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

**SCHEDULE 13D**

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

**Morphic Holding, Inc.  
(Name of Issuer)**

**Common Stock, \$0.0001 par value per share  
(Title of Class of Securities)**

**61775R105  
(CUSIP Number)**

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Washington, DC 20001  
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**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**February 13, 2023  
(Date of Event which Requires Filing of this Statement)**

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

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

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

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

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1.	Names of Reporting Persons. Timothy A. Springer	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 7,534,778 (1)
	8.	Shared Voting Power 42,873 (2)
	9.	Sole Dispositive Power 7,534,778 (1)
	10.	Shared Dispositive Power 42,873 (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 7,577,651 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13.	Percent of Class Represented by Amount in Row (11) 15.8% (3)	
14.	Type of Reporting Person (See Instructions) IN, OO	

- (1) Consists of (i) 4,608,052 shares of common stock held directly by Dr. Springer, (ii) 2,768,893 shares of common stock held by TAS Partners LLC, of which Dr. Springer is manager and has sole voting and dispositive control, and (iii) 157,833 shares underlying options to purchase common stock that are exercisable within 60 days of October 18, 2023.
- (2) Represents 42,873 shares of common stock held by Dr. Springer's spouse, of which Dr. Springer shares voting and dispositive control.
- (3) The percentage reported in row 13 is calculated in accordance with Rule 13d-3 based on the aggregate number of shares of common stock beneficially owned by the Reporting Person and an aggregate of 47,922,520 shares of common stock outstanding as of July 31, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, dated August 3, 2023, plus the number of shares underlying stock options held by the Reporting Person that are exercisable within 60 days of October 18, 2023, which are treated as converted into common stock only for the purpose of computing the percentage ownership of the Reporting Person.

1.	Names of Reporting Persons. TAS Partners LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 2,768,893 (1)
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 2,768,893 (1)
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,768,893 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13.	Percent of Class Represented by Amount in Row (11) 5.8% (2)	
14.	Type of Reporting Person (See Instructions) OO	

(1) Consists of 2,768,893 shares of common stock held directly by TAS Partners LLC.

(2) The percentage reported in row 13 is calculated in accordance with Rule 13d-3 based on the aggregate number of shares of common stock beneficially owned by the Reporting Person and an aggregate of 47,922,520 shares of common stock outstanding as of July 31, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, dated August 3, 2023.

1.	Names of Reporting Persons. Chafen Lu		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) PF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizenship or Place of Organization United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	42,873 (1)
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	42,873 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 42,873		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		
13.	Percent of Class Represented by Amount in Row (11) 0.1%		
14.	Type of Reporting Person (See Instructions) IN, OO		

- (1) Consists of 42,873 shares of common stock held directly by Dr. Lu, of which Dr. Springer shares voting and dispositive control.
- (2) The percentage reported in row 13 is calculated in accordance with Rule 13d-3 based on the aggregate number of shares of common stock beneficially owned by the Reporting Person and an aggregate of 47,922,520 shares of common stock outstanding as of July 31, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, dated August 3, 2023.

**Explanatory Note**

The Reporting Persons (as defined in Item 2 below) previously filed a Schedule 13G on February 14, 2020, which was amended on February 11, 2021, pursuant to Rule 13d-1(d) of the Act. On February 13, 2023, the Reporting Persons acquired beneficial ownership of more than 2% of the outstanding shares of Common Stock within a twelve-month period, and the Reporting Persons are now filing this Schedule 13D.

**Item 1. Security and Issuer.**

This statement on Schedule 13D (this "Statement") relates to the shares of common stock, par value \$0.0001 per share (the "Shares"), of Morphic Holding, Inc., a Delaware corporation (the "Issuer"). The Issuer's principal executive offices are located at 35 Gatehouse Drive, A2, Waltham, Massachusetts 02451. The Issuer's telephone number is (781) 996-0955.

**Item 2. Identity and Background.**

(a) The names of the reporting persons are Timothy A. Springer ("Dr. Springer"), TAS Partners LLC ("TAS") and Chafen Lu ("Dr. Lu"). The reporting persons are collectively referred to herein as the "Reporting Persons." Dr. Springer is a director of the Issuer and Dr. Lu is Dr. Springer's wife.

