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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): June 21, 2018**

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**Eloxx Pharmaceuticals, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-31326**  
(Commission  
File Number)

**84-1368850**  
(IRS Employer  
Identification No.)

**950 Winter Street**  
**Waltham, MA**  
(Address of principal executive offices)

**02451**  
(Zip Code)

**Registrant's telephone number, including area code: (781) 577-5300**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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))

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.

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**Item 1.01 Entry into a Material Definitive Agreement**

On June 21, 2018, Eloxx Pharmaceuticals, Inc. (the “Company”) entered into a First Amendment To Lease (the “Lease Amendment”) amending the Lease Agreement dated October 26, 2017 (the “Lease”) with BP Bay Colony LLC, as landlord. Pursuant to the Lease Amendment, the Company (i) increased the office space under the Lease from 3,736 square feet to 10,674 square feet at its corporate headquarters in Waltham, MA and (ii) extended the term of the lease through the date that is three years from the delivery of the new rental space, which is expected on or around September 1, 2018. The Company’s option to extend the lease term for an additional three-year period will apply from the end of the new lease term. Annual rent payments for the premises will be \$464,319, or \$43.50 per square foot.

A copy of the Lease Amendment is filed as Exhibit 10.1 to this Report and is incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***Employment Agreement with Dr. Greg Williams*

On June 25, 2018, the Company announced that the Board of Directors (the “Board”) approved, and the Company entered into, an employment agreement (the “Williams Agreement”) with Dr. Greg Williams, to serve as Chief Operating Officer of the Company. Pursuant to the Williams Agreement, Dr. Williams shall receive a base salary at an annual rate of \$375,000, payable bimonthly during the term of his employment, along with a signing bonus of \$50,000, payable on the first regularly scheduled payroll following Dr. Williams’ first day of employment. He is also eligible to earn an annual, performance-based bonus with a target bonus of up to 40% of his base salary, at the discretion of the Board. Under the Williams Agreement, the Company granted to Dr. Williams an option to purchase 300,000 shares of the Company’s common stock (the “Williams Option Award”) under the Company’s 2018 Equity Incentive Plan (the “2018 Plan”) at an exercise price of \$18.85 per share. The Williams Option Award is subject to vesting over four years with one-third of the grant vesting on the first anniversary of the grant date (the “Cliff Vesting Date”) and one-twelfth of the grant vesting on each successive quarterly anniversary of the Cliff Vesting Date.

Pursuant to the terms of the Williams Agreement, upon a termination by the Company without cause or a resignation by Dr. Williams for good reason (as such terms are defined in the Williams Agreement), Dr. Williams will be entitled to (1) continued payments of his base salary for 12 months, (2) payments for COBRA coverage at applicable rates for 12 months, (3) any Annual Bonus (as defined in the Williams Agreement) earned but unpaid for the year immediately prior to the date his employment terminated, and (4) a pro-rata portion of the Target Bonus (as defined in the Williams Agreement) based the number of days that Dr. Williams was employed during such performance year or achievement of performance goals as determined by the Board in good faith, depending on whether performance goals were established as of the date of termination.

If Dr. Williams’s employment is terminated by the Company without cause or by Dr. Williams for good reason within 24 months following a Significant Event (as defined in the Williams Agreement), he will be entitled to (1) continued payments of his base salary for 18 months, (2) payments for COBRA coverage at applicable rates for 18 months, (3) any Annual Bonus earned but unpaid for the year immediately prior to the date his employment terminated, and (4) the full Target Bonus for the performance year in which his employment terminated.

Dr. Williams, age 59, previously served as the Chief Development Officer and Chief Development and Operations Officer at Radius Health, Inc. from January 2014 to May 2018. From 2006 to 2013, he held a series of progressively increasing executive and leadership roles with The Medicines Company including Vice President - Innovation Leader, Vice President - Global Product Development and Vice President - Regulatory Affairs and Program Management. Prior to joining The Medicines Company, Dr Williams held roles with established companies such as NPS Pharmaceuticals, GSK and Parke-Davis Pharmaceuticals. Dr. Williams is a graduate of Rutgers University (PhD, Biopharmaceutics), Cornell University (MBA), and Fairleigh Dickinson University (MS Chemistry, BS Biology and Chemistry).

