
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No.)*

FOGHORN THERAPEUTICS INC.

(Name of Issuer)

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

344174 10 7
(CUSIP Number)

Noubar B. Afeyan, Ph.D.
Flagship Pioneering
55 Cambridge Parkway, Suite 800E
Cambridge, MA 02142
(617) 868-1888

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 27, 2020
(Date of Event Which Requires Filing of Statement on Schedule 13D)

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), checking the following box.

* 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).

(1)	Name of Reporting Persons: Flagship Ventures Fund V, L.P.	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only:	
(4)	Source of Funds (See Instructions): WC	
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
(6)	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 9,330,878
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 9,330,878
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 9,330,878	
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11): 26.1%	
(14)	Type of Reporting Person (See Instructions): PN	

(1)	Name of Reporting Persons: Flagship Ventures Fund V General Partner LLC	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only:	
(4)	Source of Funds (See Instructions): AF	
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
(6)	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 9,330,878
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 9,330,878
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 9,330,878	
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11): 26.1%	
(14)	Type of Reporting Person (See Instructions): OO	

(1)	Name of Reporting Persons: Flagship Ventures Opportunities Fund I, L.P.	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only:	
(4)	Source of Funds (See Instructions): WC	
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
(6)	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 1,491,441
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,491,441
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,491,441	
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11): 4.2%	
(14)	Type of Reporting Person (See Instructions): PN	

(1)	Name of Reporting Persons: Flagship Ventures Opportunities Fund I General Partner LLC	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only:	
(4)	Source of Funds (See Instructions): AF	
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
(6)	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 1,491,441
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,491,441
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,491,441	
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11): 4.2%	
(14)	Type of Reporting Person (See Instructions): OO	

(1)	Name of Reporting Persons: Flagship Pioneering Special Opportunities Fund II, L.P.
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only:
(4)	Source of Funds (See Instructions): WC
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or Place of Organization: Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7) Sole Voting Power 0
	(8) Shared Voting Power 1,851,801
	(9) Sole Dispositive Power 0
	(10) Shared Dispositive Power 1,851,801
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,851,801
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11): 5.2%
(14)	Type of Reporting Person (See Instructions): PN

(1)	Name of Reporting Persons: Flagship Pioneering Special Opportunities Fund II General Partner LLC	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only:	
(4)	Source of Funds (See Instructions): AF	
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
(6)	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 1,851,801
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,851,801
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,851,801	
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11): 5.2%	
(14)	Type of Reporting Person (See Instructions): OO	

(1)	Name of Reporting Persons: Flagship Pioneering, Inc.	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only:	
(4)	Source of Funds (See Instructions): AF	
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
(6)	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 1,851,801
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,851,801
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,851,801	
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11): 5.2%	
(14)	Type of Reporting Person (See Instructions): CO	

(1)	Name of Reporting Persons: Noubar Afeyan
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only:
(4)	Source of Funds (See Instructions): AF
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or Place of Organization: United States of America
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7) Sole Voting Power 0
	(8) Shared Voting Power 12,674,120
	(9) Sole Dispositive Power 0
	(10) Shared Dispositive Power 12,674,120
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 12,674,120
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11): 35.5%
(14)	Type of Reporting Person (See Instructions): IN

ITEM 1. SECURITY AND ISSUER

This Schedule 13D relates to the shares of common stock, \$0.0001 par value per share ("Common Stock"), of Foghorn Therapeutics Inc. (the "Issuer"). The address of the principal executive offices of the Issuer is 500 Technology Square, Suite 700, Cambridge, MA 02139.

ITEM 2. IDENTITY AND BACKGROUND

This Schedule 13D is being filed by the following persons (each a "Reporting Person"):