The Reporting Persons have entered into a Joint Filing Agreement, dated as of the date hereof, a copy of which is filed with this Schedule 13D and incorporated herein by reference, pursuant to which the Reporting Persons have agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k) under the Act.

(b) The business address of each of Dr. Springer, TAS and Dr. Lu is c/o Morphic Holding, Inc., 35 Gatehouse Drive, A2, Waltham, MA 02451.

(c) The present principal occupation or employment of Dr. Springer is the Latham Family Professor and a Professor of Biological Chemistry and Molecular Pharmacology at Harvard Medical School, and the Principal Investigator in the Program in Cellular and Molecular Medicine and a Professor of Medicine at Boston Children's Hospital, in each case located at 3 Blackfan Circle, Room 3103, Boston, MA 02115, and Dr. Lu is presently self-employed.

The principal business of TAS is investment management.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons was, during the last five years, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order (1) enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or (2) finding any violation with respect to such laws.

(f) Each of Dr. Springer and Dr. Lu is a citizen of the United States. TAS was formed and operates in the United States.

**Item 3. Source and Amount of Funds or Other Consideration.**

On August 21, 2014, Dr. Springer and Dr. Lu each acquired common units at the founding of the Issuer, then known as Integrin Rock, LLC. The Issuer changed its name to Morphic Rock Holding, LLC in October 2014 and then to Morphic Holding, LLC in June 2016, and subsequently converted to a corporation under the name Morphic Holding, Inc. in December 2018. After such conversion, Dr. Springer held 600,229 shares of common stock of the Issuer, and Dr. Lu held 42,873 shares of common stock of the Issuer.

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In June 2015 and January 2016, Dr. Springer acquired an aggregate of 332,805 shares of Series Seed Preferred Stock of the Issuer at a price of \$4.39 per share for an aggregate purchase price of approximately \$1.5 million. Dr. Springer used personal funds for such acquisition.

In June 2015 and January 2016, TAS acquired an aggregate of 341,686 shares of Series Seed Preferred Stock of the Issuer at a price of \$4.39 per share for an aggregate purchase price of approximately \$1.5 million. TAS drew from its investment capital for such acquisition.

In June 2016, October 2017 and September 2018, Dr. Springer acquired an aggregate of 2,286,588 shares of Series A Preferred Stock of the Issuer at a price of \$6.13 per share for an aggregate purchase price of approximately \$14.0 million. Dr. Springer used personal funds for such acquisition.

In September 2018, Dr. Springer acquired 1,345,569 shares of Series B Preferred Stock of the Issuer at a price of \$7.58 per share for an aggregate purchase price of approximately \$10.2 million. Dr. Springer used personal funds for such acquisition.

On April 11, 2019, the Issuer granted to Dr. Springer, for his service as a member of the Scientific Advisory Board of the Issuer, an option to purchase 4,287 Shares, at an exercise price of \$7.76 per share, which was fully vested on April 9, 2023.

On June 26, 2019, the Issuer granted to Dr. Springer, for his service as a director of the Issuer, an option to purchase 24,000 Shares, at an exercise price of \$15.00 per share, which was fully vested on June 26, 2022.

On July 1, 2019, each share of the Issuer's Series Seed Preferred Stock, Series A Preferred Stock and Series B Preferred Stock automatically converted into one share of the Issuer's common stock in connection with the closing of the Issuer's initial public offering.

On July 1, 2019, as part of the Issuer's initial public offering, TAS purchased 33,333 Shares at a price of \$15.00 per share for an aggregate purchase price of approximately \$499,995. TAS drew from its investment capital for such acquisition.

On December 5, 2019, the Issuer granted to Dr. Springer, pursuant to the terms of a consulting agreement to provide advisory services related to the Issuer's research and development programs, an option to purchase 90,000 Shares, at an exercise price of \$15.75 per share, which was fully vested on December 15, 2022.