The foregoing description of the terms of the Williams Agreement is not complete and is qualified in its entirety by reference to the full text thereof, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference. A copy of the press release announcing the appointment of Dr. Williams as COO and also David P. Snow as Chief Business Officer, as well as the Company being added to the Russell 2000® Index is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

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**Item 9.01. Financial Information and Exhibits**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Lease Amendment dated June 21, 2018</u></a>
10.2	<a href="#"><u>Employment Agreement with Dr. Greg Williams dated June 25, 2018</u></a>
99.1	<a href="#"><u>Press Release dated June 25, 2018</u></a>

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**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.

**ELOXX PHARMACEUTICALS, INC.**

Date: June 26, 2018

By: /s/ Gregory Weaver  
Gregory Weaver  
Chief Financial Officer

FIRST AMENDMENT TO LEASE

FIRST AMENDMENT TO LEASE dated as of this 21st day of June, 2018 by and between BP BAY COLONY LLC, a Delaware limited liability company ("**Landlord**"), and ELOXX PHARMACEUTICALS, INC., a Delaware corporation ("**Tenant**").

RECITALS

By Lease dated October 26, 2017 (the "**Lease**"), Landlord did lease to Tenant and Tenant did hire and lease from Landlord certain premises containing 3,736 square feet of rentable floor area (the "**Rentable Floor Area of the Initial Premises**") on the fourth (4<sup>th</sup>) floor of the building (the "**Building**") known as and numbered 950 Winter Street, Waltham, Massachusetts (referred to herein as the "**Initial Premises**").

Landlord and Tenant have agreed (i) to increase the size of the Premises by adding thereto an additional 6,938 square feet of rentable floor area (the "**Rentable Floor Area of the Expansion Premises**") located on the fourth (4<sup>th</sup>) floor of the Building, which space is shown on Exhibit A attached hereto and made a part hereof (the "**Expansion Premises**"), and (ii) to extend the Term of the Lease through the last day of the month in which the third (3<sup>rd</sup>) anniversary of the Expansion Premises Commencement Date (as hereinafter defined) occurs, in each case, upon all of the same terms and conditions contained in the Lease except as otherwise provided in this First Amendment to Lease (the "**First Amendment**").

Landlord and Tenant are entering into this instrument to set forth said leasing of the Expansion Premises and extension of the Lease Term and to otherwise amend the Lease as set forth herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, Landlord and Tenant hereby agree to and with each other as follows:

**1. Incorporation of the Expansion Premises.**

(A) Effective as of the Expansion Premises Commencement Date, (i) the Expansion Premises shall constitute a part of the "Premises" (and "Tenant's Premises") demised to Tenant under the Lease so that the "Premises" and "Tenant's Premises" (as defined in the Lease) shall include the Initial Premises and the Expansion Premises, (ii) the "**Rentable Floor Area of the Premises**" shall be 10,674 square feet of rentable floor area for all purposes under the Lease, including, without limitation, for the purposes of computing Tenant's payments for Operating Expenses Allocable to the Premises pursuant to Section 2.6 of the Lease, Landlord's Tax Expenses Allocable to the Premises pursuant to Section 2.7 of the Lease and electricity pursuant to Section 2.8 of the Lease, and (iii) all terms and conditions of the Lease shall be applicable to the Expansion Premises, except as otherwise provided in this First Amendment.

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(B) The “Expansion Premises Commencement Date” shall be the day on which the Expansion Premises are delivered by Landlord to Tenant. The Expansion Premises shall be considered delivered by Landlord to Tenant on the day when the Expansion Premises are deemed to be substantially complete, as defined in Exhibit B-1 attached hereto. Landlord estimates that the Expansion Premises Commencement Date shall occur on or around September 1, 2018 (the “**Estimated Expansion Premises Commencement Date**”).

(C) The condition of the Expansion Premises upon Landlord’s delivery along with any work to be performed by Landlord shall be as set forth in the Work Agreement attached hereto as Exhibit B-1 and made a part hereof.

(D) As soon as may be convenient after the Expansion Premises Commencement Date has been determined, Landlord and Tenant agree to join with each other in the execution of a written declaration in the form of Exhibit C attached hereto, in which the Expansion Premises Commencement Date and the First Extended Term (as hereinafter defined) shall be stated. If Tenant fails to execute such declaration, the Expansion Premises Commencement Date and the First Extended Term shall be as reasonably determined by Landlord in accordance with the terms of this First Amendment.

