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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 3, 2020

Precision BioSciences, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38841
(Commission
File Number)

20-4206017
(IRS Employer
Identification No.)

302 East Pettigrew St., Suite A-100, Durham, North Carolina 27701
(Address of principal executive offices) (Zip Code)

(919) 314-5512
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.000005 per share	DTIL	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On February 3, 2020, Precision BioSciences, Inc. (the “Company”) entered into Amendment No. 2 (the “Amendment”) to the Amended and Restated Investors’ Rights Agreement among the Company and certain of its stockholders and the holders of the 2019 Notes, dated May 25, 2018, as amended (the “Investors’ Rights Agreement”).

The Amendment provides that a Holder’s (as defined in the Investors’ Rights Agreement) rights with respect to registration of Registrable Securities (as defined in the Amendment) expire (i) at such time at which all shares held by such Holder (together with any Affiliate (as defined in the Investors’ Rights Agreement) of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any three-month period without registration or volume limitations in compliance with Rule 144 or another similar exemption or (ii) such time at which such Holder is not an Affiliate (as defined in the Investors’ Rights Agreement) of the Company. The Amendment also amended the definition of “Required Holders” to mean the written consent or affirmative vote of the holders of a majority of the Registrable Securities then outstanding.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	<u>Amendment No. 2 to the Amended and Restated Investors’ Rights Agreement among the Company and certain of its stockholders and the holders of the 2019 Notes, dated May 25, 2018, as amended.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PRECISION BIOSCIENCES, INC.

Date: February 6, 2020

By: /s/ Dario Scimeca

Dario Scimeca
General Counsel

PRECISION BIOSCIENCES, INC.
AMENDMENT NO. 2 TO THE
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

This Amendment No. 2 to the Amended and Restated Investors' Rights Agreement (this "**Amendment**") is entered into as of February 3, 2020 by and among Precision BioSciences, Inc., a Delaware corporation (the "**Company**"), and certain stockholders of the Company party to the Investors' Rights Agreement (as defined below) (collectively, the "**Investors**"). Capitalized terms used and not defined herein shall have the meaning set forth in the Investors' Rights Agreement.

WHEREAS, the Company and the Investors previously entered into that certain Amended and Restated Investors' Rights Agreement, dated as of May 25, 2018, as amended (together with all schedules and exhibits thereto, the "**Investors' Rights Agreement**");

WHEREAS, Section 4.6 of the Investors' Rights Agreement provides that the Investors' Rights Agreement generally may be amended with the written consent of (i) the Company and (ii) the holders of at least sixty percent (60%) of the Registrable Securities (as defined in the Investors' Rights Agreement) issued or issuable upon conversion of the Company's Preferred Stock and the Notes, voting together as a single class and on an as-converted basis (the "**Required Holders**");

WHEREAS, the Investors whose signatures appear on the signature pages attached hereto constitute the Required Holders under the Investors' Rights Agreement necessary to amend the Investors' Rights Agreement; and

WHEREAS, the Company and the Investors desire to amend the Investors' Rights Agreement as set forth below.

NOW THEREFORE, the parties hereto agree as follows:

1. **Amendments.**

- (a) The definition of "Registrable Securities" in clause (p) of Section 1 of the Investors' Rights Agreement is hereby deleted in its entirety and replaced with the following new definition:

"**Registrable Securities**" means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock and the Notes, and any Common Stock issued as (or issuable upon conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, in exchange for or in replacement of such Preferred Stock, (ii) the Common Holder Registrable Securities, provided, however, that such Common Holder Registrable Securities shall not be deemed Registrable Securities and the Common Holders shall not be deemed Holders for the purposes of Sections 2.1 and 2.11 and (iii) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced in (i) and (ii) above, provided, however, that Registrable Securities shall exclude, in all cases, (A) any Registrable Securities sold by a Person in a transaction in which such Person's rights under Section 2 of this Agreement are not assigned and (B) any shares for which registration rights have terminated pursuant to Section 2.13 of this Agreement.

- (b) The definition of "Required Holders" in clause (q) of Section 1 of the Investors' Rights Agreement is hereby deleted in its entirety and replaced with the following new definition:

"**Required Holders**" means the written consent or affirmative vote of the holders of a majority of the Registrable Securities then outstanding held by the Investors.