On June 18, 2020, the Issuer granted to Dr. Springer, for his service as a director of the Issuer, an option to purchase 12,000 Shares, at an exercise price of \$22.96 per share, which was fully vested on June 18, 2021.

On March 5, 2021, as part of an underwritten public offering by the Issuer, TAS purchased 100,000 Shares at a price of \$70.00 per share for an aggregate purchase price of approximately \$7.0 million. TAS drew from its investment capital for such acquisition.

On May 21, 2021, TAS entered into a Purchase Agreement with Polaris Partners VII, L.P. and Polaris Entrepreneurs' Fund VII, L.P. (collectively, the "Polaris Entities"), pursuant to which TAS purchased 232,295 Shares from the Polaris Entities at a purchase price of \$45.50 per share, or approximately \$10.6 million in the aggregate, payable in cash. TAS drew from its investment capital for such acquisition. The Purchase Agreement is incorporated herein by reference to Exhibit 99.1 to this Statement, and the description thereof is qualified in its entirety by reference thereto.

In various open market purchases between May 24, 2021 and May 26, 2021, TAS acquired an aggregate of 130,000 Shares at prices ranging from \$44.98 to \$47.67 per share for an aggregate purchase price of approximately \$6.0 million. TAS drew from its investment capital for such acquisitions.

On June 16, 2021, the Issuer granted to Dr. Springer, for his service as a director of the Issuer, an option to purchase 9,996 Shares, at an exercise price of \$64.79 per share, which was fully vested on June 16, 2022.

In various open market purchases between August 18, 2021 and August 20, 2021, TAS acquired an aggregate of 74,927 Shares at prices ranging from \$54.42 to \$57.00 per share for an aggregate purchase price of approximately \$4.2 million. TAS drew from its investment capital for such acquisitions.

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On June 8, 2022, the Issuer granted to Dr. Springer, for his service as a director of the Issuer, an option to purchase 17,550 Shares, at an exercise price of \$24.49 per share, which was fully vested on June 8, 2023.

On February 13, 2023, the Issuer entered into a securities purchase agreement (the "February 2023 Purchase Agreement") with certain investors, including Dr. Springer and TAS, pursuant to which Dr. Springer and TAS purchased 42,432 Shares and 806,223 Shares, respectively (the "February 2023 Shares") at a purchase price of \$35.35 per Share, for an aggregate purchase price of approximately \$1.5 million and \$28.5 million, respectively (the "February 2023 Private Placement"). Dr. Springer used personal funds for such acquisition. TAS drew from its investment capital for such acquisition. The February 2023 Purchase Agreement is incorporated herein as Exhibit 99.2 by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission (the "SEC") on February 13, 2023, and the description thereof is qualified in its entirety by reference thereto.

In connection with the February 2023 Private Placement, the Issuer and such investors, including Dr. Springer and TAS, also entered into a Registration Rights Agreement, dated as of February 13, 2023 (the "Registration Rights Agreement"), providing for the registration for resale of the February 2023 Shares (the "Registerable Securities"). The Issuer agreed to prepare and file a registration statement (the "Registration Statement") with the SEC promptly, and in any event within 30 days of the closing of the February 2023 Private Placement, and to use commercially reasonable efforts to have the Registration Statement declared effective within 30 days. The Registration Statement was filed on February 23, 2023 and was automatically effective upon filing. The Registration Rights Agreement is incorporated herein as Exhibit 99.3 by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer with the SEC on February 13, 2023, and the description thereof is qualified in its entirety by reference thereto.

On May 3, 2023, as part of an underwritten public offering by the Issuer, TAS purchased 1,050,000 Shares at a price of \$45.00 per share for an aggregate purchase price of approximately \$47.3 million. TAS drew from its investment capital for such acquisition.

On June 1, 2023, the Issuer granted to Dr. Springer, for his service as a director of the Issuer, an option to purchase 12,535 Shares, at an exercise price of \$56.47 per share, which will vest in full on the earlier of (a) June 1, 2024 and (b) the next annual meeting of the Issuer's stockholders, subject to Dr. Springer's provision of service to the Issuer on the vesting date.