## 2. **Term.**

(A) Landlord and Tenant acknowledge and agree that the Lease Term commenced on November 15, 2017 (being the “Commencement Date” under the Lease). The Term of the Lease, which but for this First Amendment is scheduled to expire on December 31, 2020, is hereby extended for the period commencing on January 1, 2021 and expiring on the date that is the last day of the month in which the third (3<sup>rd</sup>) anniversary of the Expansion Premises Commencement Date occurs (the “**First Extended Term**”), unless sooner terminated or extended in accordance with the provisions of the Lease, upon all the same terms and conditions contained in the Lease as herein amended.

(B) The Term of the Lease for the Initial Premises and the Expansion Premises shall be coterminous. Accordingly, the extension option contained in Section 9.18 of the Lease (as herein amended) shall apply to the Initial Premises and the Expansion Premises collectively and not to either such space independently.

## 3. **Extension Option.**

(A) Landlord and Tenant acknowledge and agree that Tenant’s only option to further extend the Lease Term beyond the expiration of the First Extended Term shall be upon the terms and conditions set forth in Section 9.18 of the Lease, as hereinafter amended.

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(B) Section 9.18 of the Lease is hereby amended as follows:

- i. The first sentence of Section 9.18(A) is hereby amended by deleting the phrase “the Extended Term in question” and replacing it with the following: “the Second Extended Term (as hereinafter defined)”;
- ii. The penultimate sentence of Section 9.18(A) is hereby deleted in its entirety and replaced with the following: “The option period is sometimes herein referred to as the “Second Extended Term.”; and
- iii. All references to the “Extended Term” in Sections 9.18(B) and (C) are hereby deleted and replaced with the term “Second Extended Term”.

4. **Annual Fixed Rent.**

(A) For the period prior to the Expansion Premises Commencement Date, Annual Fixed Rent for the Initial Premises shall continue to be payable as set forth in the Lease.

(B) For the period from the Expansion Premises Commencement Date through the First Extended Term, Annual Fixed Rent for the Premises (i.e., the Initial Premises and the Expansion Premises together) shall be payable at the annual rate of \$464,319.00 (being the product of (i) \$43.50, and (ii) the Rentable Floor Area of the Premises (being 10,674 square feet)).

(C) Annual Fixed Rent for the Premises for the Second Extended Term, if exercised, shall be determined in accordance with the terms and provisions of Section 9.18 of the Lease (as herein amended).

5. **Symmetric Furniture.** Symmetric Capital, LLC, a Delaware limited liability company (“**Symmetric**”), was the prior tenant occupying the Expansion Premises pursuant to a lease by and between Symmetric and Landlord, and Symmetric vacated the Expansion Premises as of May 4, 2018 (the “**Symmetric Surrender Date**”). Pursuant to the Bill of Sale by and between Tenant and Symmetric attached hereto as Exhibit D (the “**Bill of Sale**”), Tenant bought from Symmetric the furniture listed on the Bill of Sale (the “**Furniture**”), which Furniture is located in the Expansion Premises. In connection therewith and notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that Landlord shall permit the Furniture to remain in the Expansion Premises during the period between the Symmetric Surrender Date and the earlier to occur of (x) Expansion Premises Commencement Date, and (y) the date that is thirty (30) days from the date of Tenant’s Expansion Premises Termination Notice (as defined in Exhibit B-1) (the “**Interim Period**”) and that the Furniture shall be in the Expansion Premises when Landlord delivers the Expansion Premises to Tenant; provided, however, that the Tenant further acknowledges and agrees that (i) the sale of the Furniture is a transaction solely between Tenant and Symmetric, and Landlord is not a party to such transaction, (ii) Landlord shall have no obligations with respect to the Furniture except to allow it to remain in the Expansion Premises during the Interim Period as set forth in this Section 5, (iii) Landlord shall be deemed to have duly delivered the Expansion Premises to Tenant on the Expansion Premises Commencement Date notwithstanding the presence of the Furniture in the Expansion Premises, (iv) Tenant shall be solely responsible for the maintenance and subsequent removal of the Furniture upon the

expiration or earlier termination of the Term of the Lease; (v) Tenant shall have no right to access the Expansion Premises during the Interim Period except as otherwise expressly set forth in Section 1.1(B)(4) of Exhibit B-1, and (vi) during the Interim Period, (a) the Furniture shall constitute “Tenant’s Property” (as defined in Section 8.4 of the Lease), (b) all terms and conditions in Article VIII of the Lease applicable to Tenant’s Property and its presence in the Premises, including, without limitation, Sections 8.2 and 8.4 of the Lease, shall be applicable to the Furniture and its presence in the Expansion Premises and Tenant shall comply with the requirements and obligations thereof, and (c) Section 8.1 of the Lease shall apply to any and all claims arising from or related to the presence of the Furniture in the Expansion Premises during the Interim Period. The terms of clause (vi) of this Section 5 shall survive any termination of this First Amendment pursuant to Section 1.2 of Exhibit B-1 attached hereto.