- i. Flagship Ventures Fund V, L.P., a Delaware limited partnership ("Flagship Fund V"). The general partner of Flagship Fund V is Flagship Ventures Fund V General Partner LLC, a Delaware limited liability company ("Flagship Fund V GP").
- ii. Flagship Fund V GP. Noubar B. Afeyan, Ph.D. ("Dr. Afeyan") is the sole manager of Flagship Fund V GP.
- iii. Flagship Ventures Opportunities Fund I, L.P., a Delaware limited partnership ("Flagship Opportunities Fund I"). The general partner of Flagship Opportunities Fund I is Flagship Ventures Opportunities Fund I General Partner LLC, a Delaware limited liability company ("Flagship Opportunities Fund I GP").
- iv. Flagship Opportunities Fund I GP. Dr. Afeyan is the sole manager of Flagship Opportunities Fund I GP.
- v. Flagship Pioneering Special Opportunities Fund II, L.P., a Delaware limited partnership ("Flagship Opportunities Fund II") and together with Flagship Fund V and Flagship Opportunities Fund I, the "Flagship Funds"). The general partner of Flagship Opportunities Fund II is Flagship Pioneering Special Opportunities Fund II General Partner LLC, a Delaware limited liability company ("Flagship Opportunities Fund II GP").
- vi. Flagship Opportunities Fund II GP. The manager of Flagship Opportunities Fund II GP is Flagship Pioneering, Inc., a Delaware corporation ("Flagship Pioneering").
- vii. Flagship Pioneering. Dr. Afeyan is the CEO, sole shareholder and director of Flagship Pioneering.
- viii. Dr. Afeyan, a citizen of the United States of America.

The principal business of each Reporting Person is the venture capital investment business. The principal business address of each Reporting Person is 55 Cambridge Parkway, Suite 800E, Cambridge, Massachusetts 02142.

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

During the last five years, none of the Reporting Persons has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The Flagship Funds purchased the shares set forth in Item 5 using funds from working capital.

The information set forth in Item 4 below is incorporated by reference in its entirety into this Item 3.

ITEM 4. PURPOSE OF TRANSACTION

The Reporting Persons acquired the shares of Common Stock set forth in Item 5 and hold their shares of Common Stock for investment purposes. Subject to a number of factors, including market conditions and their general investment and trading policies, the Reporting Persons may, in the ordinary course of their business, dispose of the shares of Common Stock that they beneficially own. These dispositions may occur in open market transactions, privately negotiated transactions or through other methods. Additionally, the Flagship Funds may distribute the shares of Common Stock that they directly hold to their respective limited partners.

Douglas G. Cole, who is a managing partner of Flagship Pioneering, is a director of the Issuer.

The Reporting Persons, either directly or indirectly through Dr. Cole, may engage in discussions from time to time with the Issuer's board of directors, the Issuer's management or the Issuer's other stockholders. These discussions may be with respect to (i) acquiring or disposing shares of Common Stock or other securities of the Issuer (collectively, the "Securities"); (ii) maintaining or changing the Issuer's business, operations, governance, management, strategy or capitalization; or (iii) implementing transactions that may relate to or may result in any matter set forth in paragraphs (a) through (j) of Item 4 of Schedule 13D. Additionally, the Reporting Persons may acquire additional Securities through open market transactions, privately negotiated transactions or other methods.

The information set forth in Item 6 below is incorporated by reference in its entirety into this Item 4.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a)-(b) The information set forth in rows 7 through 13 of the cover pages to this Schedule 13D is incorporated by reference. The percentage set forth in row 13 is based on 35,694,802 outstanding shares of Common Stock immediately following the Issuer's initial public offering, as reported in the Issuer's prospectus filed on October 26, 2020.

Flagship Fund V directly holds 9,330,878 shares of Common Stock. Flagship Fund V GP, as the general partner of Flagship Fund V, may be deemed to beneficially own the shares directly held by Flagship Fund V.

Flagship Opportunities Fund I directly holds 1,491,441 shares of Common Stock. Flagship Opportunities Fund I GP, as the general partner of Flagship Opportunities Fund I, may be deemed to beneficially own the shares directly held by Flagship Opportunities Fund I.

Flagship Opportunities Fund II directly holds 1,851,801 shares of Common Stock. Flagship Opportunities Fund II GP, as the general partner of Flagship Opportunities Fund II, and Flagship Pioneering, as the manager of Flagship Opportunities Fund II GP, may be deemed to beneficially own the shares directly held by Flagship Opportunities Fund II.

Dr. Afeyan, as the sole manager of Flagship Fund V GP and Flagship Opportunities Fund I GP, and as CEO, sole shareholder and director of Flagship Pioneering, may be deemed to beneficially own the shares directly held by the Flagship Funds.