- (c) Section 2.13 of the Investors' Rights Agreement is hereby deleted in its entirety and replaced with the following new Section 2.13:

2.13 Termination of Registration Rights. No Holder shall be entitled to exercise any right provided for in this Section 2 upon the earliest to occur of: (a) five (5) years following the consummation of the Initial Offering, (b) such time at which all shares held by such Holder (together with any Affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in any three (3) month period without registration or volume limitations in compliance with Rule 144 or another similar exemption or (c) such time at which such Holder is not an Affiliate of the Company.

2. **Effect of Amendment.** Except as expressly set forth herein, no other terms or provisions of the Investors' Rights Agreement are amended or modified, and all such provisions and terms are hereby ratified and confirmed in all respects.

3. **Governing Law.** This Amendment shall be governed in all respects by the laws of the State of Delaware without regard to choice of laws or conflict of laws provisions thereof.

4. **Counterparts.** This Amendment may be executed in any number of counterparts and signatures may be delivered by facsimile, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

PRECISION BIOSCIENCES, INC.

By: /s/ Matt Kane

Name: Matt Kane
Title: CEO

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INVESTORS:

Matthew Kane

/s/ Matthew Kane

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INVESTORS:

Derek Jantz

/s/ Derek Jantz

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INVESTORS:

Jeff Smith

/s/ Jeff Smith

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INVESTOR:

ADAGE CAPITAL PARTNERS, LP

By: Adage Capital Partners, GP, LLC
Its: General Partner

Its: Managing Member

By: Adage Capital Advisors, LLC

Name: Dan Lehan
Title: CEO

By: /s/ Dan Lehan

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INVESTOR:

AMGEN INVESTMENTS LTD.

By: /s/ Janis C. Naeve
Name: Janis C. Naeve
Title: Executive Dir., Business Development

AMGEN VENTURES, LLC

By: /s/ Janis C. Naeve
Name: Janis C. Naeve
Title: Executive Dir., Business Development

Title: Executive Dir., Business Development

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INVESTORS:

MERIDIAN GROWTH FUND

By: ArrowMark Colorado Holdings, LLC
Its: Investment Adviser

By: /s/ David Corkins
Name: David Corkins
Title: Managing Member

MERIDIAN SMALL CAP GROWTH FUND

By: ArrowMark Colorado Holdings, LLC
Its: Investment Adviser

By: /s/ David Corkins
Name: David Corkins
Title: Managing Member

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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ARROWMARK LIFE SCIENCE FUND, LP

By: AMP Life Science GP, LLC
Its: General Partner

By: /s/ David Corkins
Name: David Corkins
Title: Managing Member

Title: Managing Member

**ARROWMARK FUNDAMENTAL OPPORTUNITY FUND,
L.P.**

By: ArrowMark Partners GP, LLC
Its: General Partner

By: /s/ David Corkins
Name: David Corkins
Title: Managing Member

Title: Managing Member

LOOKFAR INVESTMENTS, LLC

By: /s/ David Corkins
Name: David Corkins
Title: Managing Member

Title: Managing Member

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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CF ASCENT LLC

By: /s/ David Corkins

Name: David Corkins

Title: Managing Member

Title: Managing Member

THB IRON ROSE, LLC

By: ArrowMark Colorado Holdings, LLC

Its: Investment Adviser

By: /s/ David Corkins

Name: David Corkins

Title: Managing Member

THB IRON ROSE, LLC LIFE SCIENCE PORTFOLIO

By: ArrowMark Colorado Holdings, LLC

Its: Investment Adviser

By: /s/ David Corkins

Name: David Corkins

Title: Managing Member

Title: Managing Member

IRON HORSE INVESTMENTS, LLC

By: ArrowMark Colorado Holdings, LLC

Its: Investment Adviser

By: /s/ David Corkins

Name: David Corkins

Title: Managing Member

Title: Managing Member

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INVESTORS:

/s/ Tony Yao
Tony Yao

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

BAXALTA US INC.