On June 28, 2023, Dr. Springer and TAS each acquired 429 Shares as a result of the pro-rata in-kind distribution of common stock of the Issuer for no consideration by Polaris Management Co. VII, L.L.C. ("PMC VII").

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The applicable Reporting Persons made all acquisitions of Shares as described herein for investment purposes. Except as otherwise described in this statement, neither Dr. Springer nor the other Reporting Persons have any present plans or proposals that relate to or would result in: (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be de-listed from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to any of those enumerated above. The Reporting Persons may change their present intentions at any time and therefore reserve their right to make alternative plans or proposals in the future or take any other steps to enhance the value of their investment. The Reporting Persons further reserve the right to increase, decrease (including by distributions in kind to their partners or members) or eliminate their investment in the Issuer, or take any other action relative thereto, in all cases as permitted by the relevant securities laws and any agreement or agreements that have been or may be entered into with the Issuer. Any transactions that Dr. Springer or the other Reporting Persons may pursue may be made at any time and from time to time without prior notice and will depend upon a variety of factors, including, without limitation, current and anticipated future trading prices of the securities of the Issuer, the financial condition, results of operations and prospects of the Issuer, general economic, financial market and industry conditions, diversification of such Reporting Person's investments, other investment and business opportunities available to the Reporting Persons, tax considerations and other factors.

Item 5. Interest in Securities of the Issuer.

The information set forth under Item 3 and the cover pages of this Statement is incorporated herein by reference into this Item 5.

(a) The percentages of beneficial ownership reported in this Item 5, and on each Reporting Person's cover page to this Schedule 13D, are based on (i) a total of 47,922,520 Shares issued and outstanding as of July 31, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, dated August 3, 2023, and (ii) the number of options and warrants held by such Reporting Person that can be exercised within the next 60 days. The number of Shares beneficially owned by each Reporting Person has not changed since the date of event that requires filing of this Statement, except that: (i) on May 3, 2023, TAS purchased 1,050,000 Shares from the Issuer at a purchase price of \$45.00 per share in a registered offering; (ii) on June 1, 2023, the Issuer granted to Dr. Springer, for his service as a director of the Issuer, an option to purchase 12,535 Shares, at an exercise price of \$56.47 per share, which vests on the earlier of (a) June 1, 2024 and (b) the next annual meeting of the Issuer's stockholders, subject to Dr. Springer's provision of service to the Issuer on the vesting date; and (iii) on June 28, 2023, each of Dr. Springer and TAS received 429 Shares as a result of the pro-rata in-kind distribution of Common Stock of the Issuer for no consideration by PMC VII.

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The Reporting Persons, in the aggregate, beneficially own 7,577,651 Shares, representing approximately 15.8% of such class of securities.

Dr. Springer is the beneficial owner of a total of 7,577,651 Shares, representing approximately 15.8% of the outstanding Shares and consisting of (i) 4,608,052 Shares held directly, (ii) 157,833 Shares issuable upon exercise of outstanding options within 60 days of the date hereof and held directly, (iii) 2,768,893 Shares held by TAS, and (iv) 42,873 Shares held by Dr. Lu.

TAS is the beneficial owner of a total of 2,768,893 Shares, representing approximately 5.8% of the outstanding Shares. TAS holds all such Shares directly. Dr. Springer is the sole managing member of TAS.

Dr. Lu is the beneficial owner of a total of 42,873 Shares, representing approximately 0.1% of the outstanding Shares. Dr. Lu holds all such Shares directly. Dr. Lu is the spouse of Dr. Springer.

(b) Dr. Springer exercises sole voting and dispositive power over the Shares held by him directly and the Shares held by TAS. Dr. Springer disclaims beneficial ownership of the Shares held by TAS, except to the extent of his pecuniary interest therein. Dr. Lu exercises sole voting and dispositive power over the Shares held by her directly.

(c) The Reporting Persons have not engaged in any transactions with respect to the Shares during the 60 days before the date of this filing, except as described in Item 3 above.

(d) No person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.

(e) Not applicable.