6. Parking. Effective as of the Expansion Premises Commencement Date, the Lease shall be amended by deleting the definition of “Number of Parking Spaces” in Section 1.1 of the Lease and replacing it with the following:

“Number of Parking Spaces:   Thirty-Two (32) (being three (3) spaces per 1,000 square feet of the Rentable Floor Area of the Premises).”

7. Security Deposit.

(A) Landlord and Tenant acknowledge that Landlord is currently holding a security deposit in the amount of Forty Thousand Six Hundred Twenty-Nine and 00/100 Dollars (\$40,629.00) in accordance with Section 9.19 of the Lease as security for Tenant’s performance of its obligations under the Lease (the “**Existing Security Deposit**”). Tenant agrees to deliver to Landlord the sum of Seventy-Seven Thousand Three Hundred Eighty-Six and 50/100 Dollars (\$77,386.50) (the “**Additional Security Deposit**”) upon the execution and delivery of this First Amendment. Such Additional Security Deposit shall be held by Landlord together with the Existing Security Deposit in the total amount of One Hundred Eighteen Thousand Fifteen and 50/100 Dollars (\$118,015.50) as security for the performance of Tenant of all obligations on the part of Tenant under the Lease in accordance with Section 9.19 of the Lease, as herein amended.

(B) Section 9.19(B)(i) of the Lease is hereby deleted in its entirety and replaced with the following:

“(B) (i) Landlord shall return a Thirty-Eight Thousand Six Hundred Ninety-Three and 25/100 Dollars (\$38,693.25) portion of such deposit to Tenant so that the remainder of such deposit shall be Seventy-Nine Thousand Three Hundred Twenty-Two and 25/100 Dollars (\$79,322.25) on the date that is eighteen (18) months from the Expansion Premises Commencement Date if (i) Tenant is not then in default under the terms of this Lease without the benefit of notice or grace, (ii) Landlord has not applied such deposit or any portion thereof to Landlord’s damages arising from any default on the part of Tenant, whether or not Tenant has restored the amount so applied by Landlord, and (iii) there have been no more than two (2) Event of Default occurrences during the Term.”



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8. Brokerage.

(A) Tenant warrants and represents that Tenant has not dealt with any broker in connection with the consummation of this First Amendment, and in the event any claim is made against Landlord relative to dealings by Tenant with brokers, Tenant shall defend the claim against Landlord with counsel of Tenant's selection first approved by Landlord (which approval will not be unreasonably withheld) and save harmless and indemnify Landlord on account of loss, cost or damage which may arise by reason of such claim.

(B) Landlord warrants and represents that Landlord has not dealt with any broker in connection with the consummation of this First Amendment; and in the event any claim is made against Tenant relative to dealings by Landlord with brokers, Landlord shall defend the claim against Tenant with counsel of Landlord's selection and save harmless and indemnify Tenant on account of loss, cost or damage which may arise by reason of such claim.

9. Capitalized Terms. Except as otherwise expressly provided herein, all capitalized terms used herein without definition shall have the same meanings as are set forth in the Lease.

10. Ratification. Except as herein amended the Lease shall remain unchanged and in full force and effect. All references to the "Lease" shall be deemed to be references to the Lease as herein amended.

11. Authority. Each of Landlord and Tenant hereby represents and warrants to the other that all necessary action has been taken to enter this First Amendment and that the person signing this First Amendment on its behalf has been duly authorized to do so.

12. Electronic Signatures. The parties acknowledge and agree that this First Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

*[Signatures on Following Page]*

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EXECUTED as of the date and year first above written.