By: /s/ David S. Bailey
Name: David S. Bailey
Title: Assistant Treasurer

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

BRACE PHARMACEUTICALS LLC

By: /s/ Todd Brady

Name: Todd Brady

Title: Director of Finance & Investments

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTORS:

CORMORANT PRIVATE HEALTHCARE FUND I, LP

By: Cormorant Private Healthcare GP, LLC
Its: General Partner

By: /s/ Bihua Chen
Name: Bihua Chen
Title: The Managing Member of the GP

**CORMORANT GLOBAL HEALTHCARE
MASTER FUND, LP**

By: Cormorant Global Healthcare GP, LLC
Its: General Partner

By: /s/ Bihua Chen
Name: Bihua Chen
Title: The Managing Member of the GP

CRMA SPV, LP

By: /s/ Bihua Chen
By: Cormorant Asset Management, LP, its
By: Bihua Chen, CEO/Managing Member

Attorney-In-Fact

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTORS:

COWEN HEALTHCARE INVESTMENTS II LP

By: Cowen Healthcare Investments II GP LLC
Its: General Partner

By: /s/ Tim Anderson
Name: Tim Anderson
Title: Managing Director

CHI EF II LP

By: Cowen Healthcare Investments II GP LLC
Its: General Partner

By: /s/ Tim Anderson
Name: Tim Anderson
Title: Managing Director

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTORS:

G LTP LLC

Name: Steven M. Bischoff
Title: Investment Manager

By: /s/ Steven M. Bischoff

DUMAC, Inc., Authorized Agent

By: /s/ Jannine M. Lall
Name: Jannine M. Lall
Title: Head of Finance & Controller

DUMAC, Inc., Authorized Agent

G HSP LLC

Name: Steven M. Bischoff
Title: Investment Manager

By: /s/ Steven M. Bischoff

DUMAC, Inc., Authorized Agent

By: /s/ Jannine M. Lall
Name: Jannine M. Lall
Title: Head of Finance & Controller

DUMAC, Inc., Authorized Agent

G JBD LLC

By: /s/ Steven M. Bischoff
Name: Steven M. Bischoff
Title: Investment Manager

DUMAC, Inc., Authorized Agent

By: /s/ Jannine M. Lall
Name: Jannine M. Lall
Title: Head of Finance & Controller

DUMAC, Inc., Authorized Agent

G ERP LLC

acting through the Duke University Defined Benefit Plan Master Trust

By: DUMAC, Inc., as authorized agent of the trustee of the master trust

By: /s/ Steven M. Bischoff
Name: Steven M. Bischoff
Title: Investment Manager

DUMAC, Inc., Authorized Agent

By: /s/ Jannine M. Lall
Name: Jannine M. Lall
Title: Head of Finance & Controller

DUMAC, Inc., Authorized Agent

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INVESTOR:

**FRANKLIN TEMPLETON INVESTMENT FUNDS –
FRANKLIN BIOTECHNOLOGY DISCOVERY FUND**

FRANKLIN STRATEGIC SERIES –

FRANKLIN BIOTECHNOLOGY DISCOVERY FUND

By: Franklin Advisers, Inc.
Its: Investment Manager

By: /s/ Evan McCulloch
Name: Evan McCulloch
Title: Vice President

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

OCV FUND I, L.P.

By:OCV I GP, LLC
Its: General Partner

By: /s/ Hemi Zucker
Name: Hemi Zucker
Title: Managing Principal

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

OSAGE UNIVERSITY PARTNERS II, LP

By: Osage University GP II, LLC
Its: General Partner

By: /s/ William Harrington
Name: William Harrington
Title: Member

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTORS:

**PONTIFAX GLOBAL FOOD AND AGRICULTURE
TECHNOLOGY FUND, L.P.**

By: Benjamin Beldegrun
Its: Managing Member

By: /s/ Benjamin Beldegrun
Name: Benjamin Beldegrun
Title: Managing Partner

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

RFS PARTNERS, LP

By: RFS & Associates, LLC
Its: General Partner

By: /s/ Raymond F. Schinazi
Name: Raymond F. Schinazi
Title: Manager of RFS Associates, LLC

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

RIDGEBACK CAPITAL INVESTMENTS LP

By:Ridgeback Capital Management LP
Its: Investment Manager

By: /s/ Christopher A. Nonas
Name: Christopher A. Nonas
Title: CFO

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

VENBIO GLOBAL STRATEGIC FUND, L.P.

By:venBio Global Strategic GP, L.P.
Its: General Partner

By:venBio Global Strategic GP, Ltd.
Its: General Partner

By: /s/ Robert Adelman
Name: Robert Adelman
Title: Director

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]

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INVESTOR:

VIVO PANDA FUND, L.P.

By: Vivo Panda, LLC
Its: General Partner

By: /s/ Mahendra Shah
Name: Mahendra Shah
Title: Managing Member

[Signature Page to Amendment No. 2 to Investors' Rights Agreement]