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

The information set forth under Items 2, 3, 4 and 5 of this Statement is incorporated herein by reference.

Dr. Springer and TAS, together with the other investors in the February 2023 Private Placement, entered into the Registration Rights Agreement, which provides certain rights with respect to the registration of Shares under the Securities Act of 1933, as amended. Pursuant to the Registration Rights Agreement, the Issuer filed a registration statement on Form S-3ASR registering the sale by the Issuer of 2,828,853 Shares, including the 848,655 Shares purchased by Dr. Springer and TAS in the February 2023 Private Placement. The registration statement became effective February 23, 2023. The Registration Rights Agreement is incorporated herein as Exhibit 99.3 by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer with the SEC on February 13, 2023, and the description thereof is qualified in its entirety by reference thereto.

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Item 7. Material to be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
99.1	<a href="#">Purchase Agreement, dated May 21, 2021, by and among TAS and the Polaris Entities.</a>
99.2	<a href="#">Securities Purchase Agreement, dated February 13, 2023, by and among Morphic Holding, Inc. and the investors listed on the signature pages thereto (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the SEC on February 13, 2023).</a>
99.3	<a href="#">Registration Rights Agreement, dated February 13, 2023, by and among Morphic Holding, Inc. and the investors listed on the signature pages thereto (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer with the SEC on February 13, 2023).</a>
99.4	<a href="#">Joint Filing Agreement, filed herewith.</a>

*[signature page follows]*

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SIGNATURES

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

Date: October 18, 2023

/s/ Timothy A. Springer

Timothy A Springer

/s/ Chafen Lu

Chafen Lu

TAS Partners LLC

By: /s/ Timothy A. Springer

Name: Timothy A. Springer

Title: Manager

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**PURCHASE AGREEMENT**

This PURCHASE AGREEMENT (this "Agreement") is made and entered into as of May 21, 2021 (the "Trade Date") by and among each of the entities listed in Exhibit A attached hereto (each a "Seller" and collectively, the "Sellers"), and TAS Partners LLC, a Delaware limited liability company (the "Purchaser").

WHEREAS, Sellers, severally and not jointly, desire to sell shares of the issued and outstanding common stock, \$0.0001 par value per share ("Company Shares"), of Morphic Holding, Inc., a Delaware corporation (the "Company"), in the amounts provided in in Exhibit A attached hereto; and

WHEREAS, the Purchaser desires to purchase, an aggregate of 232,295 Company Shares from the Sellers for the aggregate purchase price set forth in Section 1.2 herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

PURCHASE AND SALE; CLOSING

Section 1.1 Purchase and Sale. On the Trade Date, upon the terms and subject to the conditions of this Agreement, the Sellers, severally and not jointly, agree to sell, convey, assign, transfer and deliver to Purchaser that number of Company Shares set forth opposite such Seller's name on Exhibit A attached hereto, and the Purchaser agrees to purchase such Company Shares from such Seller (the "Purchased Shares") at the Per Share Purchase Price (as defined below), which at delivery by each of the Sellers to the Purchaser shall be free and clear of any and all mortgages, pledges, encumbrances, liens, security interests, options, charges, claims, deeds of trust, deeds to secure debt, title retention agreements, rights of first refusal or offer, limitations on voting rights, proxies, voting agreements, stop transfer instructions or limitations on transfer or other agreements or claims of any kind or nature whatsoever, other than those imposed by applicable federal and state securities laws (collectively, "Liens").

Section 1.2 Purchase Price. Upon the terms and subject to the conditions of this Agreement, in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery of the Purchased Shares to the Purchaser, the Purchaser shall pay to each Seller for each Purchased Share to be purchased from such Seller a price per Purchased Share of \$45.50 (the "Per Share Purchase Price"), for an aggregate purchase price of \$10,569,422.50 (the "Aggregate Purchase Price"), in immediately available cash.

Section 1.3 Expenses. Except as expressly set forth in this Agreement, all fees and expenses incurred by each party hereto in connection with the matters contemplated by this Agreement shall be borne by the party incurring such fee or expense, including, without limitation, the fees and expenses of any investment banks, attorneys, accountants or other experts or advisors retained by such party.