WITNESS:

/s/ Patrick Kimble

LANDLORD:

BP BAY COLONY LLC, a Delaware limited liability company

BY: BP BAY COLONY HOLDINGS LLC, a Delaware limited liability company, its sole member

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its member

BY: BOSTON PROPERTIES, INC., a Delaware Corporation, its general partner

BY: /s/ Bryan Koop  
Name: Bryan Koop  
Title:

TENANT:

ATTEST:

/s/ Greg Weaver

ELOXX PHARMACEUTICALS, INC., a Delaware corporation

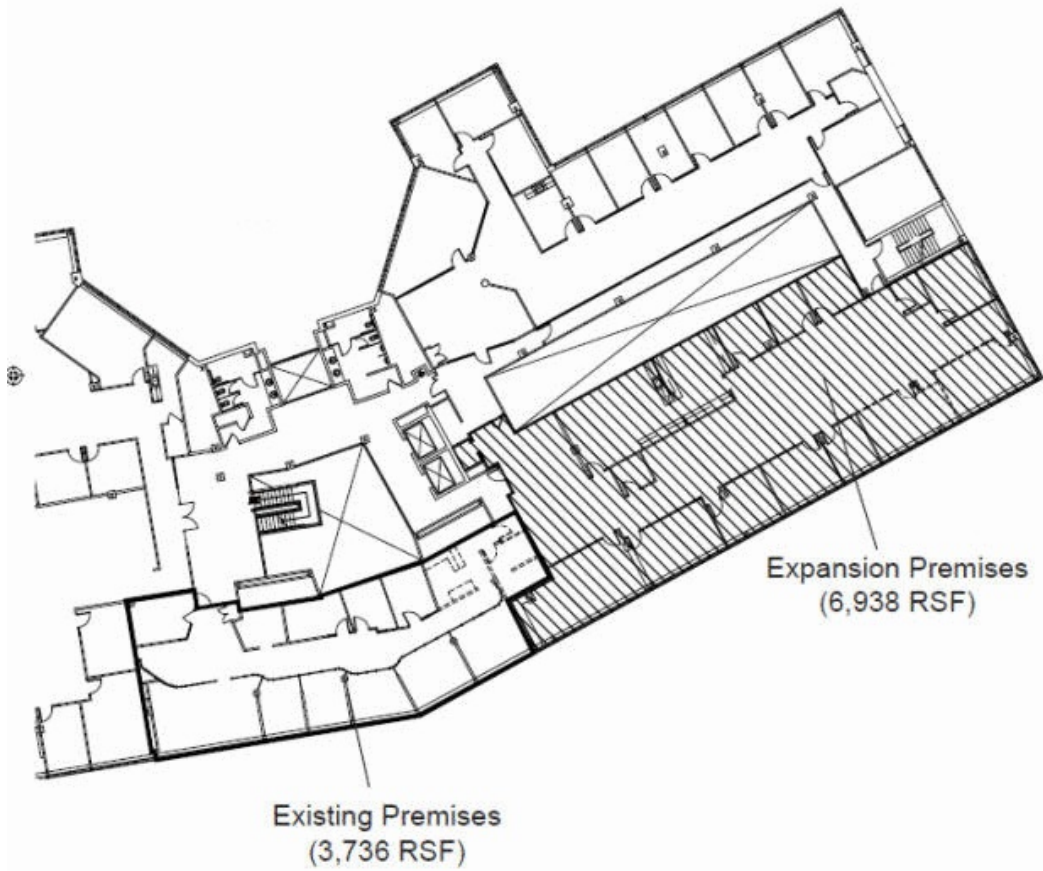
By: /s/ Robert Ward  
Name: Robert Ward  
Title: Chairman and CEO

EXHIBIT A

EXPANSION PREMISES



950 Winter Street  
4th Floor



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EXHIBIT B-1

WORK AGREEMENT

1.1 Substantial Completion

(A) Plans and Construction Process.