(c) On October 27, 2020, each share of the Issuer's preferred stock held by the Flagship Funds was automatically converted into the Issuer's Common Stock on a one-for-1.85 basis upon the closing of the Issuer's initial public offering, resulting in the Flagship Funds receiving the following shares: 9,280,878 by Flagship Fund V, 1,441,441 shares by Flagship Opportunities Fund I, and 1,801,801 shares by Flagship Opportunities Fund II (on October 21, 2020, prior to the initial public offering, the Issuer completed a one-for-1.85 reverse stock split of its outstanding common stock). Also on October 27, 2020, each of Flagship Fund V, Flagship Opportunities Fund I and Flagship Opportunities Fund II purchased an additional 50,000 shares of Common Stock in connection with the Issuer's initial public offering. The purchase price was \$16.00 per share.

(d) Except as described herein, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities covered by this statement.

(e) Not applicable

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Registration rights

On December 18, 2018, the Flagship Funds entered into an amended and restated investors' rights agreement with the Issuer (the "Investors' Rights Agreement"). The Investor Rights Agreement grants the parties thereto certain registration rights in respect of the "registrable securities" held by them, which securities include (i) the shares of our common stock issuable or issued upon conversion of the Issuer's preferred stock; (ii) any common stock held by investors party to the Investor Rights Agreement at the time of the Issuer's initial public offering; (iii) any common stock issued or issuable, directly or indirectly, upon conversion and/or exercise of any of our other securities held by the investors party to the Investor Rights Agreement at the time of the initial public offering; and (iv) any common stock 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 securities in clauses (i), (ii) and (iii) above. The registration of shares of the Issuer's common stock pursuant to the exercise of these registration rights would enable the holders thereof to sell such shares without restriction under the Securities Act when the applicable registration statement is declared effective. Under the Investor Rights Agreement, the Issuer will pay all expenses relating to such registrations, including the fees of one counsel for the participating holders, and the holders will pay all underwriting discounts and commissions relating to the sale of their shares. The Investor Rights Agreement also includes customary indemnification and procedural terms. These registration rights will expire on the earlier of (i) immediately before the closing of a deemed liquidation event, as defined in the Investor Rights Agreement; (ii) such time after the initial public offering as SEC Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such holder's shares without limitation during a three-month period without registration; and (iii) the fifth anniversary of the initial public offering.

Demand Registration Rights

At any time beginning 180 days after the effective date of the registration statement of which this prospectus forms a part, the holders of not less than a majority of the registrable securities then outstanding may request that the Issuer files a registration statement on Form S-1 with respect to all requested registrable securities held by such holders, if the aggregate offering price of the registrable securities requested to be registered is expected to exceed \$10.0 million.

Once the Issuer is eligible to use a registration statement on Form S-3, the holders of not less than 30% of the registrable shares then outstanding may request that it files a registration statement on Form S-3 with respect to such holders' registrable securities then outstanding, if the aggregate offering price of the registrable securities requested to be registered would exceed \$5.0 million.

Piggyback Registration Rights

In the event that the Issuer proposes to register any of its securities under the Securities Act, either for its own account or for the account of other security holders, the stockholders party to the Investor Rights Agreement will be entitled to certain "piggyback" registration rights allowing them to include their registrable securities in such registration, subject to certain marketing and other limitations. As a result, whenever the Issuer proposes to file a registration statement under the Securities Act other than with respect to a demand registration or a registration statement on Form S-4 or S-8, these holders will be entitled to notice of the registration and will have the right to include their registrable securities in the registration subject to certain limitations.

The foregoing description of the Investors' Rights Agreement is qualified in its entirety by reference to the full text of the Investors' Rights Agreement, a copy of which is filed as Exhibit 2 hereto, and is incorporated by reference into this Item 6.

Lock-Up Agreement

In connection with the Issuer's initial public offering, the Flagship Funds entered into a lock-up agreement (the "Lock-Up Agreement") with Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Cowen and Company, LLC. Pursuant to the terms of the Lock-Up Agreement, the Flagship Funds have agreed not to sell or transfer any common stock or securities convertible into, exchangeable for, exercisable for, or repayable with common stock, for 180 days following October 27, 2020, without first obtaining the written consent of the representatives.