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Section 1.4 Closing. The settlement of the transactions contemplated by this Agreement (the “Closing”) shall take place at 12:00 pm (New York time) on May 24, 2021 or such other time and date as the parties mutually agree (the “Closing Date”), provided that the obligations of the Sellers and Purchaser to consummate the transactions contemplated by this Agreement shall be conditioned on there being no injunction or other order, judgment, law, regulation, decree or ruling or other legal restraint or prohibition having been issued, enacted or promulgated by a court or other governmental authority of competent jurisdiction that would have the effect of prohibiting or preventing the consummation of the transactions contemplated hereunder.

Section 1.5 Closing Delivery.

(a) At the Closing, in accordance with Section 1.1 hereof, Sellers shall, severally and not jointly, instruct the Company to instruct its transfer agent (the “Transfer Agent”), to transfer each Seller’s portion of the Purchased Shares to the Purchaser through its Direct Registration System (the “Share Transfer”). At or prior to the Closing Date, Seller and Purchaser shall deliver such information and letters as reasonably requested by the Company or the Transfer Agent, as applicable, to effect the Share Transfer.

(b) At the Closing, Purchaser shall deliver or cause to be delivered to each Seller the Aggregate Purchase Price to be paid to such Seller as set forth on Exhibit A attached hereto, by wire transfer of immediately available funds to the account or accounts designated by the Sellers in writing prior to the Closing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, severally with respect to itself only and not with respect to any other such party, hereby makes the following representations and warranties to the Purchaser:

Section 2.1 Existence; Authority. The Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. The Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

Section 2.2 Enforceability. This Agreement has been duly and validly executed and delivered by the Seller, and, assuming due and valid authorization, execution and delivery by the Purchaser, this Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against such person in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors’ rights generally and general equitable principles.

Section 2.3 Ownership. The Seller is the beneficial owner of the Purchased Shares identified in Exhibit A attached hereto free and clear of any and all Liens. The Seller has full power and authority to transfer full legal ownership of such Purchased Shares to Purchaser, and the Seller is not required to obtain the approval of any person or governmental agency or organization to effect the sale of such Purchased Shares.

Section 2.4 Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Seller, threatened against the Seller that would impair the ability of Seller, to perform its obligations hereunder or to consummate the transactions contemplated hereby. The Seller is not in bankruptcy under the United States Bankruptcy Code and, to the knowledge of the Seller, no filings for bankruptcy of the Seller are contemplated or threatened.

Section 2.5 Information. The Seller represents that it is not aware of material, nonpublic information with respect to the Company or any securities of the Company (including the Purchased Shares). The Seller further represents and warrants that its sale of the Purchased Shares is either in compliance with or not subject to the Company's insider trading policies.

Section 2.6 No General Solicitation. At no time has Seller nor any person acting on its behalf, either directly or indirectly, engaged in any form of general solicitation or general advertising in connection with the sale of the Purchased Shares contemplated by this Agreement.

Section 2.7 No Bad Actor. Neither the Seller, nor, to the Seller's knowledge, any person that has been or will be paid (directly or indirectly) remuneration or a commission for their participation in the offer or sale of the Purchased Shares, including solicitation of the Purchaser for the Seller, is subject to an event that would disqualify the Company or other covered person under Rule 506(d)(1) of Regulation D or is subject to a statutory disqualification described under Section 3(a)(39) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Section 2.8 Company Business. To the knowledge of the Seller, the Company is engaged in business, is not in the organizational stage or in bankruptcy or receivership, and is not a blank check, blind pool, or shell company that has no specific business plan or purpose or has indicated that the Company's primary business plan is to engage in a merger or combination of the business with, or an acquisition of, an unidentified person.

Section 2.9 Unsold Allotment. The sale of Purchased Shares is not with respect to a security that constitutes the whole or part of an unsold allotment to, or a subscription or participation by, a broker or dealer as an underwriter of the security or a redistribution.