- (1) Landlord's Work. Landlord shall perform the work shown on the plans (the "**Plans**") listed on Exhibit B-2 attached hereto ("**Landlord's Work**"); provided, however, that Landlord shall have no responsibility for the installation or connection of Tenant's computer, telephone, other communication equipment, systems or wiring. Any items of work requested by Tenant and not shown on the Plans shall be deemed to be Change Proposal(s) (as defined below) and shall be subject to the terms and provisions of subsection (2) below.
- (2) Change Orders. Tenant shall have the right, in accordance herewith, to submit for Landlord's approval change proposals with respect to items of work not shown on the Plans (each, a "**Change Proposal**"). Landlord agrees to respond to any such Change Proposal within such time as is reasonably necessary (taking into consideration the information contained in such Change Proposal) after the submission thereof by Tenant, advising Tenant of any anticipated increase in costs which costs shall include a construction management fee equal to 3% of the Change Proposal ("**Change Order Costs**") associated with such Change Proposal, as well as an estimate of any delay which would likely result in the completion of the Landlord's Work if a Change Proposal is made pursuant thereto ("**Landlord's Change Order Response**"). Tenant shall have the right to then approve or withdraw such Change Proposal within five (5) days after receipt of Landlord's Change Order Response. If Tenant fails to respond to Landlord's Change Order Response within such five (5) day period, such Change Proposal shall be deemed withdrawn. If Tenant approves Landlord's Change Order Response, then such Change Proposal shall be deemed a "Change Order" hereunder and if the Change Order is made, then the Change Order Costs associated with the Change Order shall be deemed additions to the Tenant Plan Excess Costs and shall be paid in the same manner as Tenant Plan Excess Costs are paid as set forth in Section 1.5 of this Work Agreement.
- (3) Tenant Response to Requests for Information and Approvals. Except to the extent that another time period is expressly herein set forth, Tenant shall respond to any request from Landlord, Landlord's architect, Landlord's contractor and/or Landlord's Construction Representative for approvals or information in connection with Landlord's Work, within two (2) business days of Tenant's receipt of such request. In addition, Tenant shall, within

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two (2) business days after receipt thereof from Landlord, execute and deliver to Landlord any affidavits and documentation required in order to obtain all permits and approvals necessary for Landlord to commence and complete Landlord's Work on a timely basis ("**Permit Documentation**").

(4) Time of the Essence. Time is of the essence in connection with Tenant's obligations under this Section 1.1.

(B) Substantial Completion: Tenant Delay.

- (1) Landlord's Obligations. Subject to delays due to Tenant Delays (as hereinafter defined) and delays due to Force Majeure, as defined in Section 6.1 of the Lease, Landlord shall use reasonable speed and diligence to have the Landlord's Work substantially completed on or before the Estimated Expansion Premises Commencement Date, but Tenant shall have no claim against Landlord for failure so to complete construction of Landlord's Work in the Expansion Premises, except for the right to terminate this First Amendment, without further liability to either party hereunder, in accordance with the provisions hereinafter specified in Section 1.2 of this Work Agreement.
- (2) Definition of Substantial Completion. The Expansion Premises shall be treated as having been substantially completed (including, without limitation, for purposes of Section 1(B) of this First Amendment) on the later of:
  - (a) The date on which Landlord's Work, together with common facilities for access and services to the Expansion Premises, has been completed (or would have been completed except for Tenant Delay) except for items of work and adjustment of equipment and fixtures which can be completed after occupancy has been taken without causing substantial interference with Tenant's use of the Expansion Premises (i.e. so-called "punch list" items), or
  - (b) The date when permission has been obtained from the applicable governmental authority, to the extent required by law, for occupancy by Tenant of the Expansion Premises for the Permitted Use, unless the failure to obtain such permission is due to a Tenant Delay.

In the event of any dispute as to the date on which Landlord's Work has been completed, the reasonable determination of Landlord's architect as to such date shall be deemed conclusive and binding on both Landlord and Tenant.

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- (3) Incomplete Work. Landlord shall complete as soon as conditions practically permit any incomplete items of Landlord's Work, and Tenant shall cooperate with Landlord in providing access as may be required to complete such work in a normal manner.
  - (4) Early Access by Tenant. Landlord shall permit Tenant access for installing Tenant's trade fixtures in portions of the Expansion Premises prior to substantial completion when it can be done without material interference with remaining work or with the maintenance of harmonious labor relations. Any such access by Tenant shall be upon all of the terms and conditions of the Lease (other than the payment of Annual Fixed Rent with respect to the Expansion Premises) and shall be at Tenant's sole risk, and Landlord shall not be responsible for any injury to persons or damage to property resulting from such early access by Tenant.
  - (5) Prohibition on Access by Tenant Prior to Actual Substantial Completion. If, prior to the date that the Expansion Premises are in fact actually substantially complete, the Expansion Premises are deemed to be substantially complete as a result of a "Tenant Delay" (as defined below) (i.e. and the Expansion Premises Commencement Date has therefor occurred), Tenant shall not (except with Landlord's consent) be entitled to take possession of the Expansion Premises for the Permitted Use until the Expansion Premises are in fact actually substantially complete.

(C) Tenant Delay.