Upon the expiration of the lock-up period, substantially all of the shares subject to such lock-up restrictions will become eligible for sale, subject to the limitations discussed in the Issuer's prospectus.

The foregoing description of the Lock-Up Agreement is qualified in its entirety by reference to the full text of the Form of the Lock-Up Agreement, a copy of which is filed as Exhibit 3 hereto, and is incorporated by reference into this Item 6.

Flagship Managerial Agreement

In May 2015, the Issuer entered into a five-year managerial agreement with Flagship Pioneering to provide general and administrative services to the Issuer, including certain consulting services and the provision of employee health and dental benefit plans for the Issuer’s employees. The Issuer made cash payments for services received under this agreement of \$0.4 million and \$0.6 million during the six months ended June 30, 2019 and 2020, respectively. As of December 31, 2019, the Issuer had no accounts payable to Flagship related to this managerial agreement. At June 30, 2020, the Issuer had less than \$0.1 million in accounts payable to Flagship for costs related to the managerial agreement.

The foregoing description of the Flagship Managerial Agreement is qualified in its entirety by reference to the full text of the Flagship Managerial Agreement, a copy of which is filed as Exhibit 4 hereto, and is incorporated by reference into this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 1 Joint Filing Agreement (filed herewith).
- Exhibit 2 Amended and Restated Investors’ Rights Agreement among the Issuer, the Flagship Funds, and certain other investors named therein, dated December 18, 2018 (incorporated by reference to Exhibit 4.2 to the Issuer’s Amendment No. 2 to Form S-1 filed on October 22, 2020).
- Exhibit 3 Lock-Up Agreement (incorporated by reference to Annex A to Exhibit 1.1 to the Issuer’s Amendment No. 2 to Form S-1 filed on October 22, 2020).
- Exhibit 4 Managerial Agreement, by and between the Issuer and Flagship Ventures Management, Inc., dated May 14, 2015 (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Dated: October 29, 2020

FLAGSHIP VENTURES FUND V, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND V GENERAL PARTNER LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I, L.P.

By: Flagship Ventures Opportunities Fund I General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I GENERAL PARTNER LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP PIONEERING SPECIAL OPPORTUNITIES FUND II, L.P.

By: Flagship Pioneering Special Opportunities Fund II General Partner LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: CEO, Sole Shareholder & Director

CUSIP No. 344174 10 7

FLAGSHIP PIONEERING SPECIAL OPPORTUNITIES
FUND II GENERAL PARTNER LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: CEO, Sole Shareholder & Director

FLAGSHIP PIONEERING, INC.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: CEO, Sole Shareholder & Director

/s/ Noubar B. Afeyan, Ph.D.

NOUBAR B. AFEYAN, PH.D.

CUSIP No. 344174 10 7

JOINT FILING AGREEMENT

The persons below hereby agree that the Schedule 13D to which this agreement is attached as an exhibit, as well as all future amendments to such Schedule 13D, shall be filed jointly on behalf of each of them. This agreement is intended to satisfy the requirements of Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934.

Dated: October 29, 2020

FLAGSHIP VENTURES FUND V, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND V GENERAL PARTNER LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I, L.P.

By: Flagship Ventures Opportunities Fund I General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I GENERAL
PARTNER LLCBy: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP PIONEERING SPECIAL OPPORTUNITIES FUND II,
L.P.By: Flagship Pioneering Special Opportunities Fund II General
Partner LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: CEO, Sole Shareholder & Director

CUSIP No. 344174 10 7

FLAGSHIP PIONEERING SPECIAL OPPORTUNITIES
FUND II GENERAL PARTNER LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: CEO, Sole Shareholder & Director

FLAGSHIP PIONEERING, INC.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: CEO, Sole Shareholder & Director

/s/ Noubar B. Afeyan, Ph.D.

NOUBAR B. AFEYAN, PH.D.

MANAGERIAL AGREEMENT

MANAGERIAL AGREEMENT (this "Agreement"), effective as of May 14, 2015 between FLAGSHIP VENTURES MANAGEMENT, INC., a Delaware corporation ("Flagship"), and Foghorn Therapeutics, Inc., a Delaware corporation (the "Company"), each a "Party" and collectively, "Parties".