Section 2.10 Other Acknowledgements. The Seller represents that it is a sophisticated investor. The Seller further represents that it has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased Shares and has, independently and without reliance upon Purchaser, made its own analysis and decision to sell the Purchased Shares. The Seller acknowledges that none of Purchaser or any of its Affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser makes the following representations and warranties to the Sellers:

Section 3.1 Existence; Authority. The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. The Purchaser has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

Section 3.2 Enforceability. This Agreement has been duly and validly executed and delivered by the Purchaser and, assuming due and valid authorization, execution and delivery by the Sellers, this Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

Section 3.3 Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Purchaser, threatened against such party that could impair the ability of the Purchaser to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 3.4 Other Acknowledgments. The Purchaser represents that it is a sophisticated investor. The Purchaser further represents that it has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased Shares and has, independently and without reliance upon the Seller, made its own analysis and decision to purchase the Purchased Shares. The Purchaser acknowledges that neither the Sellers nor any of their respective partners, managers, directors, officers, subsidiaries or Affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement.

Section 3.5 Restricted Securities. The Purchaser understands that the Purchased Shares are or may be characterized as "restricted securities" under the federal securities laws inasmuch as they are securities acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act of 1933, as amended (the "Securities Act"), only in certain limited circumstances. In this connection, the Purchaser represents that it is familiar with Rule 144 of the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

Section 3.6 Information. The Purchaser represents that it is not aware of material, nonpublic information with respect to the Company or any securities of the Company (including the Purchased Shares). The Purchaser further represents and warrants that its purchase of the Purchased Shares is in compliance with the Company's insider trading policies.

Section 3.7 Accredited Investor. The Purchaser is an “accredited investor” within the meaning of SEC Rule 501 of Regulation D promulgated under the Securities Act, as presently in effect. The Purchaser agrees to furnish any additional information reasonably requested by the Sellers to assure compliance with applicable federal and state securities laws in connection with the purchase of the Purchased Shares.

Section 3.8 Disclosure of Information. The Purchaser believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Purchased Shares and in compliance with the requirements set forth in Section 4(a)(7) of the Securities Act.

Section 3.9 Company Business. To the knowledge of the Purchaser, the Company is engaged in business, is not in the organizational stage or in bankruptcy or receivership, and is not a blank check, blind pool, or shell company that has no specific business plan or purpose or has indicated that the Company’s primary business plan is to engage in a merger or combination of the business with, or an acquisition of, an unidentified person.

#### ARTICLE IV

##### CONDITIONS TO CLOSING

Section 4.1 Conditions of Purchaser’s Obligations at Closing. The obligations of the Purchaser under Article I of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Sellers contained in Article II shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

(b) Performance. Each Seller shall have performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

(c) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful purchase of the Purchased Shares pursuant to this Agreement shall be duly obtained and effective as of the Closing.

Section 4.2 Conditions of Sellers’ Obligations at Closing. The obligations of the Sellers under Article I of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Purchaser contained in Article III shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.



(b) Payment of Purchase Price; Performance. Purchaser shall have delivered the Aggregate Purchase Price as specified in Section 1.2, and Purchaser shall have performed and complied in all material respects with all other agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Purchaser on or before the Closing.

(c) Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful purchase of the Purchased Shares pursuant to this Agreement shall be duly obtained and effective as of the Closing.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Survival. Each of the representations, warranties, covenants, and agreements in this Agreement or pursuant hereto shall survive the Closing. Notwithstanding any knowledge of facts determined or determinable by any party by investigation, each party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other parties contained in this Agreement. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement. Except as expressly set forth in this Agreement, no party has made any representation warranty, covenant or agreement.

