

COOK DAVID N
Form 4
January 29, 2019

FORM 4

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

OMB APPROVAL

OMB Number: 3235-0287
Expires: January 31, 2005
Estimated average burden hours per response... 0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
COOK DAVID N

(Last) (First) (Middle)

C/O SERES THERAPEUTICS,
INC., 200 SIDNEY STREET

(Street)

CAMBRIDGE, MA 02139

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
Seres Therapeutics, Inc. [MCRB]

3. Date of Earliest Transaction
(Month/Day/Year)
01/26/2019

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

___ Director ___ 10% Owner
X Officer (give title below) ___ Other (specify below)

See Remarks

6. Individual or Joint/Group Filing(Check Applicable Line)
X Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D) Code V Amount (D) Price			
COMMON STOCK	01/26/2019		M	7,500 A	147,435	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

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1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)
RESTRICTED STOCK UNITS	(1)	01/26/2019		M	7,500	(2) (2)	Common Stock 7,500

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
COOK DAVID N C/O SERES THERAPEUTICS, INC. 200 SIDNEY STREET CAMBRIDGE, MA 02139			See Remarks	

Signatures

/s/ Thomas J. DesRosier, attorney-in-fact for David N. Cook
 01/28/2019
**Signature of Reporting Person Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) Each restricted stock unit represents a contingent right to receive one share of Issuer common stock.
- (2) These restricted stock units have vested and settled or will vest and settle as to 20% of the restricted stock units on January 26, 2018, 30% on January 26, 2019, and 50% on January 26, 2020.

Remarks:

Chief Scientific Officer and EVP of R&D

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. By: /s/ Steven R. King ----- Chief Operating Officer 2 EXHIBIT 99.15 AMENDED SECURED PROMISSORY NOTE \$231,844.94 January 2, 2001 ----- San Francisco, California FOR VALUE RECEIVED, Shaman Pharmaceuticals, Inc., a Delaware corporation, ("Payor") hereby unconditionally promises to pay to Alcamin Anstalt, a Liechtensteinian corporation, or order ("Holder") in lawful money of the United States, at San Francisco, California, the sum of two hundred and thirty-one thousand eight hundred and forty-four dollars and ninety-four cents (\$231,844.94), with interest from the date hereof on the unpaid principal balance at the

annual rate of 6.35 percent per annum. This Note evidences the debt represented by the contemporaneous advance of \$10,000 in new funds from Holder to Payor (the "New Advance"), and evidences \$221,844.94 of prior indebtedness (both principal and accrued interest) of Payor to Holder for prior advances to Payor, including loans evidenced by a prior note or prior notes held by Holder (collectively, the "Prior Advances"). This Note replaces any prior notes issued by Payor to Holder. The principal balance together with all accrued interest thereon, is due and payable on or before June 20, 2001. There shall be no penalty for prepayment of all or part of the principal balance. This Note is the Note referred to in and is executed and delivered in connection with that certain Security Agreement dated as of even date herewith and executed and delivered by Payor in favor of Holder (as the same may from time to time be amended, modified, or supplemented or restated, the "Security Agreement"). Additional rights of Payor are set forth in the Security Agreement. The full amount of this Note is secured by the collateral identified and described as security therefor in the Security Agreement. Payor shall not, directly or indirectly, create, permit, or suffer to exist, and shall defend the collateral against and take such other action as is necessary to remove, any lien on or in the collateral, or in any portion thereof, except as permitted pursuant to the Security Agreement. Unpaid interest shall be compounded monthly and shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Each of the following events shall be an "Event of Default" hereunder: (a) Payor fails to timely pay any of the amounts due under this Note on the date the same becomes due and payable; or (b) Payor defaults on an obligation contained in this Note or Payor defaults under the Security Agreement; Upon the occurrence of an Event of Default hereunder, all unpaid principal, accrued interest and other amounts owing hereunder shall, at the option of Holder be immediately due, payable and collectible by Company pursuant to applicable law. Holder shall have all rights and may exercise any remedies available to it under law, successively or concurrently. Payor waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses. The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. Time is of the essence. The provisions of this Note shall inure to the benefit of and be binding on any successor to Payor and shall extend to any holder hereof. Payor shall not, without the prior written consent of holder, assign any of its rights or obligations hereunder. If this Note is destroyed, lost or stolen, Payor will deliver a new note to Holder on the same terms and conditions as this Note with a notation of the unpaid principal balance and accrued and unpaid interest in substitution of the prior Note. Holder shall furnish Payor with reasonable evidence that the Note was destroyed, lost or stolen, and any security and indemnity that may be reasonably required by Payor in connection with the replacement of this Note