RECITALS:

WHEREAS, Flagship is a founder of the Company,

WHEREAS, Flagship and Company agree to manage certain Company functions on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Management Functions. Flagship will provide or arrange to provide Company with certain management functions as set forth on Schedule 1.0 attached hereto (the "Management Functions"). The Management Functions to be rendered by Flagship shall include assistance within the areas of expertise of Flagship. Such Management Functions will be provided by Flagship at reasonable times and upon reasonable notice, as mutually agreed, on an "as-needed" basis. The list of Management Functions set forth on Schedule 1.0 may be amended by mutual agreement of the parties from time to time. In performing the Management Functions hereunder, Flagship will use the same degree of skill and care that it uses in connection with its own work. Flagship will furnish the labor, supervision, services, facilities, supplies and materials necessary to perform the Management Functions set forth on Schedule 1.0. In addition, the parties will enter into the License for office space attached as Exhibit A.

2. Compensation. The Company will reimburse Flagship, on a monthly basis, an amount based on Flagship's fully-burdened direct and indirect costs of providing the Management Functions. This amount shall be calculated based upon the percentage of time spent by Flagship's employees in the provision of such Management Functions. In the case of items in Section 2 of Schedule 1.0, the Company will reimburse Flagship for the person listed plus a pro-rated portion of that person's benefits. It is understood and agreed that the services rendered by any employee of Flagship in his/her capacity as a member of the Board of Directors, or in a non-operating capacity as a strategic advisor, of Company (other than direct out-of-pocket expenses) will not be subject to the compensation provision of this Section. In addition, Company shall reimburse Flagship for all direct out-of-pocket fees and expenses actually incurred by Flagship in connection with providing or arranging for the provision of the Management Functions. Flagship's expenditures in performing the Management Functions shall be determined using Flagship's internal financial and accounting systems. Direct costs shall be allocated on a reasonable and consistent basis. Allocation of all indirect costs, including general and administrative costs, will be made by Flagship on a reasonable basis consistent with Flagship's regular internal cost accounting system.

3. Term and Termination. This Agreement shall continue in effect for 5 years commencing on the Effective Date. This agreement is renewable once for a subsequent 5 year term upon written agreement of both Parties. This Agreement may be terminated by Flagship upon 30 days prior written notice, or upon mutual written consent. Such termination shall not affect any Company's obligation to pay any unpaid consideration accrued prior to the effective date of termination pursuant to Section 2 above. In addition, Sections 5, 6, 7, 8, 9, 10, 11, 12 and 14 shall survive termination of this Agreement.

4. Time Commitment; Other Professionals and Consultants; Subcontractors.

(a) Flagship shall devote such time and effort to the performance of Management Functions as may be necessary or appropriate to fulfill its duties as described in Section 1; *provided, however*, it is specifically understood and agreed by Company that Flagship shall not be required to devote itself, on a full time basis, to the provision of such Management Functions.

(b) Company acknowledges and agrees that, in performing the Management Functions, Flagship may, and is hereby authorized to, arrange for and coordinate the services of other professionals and consultants or otherwise collaborate with other persons, including, without limitation, affiliates of Flagship or other third parties, to provide assistance in carrying out the Management Functions.

(c) Flagship, in its sole discretion, may subcontract all or any portion of Management Functions hereunder to third parties.

5. Reports; Billing. Each month or quarter during the term of this Agreement Flagship shall provide to Company an invoice setting forth in reasonable detail a summary of the Management Functions performed during such month or quarter, and containing a statement of the total costs incurred to provide the Management Functions during such month or quarter. Company agrees to pay all such invoices promptly and in any event within 30 days following Company's receipt thereof.

6. Limitation of Liability. Company agrees that none of Flagship and its affiliates and their respective equity-holders, managers, directors, officers, employees, consultants, subcontractors and agents (each, a "Flagship Indemnified Person") shall have any liability, whether direct or indirect, in contract or tort or otherwise, to Company for or in connection with the Management Functions rendered or to be rendered by any Flagship Indemnified Person pursuant to this Agreement, the transactions contemplated hereby or any Flagship Indemnified Person's actions or inactions in connection with any such Management Functions or transactions, except for-damages which have resulted from such Flagship Indemnified Person's gross negligence or willful misconduct in connection with any such Management Functions, actions or inactions, or from the material breach of this Agreement by Flagship or any Flagship Indemnified Person. NEITHER PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO RECOVER FROM THE OTHER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES.