Section 5.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties as follows (or at such other addresses as shall be specified by notice given in accordance with this Section 5.2):

If to the Purchaser:

Timothy A. Springer  
36 Woodman Road  
Newton, MA 02467  
Email: [springer@crystal.harvard.edu](mailto:springer@crystal.harvard.edu)

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

Nelson Mullins Riley & Scarborough LLP  
101 Constitution Avenue NW, Suite 900  
Washington, DC 20001  
Attention: Michael K. Bradshaw, Jr.  
Email: [mike.bradshaw@nelsonmullins.com](mailto:mike.bradshaw@nelsonmullins.com)

If to any Seller:

Polaris Partners  
One Letterman Drive, Suite C3600  
San Francisco, CA 94129  
Attention: Harold Friedman  
Email: hfriedman@polarispartners.com

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

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP  
One Marina Park Drive  
Suite 900  
Boston, MA 02210  
Attention: Nicholas J. Guttilla  
Emma Eriksson Broomhead  
Email: nguttilla@gunder.com  
ebroomhead@gunder.com  
Facsimile: (617) 648-9199

Section 5.3 Certain Definitions. As used in this Agreement, (a) the term “Affiliate” shall have the meaning set forth in Rule 12b-2 under the Exchange Act and shall include persons who become Affiliates of any person subsequent to the date hereof; and (b) Purchaser and the Sellers are referred to herein individually as a “party” and collectively as “parties.”

Section 5.4 No Waiver. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 5.5 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding. The parties agree that the court making any such determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of, delete specific words or phrases in, or replace any such invalid or unenforceable provision with one that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement (and any of the rights, interests or obligations of any party hereunder) may not be assigned by any party without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld). Any purported assignment of a party's rights under this Agreement in violation of the preceding sentence shall be null and void.

Section 5.7 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and, except as expressly set forth herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective permitted successors or assigns.

Section 5.8 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.9 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction

Section 5.10 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY.

Section 5.11 Dispute Resolution. The parties hereby agree to arbitrate any and all disputes arising under or related to this Agreement, including disputes related to the interpretation of this Agreement, under the Delaware Rapid Arbitration Act, 10 *Del. C.* § 5801, *et seq.*. This provision shall be governed by Delaware law, without reference to the law chosen for any other provision of this Agreement. All parties waive the right to seek or to receive punitive or consequential damages in connection with a dispute under this Agreement.

Section 5.12 Counterparts; Facsimile. This Agreement may be executed in counterparts, including by facsimile or PDF electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 5.13 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to execute such additional documents, to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate or make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 5.14 Interpretation. The parties acknowledge and agree that this Agreement has been negotiated at arm's length and among parties equally sophisticated and knowledgeable in the matters covered hereby. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**PURCHASER:**

TAS PARTNERS LLC

By: /s/ Timothy A. Springer  
Name: Timothy A. Springer  
Title: Manager

*Signature Page to Purchase Agreement*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**SELLERS:**

POLARIS PARTNERS VII, L.P.

POLARIS PARTNERS ENTREPRENEURS' FUND VII,  
L.P.

BY: POLARIS MANAGEMENT CO. VII, L.L.C.,  
its general partner

BY: POLARIS MANAGEMENT CO. VII, L.L.C.,  
its general partner

By: /s/ Lauren Crockett  
Name: Lauren Crockett  
Title: Attorney-in-Fact

By: /s/ Lauren Crockett  
Name: Lauren Crockett  
Title: Attorney-in-Fact

*Signature Page to Purchase Agreement*

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Exhibit A

Schedule of Sellers

<b>Seller</b>	<b>Purchased Shares</b>	<b>Aggregate Purchase Price</b>
Polaris Partners VII, L.P.	217,107	\$ 9,878,368.50
Polaris Entrepreneurs' Fund VII, L.P.	15,188	\$ 691,054.00
<b>Total:</b>	<b>232,295</b>	<b>\$ 10,569,422.50</b>

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JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree, as of October 18, 2023, that only one statement containing the information required by Schedule 13D, and each amendment thereto, need be filed with respect to the ownership by each of the undersigned of shares of common stock, \$0.0001 par value per share of Morphic Holding, Inc., and such statement to which this Joint Filing Agreement is attached as Exhibit 99.4 is filed on behalf of each of the undersigned.

/s/ Timothy A. Springer

Timothy A Springer

/s/ Chafen Lu

Chafen Lu

TAS Partners LLC

By: /s/ Timothy A. Springer

Name: Timothy A. Springer

Title: Manager