- (1) A "Tenant Delay" shall be defined as the following:
  - (a) Tenant's failure timely to respond to any request from Landlord, Landlord's architect, Landlord's contractor and/or Landlord's Construction Representative or to timely provide all required Permit Documentation to Landlord within the applicable time periods set forth in this Work Agreement;
  - (b) Tenant's failure to pay the Tenant Plan Excess Costs in accordance with Section 1.5 hereinbelow;
  - (c) Any delay due to items of work for which there is long lead time in obtaining the materials therefor or which are specially or specifically manufactured, produced or milled for the work in or to the Expansion Premises and require additional time for receipt or installation;
  - (d) Any delay due to changes, alterations or additions required or made by Tenant with respect to items not shown on the Plans including, without limitation, Change Orders; or

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- (e) Any other delays caused by Tenant, Tenant's contractors, architects, engineers, or anyone else engaged by Tenant in connection with the preparation of the Expansion Premises for Tenant's occupancy, including, without limitation, utility companies and other entities furnishing communications, data processing or other service, equipment, or furniture.
- (2) *Tenant Obligations with Respect to Tenant Delays.*
- (a) Tenant covenants that no Tenant Delay shall delay commencement of the Term with respect to the Expansion Premises or the obligation to pay Annual Fixed Rent or Additional Rent with respect to the Expansion Premises, regardless of the reason for such Tenant Delay or whether or not it is within the control of Tenant or any such employee. Landlord's Work shall be deemed substantially completed as of the date when Landlord's Work would have been substantially completed but for any Tenant Delays, as determined by Landlord in the exercise of its good faith business judgment.
- (b) Tenant shall reimburse Landlord the amount, if any, by which the cost of Landlord's Work is increased as the result of any Tenant Delay.
- (c) Any amounts due from Tenant to Landlord under this Section 1.1(C)(2) shall be due and payable within thirty (30) days of billing therefor (except that amounts due in connection with Change Orders shall be paid as provided in Section 1.5), and shall be considered to be Additional Rent. Nothing contained in this Section 1.1(C)(2) shall limit or qualify or prejudice any other covenants, agreements, terms, provisions and conditions contained in the Lease.

### 1.2 Outside Completion Date

If Landlord shall have failed substantially to complete Landlord's Work in the Expansion Premises described in the Plans on or before November 1, 2018 (the "**Outside Expansion Premises Completion Date**") (which date shall be extended automatically for such periods of time as Landlord is prevented from proceeding with or completing the same by reason of Landlord's Force Majeure as defined in Section 6.1 of the Lease or any act or failure to act of Tenant which interferes with Landlord's construction of the Expansion Premises without limiting Landlord's other rights on account thereof), Tenant shall have the right to terminate this First Amendment by giving notice ("**Expansion Premises Termination Notice**") to Landlord of Tenant's desire to do so before such completion and within the time period from the Outside Expansion Premises Completion Date (as so extended) until the date which is thirty (30) days subsequent to the Outside Expansion Premises Completion Date (as so extended); and, upon the giving of such notice, this First Amendment shall be deemed null and void and of no further force and effect without further liability or obligation on the part of either party hereunder, unless, within thirty (30) days after receipt of such notice,

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Landlord substantially completes Landlord's Work. Such right to terminate this First Amendment shall be Tenant's sole and exclusive remedy for Landlord's failure so to complete Landlord's Work within such time, and in no event shall Tenant have the right to terminate the Lease. Each day of Tenant Delay shall be deemed conclusively to cause an equivalent day of delay by Landlord in substantially completing Landlord's Work pursuant to Section 1.1 of this Work Agreement, and thereby automatically extend for each such equivalent day of delay the date of the Outside Expansion Premises Completion Date. In the event that Tenant exercises its right to terminate this First Amendment pursuant to this Section 1.2, then Tenant shall remove the Furniture (as defined in Section 5 of this First Amendment) from the Expansion Premises within thirty (30) days of the date of Tenant's Expansion Premises Termination Notice. Any Furniture which remains in the Expansion Premises after such thirty (30) day period shall be conclusively deemed abandoned and may either be retained by Landlord as its property or sold or otherwise disposed of in such manner as Landlord may see fit.