7. Indemnification of Flagship by Company. Company agrees to indemnify and hold harmless each Flagship Indemnified Person from and against any damages, and to reimburse each Flagship Indemnified Person for all reasonable expenses as they are incurred in investigating, preparing, pursuing, or defending any claim, action, proceeding, or investigation, whether or not in connection with pending or threatened litigation and whether or not any Flagship Indemnified Person is a party (collectively, "Actions"), arising out of or in connection with Management Functions rendered or to be rendered by any Flagship Indemnified Person pursuant to this Agreement, the transactions contemplated hereby or any Flagship Indemnified Person's actions or inactions in connection with any such Management Functions or transactions; provided that Company will not be responsible for any damages of any Flagship Indemnified Person that have resulted from such Flagship Indemnified Person's gross negligence or willful misconduct in connection with any of such Management Functions, actions or inactions referred to above, or from the material breach of this Agreement by Flagship or any Flagship Indemnified Person.

8. Rights to Intellectual Property. All right, title and interest in and to any idea, invention, modification, discovery, design, development, improvement, process, molecule, organism, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or other intellectual property whatsoever and any patent, trademark, copyright or other intellectual property right or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes, or subject to analogous protection) ("Developments") which (a) are acquired or developed solely pursuant to Management Functions provided under this Agreement, and (b) are not Improvements as defined in any current or future patent license agreement between the Parties, shall be the exclusive property of and are hereby assigned to Company. Flagship agrees to cooperate with Company and will take all reasonable measures and execute all documents as are necessary or desirable in order to assign ownership of all Developments to Company and to perfect title in and to all Developments in the sole and exclusive name of Company anywhere in the world at the request and expense of Company. As the sole owner of all Developments, Company shall have the sole and exclusive right to control the filing, prosecution, maintenance and enforcement of all patent, copyright, trademark and other intellectual property rights directed thereto throughout the world.

9. Legal representation. With regard to Management Functions related to legal advice (and not in limitation of the general principles set forth in Section 1), including legal advice related to Company intellectual property and agreements, Company acknowledges that Flagship counsel will be directed to provide advice to Company under this Agreement in furtherance of Flagship's interest in building strong intellectual property protection for Company's business and that Flagship counsel will act in accordance with furthering such interests when working directly with Company. However, Company acknowledges that: (a) Company is not itself a client of Flagship counsel, (b) Flagship counsel is not an employee of Company, and (c) Flagship counsel may have duties and obligations to Flagship whose interests may conflict with interests of Company. In the unlikely event that Flagship and Company's interests in building strong intellectual property protection for Company's business diverge, Company acknowledges that

Flagship counsel will continue to represent Flagship and will no longer provide advice to Company. Flagship acknowledges that Company is free to retain its own counsel to provide legal services, including intellectual property services, at any time. To the extent a conflict of interest exists between the Company and Flagship, the Company hereby agrees to waive, and will not object to, any such conflict of interest. Company and Flagship acknowledge and agree that they have a common interest in the success of the Company generally and, more specifically, in creating, protecting and defending the Company's intellectual property. In furtherance of that common interest, Company and Flagship shall execute, contemporaneously with the execution of this Agreement, the Common Interest Agreement in the form attached hereto as Exhibit B.

10. Confidentiality.

(a) A party to this Agreement receiving Confidential Information from the other party shall maintain the confidential and proprietary status of such Confidential Information, and use commercially reasonable efforts to ensure that such Confidential Information is used only for those purposes specifically authorized herein; *provided, however*, that such restriction shall not apply to any Confidential Information which is (i) independently developed by the receiving party outside the scope of this Agreement, (ii) in the public domain at the time of its receipt or thereafter becomes part of the public domain through no fault of the receiving party,

(iii) received without an obligation of confidentiality from a third party having the right to disclose such information, (iv) released from the restrictions of this Section 10 by the express written consent of the disclosing party, (v) disclosed to any permitted assignee or permitted sublicensee of Flagship or Company hereunder (if such assignee or sublicensee is subject to the provisions of this Section 10 or substantially similar provisions) or (vi) required by law, statute, rule or court order to be disclosed (the disclosing party shall, however, use commercially reasonable efforts to obtain confidential treatment of any such disclosure).