PAYOR: Shaman Pharmaceuticals, Inc. By: /s/ Steven R. King ----- Chief Operating Officer 2 EXHIBIT 99.16 AMENDED SECURED PROMISSORY NOTE \$255,000 January 2, 2001 ----- San Francisco, California FOR VALUE RECEIVED, Shaman Pharmaceuticals, Inc., a Delaware corporation, ("Payor") hereby unconditionally promises to pay to Tradewind Debt Strategies Fund, L.P., a California limited partnership, or order ("Holder") in lawful money of the United States, at San Francisco, California, the sum of two hundred and fifty-five thousand dollars (\$255,000), with interest from the date hereof on the unpaid principal balance at the annual rate of 6.35 percent per annum. This Note evidences the debt represented by the contemporaneous advance of \$5,000 in new funds from Holder to Payor (the "New Advance"), and evidences \$250,000 of prior indebtedness of Payor to Holder for prior advances to Payor, including loans evidenced by prior notes held by Holder (collectively, the "Prior Advances"). This Note replaces the prior notes issued by Payor to Holder. The principal balance together with all accrued interest thereon, is due and payable on or before June 20, 2001. There shall be no penalty for prepayment of all or part of the principal balance. This Note is the Note referred to in and is executed and delivered in connection with that certain Security Agreement dated as of even date herewith and executed and delivered by Payor in favor of Holder (as the same may from time to time be amended, modified, or supplemented or restated, the "Security Agreement"). Additional rights of Payor are set forth in the Security Agreement. The full amount of this Note is secured by the collateral identified and described as security therefor in the Security Agreement. Payor shall not, directly or indirectly, create, permit, or suffer to exist, and shall defend the collateral against and take such other action as is necessary to remove, any lien on or in the collateral, or in any portion thereof, except as permitted pursuant to the Security Agreement. Unpaid interest shall be compounded monthly and shall thereafter bear like

interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Each of the following events shall be an "Event of Default" hereunder: (a) Payor fails to timely pay any of the amounts due under this Note on the date the same becomes due and payable; or (b) Payor defaults on an obligation contained in this Note or Payor defaults under the Security Agreement; Upon the occurrence of an Event of Default hereunder, all unpaid principal, accrued interest and other amounts owing hereunder shall, at the option of Holder be immediately due, payable and collectible by Company pursuant to applicable law. Holder shall have all rights and may exercise any remedies available to it under law, successively or concurrently. Payor waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses. The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. Time is of the essence. The provisions of this Note shall inure to the benefit of and be binding on any successor to Payor and shall extend to any holder hereof. Payor shall not, without the prior written consent of holder, assign any of its rights or obligations hereunder. If this Note is destroyed, lost or stolen, Payor will deliver a new note to Holder on the same terms and conditions as this Note with a notation of the unpaid principal balance and accrued and unpaid interest in substitution of the prior Note. Holder shall furnish Payor with reasonable evidence that the Note was destroyed, lost or stolen, and any security and indemnity that may be reasonably required by Payor in connection with the replacement of this Note

PAYOR: Shaman Pharmaceuticals, Inc. By: /s/ Steven R. King ----- Chief Operating Officer 2