law attributed to the Company, or change in the nature or scope of my employment or other relationship with the Company, shall operate to excuse me from the performance of my obligations under this Agreement.

D. *Entire Agreement*. This Agreement, together with the Exhibits herein and any executed written offer letter or agreement between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

E. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Severability*. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of LogicBio and me. Waiver by LogicBio of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. *Survivorship.* My rights and obligations hereunder will survive termination of my employment with the Company.

I ACKNOWLEDGE AND AGREE THAT I RECEIVED A COPY OF THIS AGREEMENT ON OR BEFORE THE EARLIER OF (I) THE DATE OF RECEIPT BY ME OF A FORMAL OFFER OF EMPLOYMENT FROM THE COMPANY OR (II) THE DATE THAT IS TEN (10) BUSINESS DAYS BEFORE THE COMMENCEMENT OF MY EMPLOYMENT WITH THE COMPANY. TO THE EXTENT THAT ANY SUCH TEN (10) BUSINESS DAY WAITING PERIOD IS NOT DEEMED TO HAVE BEEN MET, I HEREBY KNOWINGLY AND EXPRESSLY WAIVE SUCH WAITING PERIOD. I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL PRIOR TO EXECUTING THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

LOGICBIO THERAPEUTICS, INC.

By: _____

Title:

EMPLOYEE

/s/ Matthias Hebben

Name (Printed): Matthias Hebben

Address: 7132 Lexington Ridge Dr.
Lexington MA 02421

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

_____ No inventions or improvements

_____ Additional Sheets Attached

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

EXHIBIT B

LOGICBIO THERAPEUTICS, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to LogicBio Therapeutics, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Company's Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I agree that nothing in this Exhibit B shall affect my continuing obligations under the Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement, including, without limitation, my obligations under Article 2 (Confidentiality) and Article 8 (Restricted Activities) thereof.

After leaving the Company's employment, I will be employed by _____in the position of _____.

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

Address for Notifications:

_____

_____

EXHIBIT C

LOGICBIO THERAPEUTICS, INC. CONFLICT OF INTEREST GUIDELINES

It is the policy of LogicBio Therapeutics, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment, Restricted Activities, and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers, or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

Exhibit 107
EX-FILING FEES

CALCULATION OF FILING FEE TABLES
SCHEDULE TO
(Rule 14d-100)
LOGICBIO THERAPEUTICS, INC.
(Name of Subject Company (Issuer))
CAMELOT MERGER SUB, INC.
(Offeror)
a wholly owned subsidiary of
ALEXION PHARMACEUTICALS, INC.
(Parent of Offeror)

Table 1 - Transaction Value

	Transaction Valuation*	Fee rate	Amount of Filing Fees**
Fees to Be Paid	$ 71,649,715.23	0.00011020	$ 7,895.80
Fees Previously Paid	$ 0.00		$ 0.00
Total Transaction Valuation*	$ 71,649,715.23		
Total Fees Due for Filing			$ 7,895.80
Total Fees Previously Paid			$ 0.00
Total Fee Offsets			0.00
Net Fee Due			$ 7,895.80

* Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated as the sum of (i) 32,962,733 outstanding shares of common stock, par value $0.0001 per share, of LogicBio Therapeutics, Inc. (the "Company" and such shares, the "Shares") multiplied by the offer price of $2.07 (the "Offer Price") and (ii) 2,475,984 Shares issuable pursuant to outstanding options with an exercise price of $0.69 (the "Exercise Price"), multiplied by the Offer Price minus the Exercise Price. The calculation of the filing fee is based on information provided by the Company as of October 11, 2022.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2023 beginning on October 1, 2022, issued August 25, 2022, by multiplying the transaction value by 0.00011020.