(b) For the purposes of this Section 10, "Confidential Information" shall mean with respect to either party any confidential information (whether or not reduced to writing or other medium), concerning the organization, business or finances of such party or of any third party which such party is under an obligation to keep confidential, including, but not limited to, trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, algorithms, formulae, molecular structures or sequences, customer lists, projects, plans and proposals.

11. Relationship of Parties. Nothing contained in this Agreement is intended or is to be construed to constitute Flagship and Company as partners or Flagship as an employee of Company. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

12. Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, Flagship, Company, and their respective successors and assigns. Any reference to Flagship or Company hereunder shall be deemed to include the successor thereto and assigns thereof.

13. Amendments. No amendment, modification, waiver, termination or discharge of any provision of this neither Agreement, nor consent to any departure by Flagship or Company therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflict of laws of such Commonwealth.

15. Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Flagship and Company hereby waive any provision of law that would render any provision hereof prohibited or unenforceable in any respect.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Managerial Agreement to be duly executed under seal and delivered as of the date first above written.

FLAGSHIP VENTURES MANAGEMENT, INC.

By: /s/ Charles Carelli

Name: Charles Carelli

Title: CFO

Sigilon, Inc.

By: /s/ Douglas Cole

Name: Douglas Cole

Title: President

Management Functions

1. Management to be provided by Flagship for benefit of Company:
 - A. Financial
 - Central Accounting
 - Financial Reporting
 - Treasury Purchasing
 - B. Human Resources
 - Payroll processing
 - Human Resources representation Recruiting
 - Employee benefit administration
 - C. Legal and Intellectual Property
 - Patent portfolio development and management
 - Freedom-to-Operate analysis
 - Review of and advice related to housekeeping agreements and licenses
 - D. General Consulting
 - E. IT and Other
 - Information Technology management
 - Facilities (including telephone, internet connection, and network management)
 - Reception
2. General Management and Strategic Advice:

General Management and Strategic Advice fees are calculated, billed and approved on a monthly basis.

[license for office space]

APPENDIX B

COMMUNITY OF LEGAL INTEREST AGREEMENT

This Community of Legal Interest Agreement (the “**Agreement**”) effective as of May 14, 2015 (“**Effective Date**”) by and among **Flagship Ventures Management, Inc.**, having an address at 1 Memorial Drive, 7th Fl., Cambridge, MA 02142 (“**Flagship**”) and **Sigilon, Inc.**, having an address at 1 Memorial Drive, 7th Fl., Cambridge, MA 02142 (“**Sigilon**”), each a “Party” and collectively, the “Parties” to this Agreement.

WHEREAS, Flagship has founded Sigilon,

WHEREAS, Sigilon is a company in the business of developing treatments for disease using encapsulated cell therapy.

WHEREAS, Flagship and Sigilon will engage in discussions related to Sigilon’s intellectual property, freedom-to-operate, and certain agreements (“**Discussions**”), and in the course of the Discussions, there have been and are expected to be communications between the Parties and their counsel to which attorney-client privilege, work product immunity, joint defense doctrine, or similar doctrines apply (“**Privileged Communications**”),

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Recognition of Common Interest.

The Parties recognize that their interests are aligned as follows:

- (1) The Parties have an identical and common interest in the success of Sigilon generally and, more specifically, in creating, protecting and defending Sigilon’s intellectual property and any Flagship intellectual property that may be assigned or licensed to Sigilon.
- (2) The Parties have an identical and common interest in ensuring that Sigilon’s work does not infringe any valid and enforceable 3d party patents.
- (3) The Parties have an identical and common interest in defending against claims for patent infringement related to Sigilon’s work and against any patent challenge to Sigilon’s intellectual property or to any Flagship intellectual property that may be assigned or licensed to Sigilon.

For at least these reasons, the Parties have an identical and common interest.

2. Community of Legal Interest.

The Parties hereby agree, and hereby reaffirm that a community of legal interest exists between the Parties related to the Discussions, including in particular Discussions related to legal and intellectual property matters under the Managerial Agreement between the Parties dated May 14, 2015(the “**Managerial Agreement**”), and have concluded that the exchange of information, mental impressions, strategy, memoranda, written and verbal communications relating to Discussions is necessary. Any information exchanged in Privileged Communications relating to the Discussions,

including the fact of such exchange, whether prior or subsequent to the Effective Date, will be “**Covered Information**” that is subject to the community of legal interest and that is, to the broadest extent applicable and legally permissible, protected by the attorney-client privilege, the joint defense privilege, the common interest privilege, the work product protection, and/or other applicable privileges, immunities and related doctrines (collectively, “**Privileges**”). It is the Parties’ intent to preserve and maintain all Privileges, and no communication between the Parties regarding Covered Information will be construed or interpreted as a waiver by any Party of any such Privilege.

Information exchanged between the Parties under this agreement is to be provided solely for the use of the Parties in connection with the common interest of the Parties, and is to be used by the Parties solely in connection with the common interest.

3. Preserving Privilege.

Each Party agrees to use commercially reasonable efforts to ensure that the confidentiality of Covered Information is maintained at all times, and that no disclosure is made and no action is taken that would compromise or waive any Privilege applicable to such Covered Information without the prior written consent of the other Party. Each Party agrees to keep confidential this Agreement, its terms and the fact of any exchange of Covered Information hereunder, unless disclosure is required by legal process or to support a claim of privilege or other protection from disclosure.

The Parties agree that any disclosure, including inadvertent disclosure, of Covered Information that is not authorized by the terms of this Agreement shall not be deemed a waiver of any Privilege, of any Party hereto. In the event such unauthorized disclosure is nevertheless found to be a waiver, it shall be considered a waiver only as to the information disclosed, and shall not be deemed a general waiver as to the subject matter to which the disclosed information relates. In the event of disclosure of any Covered Information not permitted by this Agreement, the Party and/or counsel responsible for causing the disclosure agree to immediately notify the Party that provided any such material about the disclosure and the Parties shall cooperate to restore the confidentiality, privilege or immunity to that disclosed material, including retrieval of all copies, if possible.

4. Independent Counsel.

The Parties understand and hereby acknowledge that each Party is represented only by its own counsel and that, although each counsel has a duty to preserve the Privileges applicable to the Covered Information received from the other Parties, each counsel will be acting as counsel only for its client and will owe a duty of loyalty only to its own client. No provision of this Agreement will be construed to defeat the attorney-client privilege and/or work product protection between a Party and its respective counsel, and no provision of this Agreement will be construed to create an attorney-client relationship between a Party and the counsel for any other Party. Neither this Agreement nor the exchange of Covered Information will be grounds for seeking the disqualification, now or in the future, of any counsel to a Party. The fact that any counsel to a Party has had access to or used Covered Information, or has acted for its respective Party, will not in any way preclude that counsel (or that counsel’s firm) from representing any interest that may be construed to be adverse to the other Parties, or used as a basis for seeking to disqualify that counsel (or counsel’s firm) from representing its respective Party. By entering into this Agreement, each Party hereby waives any right it may otherwise have to seek the disqualification of counsel (or counsel’s firm) in any matter based upon activities undertaken pursuant to this Agreement.

5. Withdrawal of a Party and Termination of this Agreement.

Each Party is free to withdraw prospectively (but not retroactively) from this Agreement, upon prior written notice to the other Party or upon termination of the Operations Agreement, but after any such withdrawal, the obligation of each Party to maintain the Privileges applicable to the Covered Information received from the other Parties, and to take no action contrary thereto, will remain in full force and effect and will continue to protect all such Covered Information.

6. Successors and Assigns,,

Each Party commits and represents to the other Party that it has full and final authority to execute this Agreement, and that no further action of the Party, its management, board of directors, or shareholders is necessary to make this Agreement a valid and binding obligation of the Party. This Agreement shall be binding upon the successors and assigns of the Parties. No Party may assign any of the rights contained herein without the prior written consent of all Parties to the Agreement. ·

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

FLAGSHIP VENTURES MANAGEMENT INC.

By: /s/ Charles Carelli
Name: Charles Carelli
Title: CFO
Date: 5/14/15

Sigilon, Inc.

By: /s/ Douglas Cole
Name: Douglas Cole
Title: President
Date: 5/14/15