### 1.3 Quality and Performance of Work

All construction work required or permitted by the Lease shall be done in a good and workmanlike manner and in compliance with all Legal Requirements and all Insurance Requirements. All of Tenant's work shall be coordinated with any work being performed by or for Landlord and in such manner as to maintain harmonious labor relations. Each party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Each party authorizes the other to rely in connection with design and construction upon approval and other actions on the party's behalf by any Construction Representative of the party named in Section 1.1 of the Lease or any person thereafter designated in substitution or addition by notice to the party relying. Landlord hereby designates Kara Must in substitution for Landlord's Construction Representative named in Section 1.1 of the Lease. Except to the extent to which Tenant shall have given Landlord notice of respects in which Landlord has not performed Landlord's construction obligations under this Work Agreement (if any) (i) not later than the end of the sixth (6<sup>th</sup>) full calendar month next beginning after the Expansion Premises Commencement Date with respect to the heating, ventilating and air conditioning systems servicing the Expansion Premises, and (ii) not later than the third (3<sup>rd</sup>) full calendar month next beginning after the Expansion Premises Commencement Date with respect to Landlord's construction obligations under this Work Agreement not referenced in (i) above, Tenant shall be deemed conclusively to have approved Landlord's construction and shall have no claim that Landlord has failed to perform any of Landlord's obligations under this Work Agreement (if any). Landlord agrees to correct or repair at its expense items which are then incomplete or do not conform to the work contemplated under the Plans and as to which, in either case, Tenant shall have given notice to Landlord, as aforesaid.

### 1.4 Intentionally Omitted

### 1.5 Tenant Plan Excess Costs

Notwithstanding anything contained in this Work Agreement to the contrary, it is understood and agreed that Tenant shall be fully responsible for the costs of any items of work not shown on Exhibit B-2 attached hereto and the costs of any items of work shown as a "Tenant Cost" on Exhibit B-2 (by virtue of an "X" being noted in the Tenant Cost column) (the "**Tenant Plan Excess Costs**"). To the extent, if any, that there are Tenant Plan Excess Costs, Tenant shall pay Landlord,



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as Additional Rent, 50% of the Tenant Plan Excess Costs prior to the commencement of the Landlord's Work, with the balance of the Tenant Plan Excess Costs due upon substantial completion of the Landlord's Work; provided, however, that in the event that the Tenant Plan Excess Costs exceed \$10,000.00 (the "**Maximum Amount**"), then Tenant shall pay to Landlord, as Additional Rent, at the time that Tenant approves any Change Order that causes the Tenant Plan Excess Costs to exceed the Maximum Amount, all Tenant Plan Excess Costs in excess of the Maximum Amount.

## PLANS AND TURNKEY MATRIX



### Tenant Work Letter

DATE 6/15/2018

Tenant: Eloxx Expansion

Delineation of Base Building Core/Shell Work and Tenant Work

Based on Fit Plan dated 5/15/18

ELEMENT	DESCRIPTION	TURN-KEY SCOPE	TENANT COST
Demolition	Minor demolition of any existing floor, walls, finishes or ceiling as needed to construct per the plans.	X	
Doors & Frames	F&I (1) new paint grade door for existing server room	X	
	Existing Doors to Remain - (1) Man day of existing door touch-up	X	
Tile	Existing tile at tenant entry to remain	X	
Drywall	(1) New demising wall near new tenant entry	X	
	GWB patching throughout expansion space	X	
Resilient Flooring	Vinyl base throughout expansion space	X	
	LVT flooring at Kitchen in expansion space	X	
Carpet	New carpet at demolished kitchen & throughout expansions space (Wildstyle Robus About 983)	X	
Painting	GWB partitions in expansion space	X	
Equipment/Specialties	Kitchen: (1) Dishwasher & (1) Under Counter Refrigerator	X	
	Fire extinguishers and cabinets, per code	X	
Fire Protection	Adjust existing sprinkler heads to accommodate new layout per NFPA 13 and plans	X	
HVAC	Balance existing equipment	X	
	All supplemental systems		X
Electrical	Existing lighting fixtures to remain	X	
Fire Alarm	Relocated fire alarm devices as required tied into existing FA panel	X	
Telecom/Security	Tel/data cabling and final connections		X
	Tel/data equipment		X
	Tenant Space Security System		X
Other	Design and F&I of all FFE		X

EXHIBIT C

DECLARATION AFFIXING THE  
EXPANSION PREMISES COMMENCEMENT DATE

THIS AGREEMENT made this        day of        , 2018, by and between BP BAY COLONY LLC, a Delaware limited liability company (hereinafter "Landlord"), and ELOXX PHARMACEUTICALS, INC., a Delaware corporation (hereinafter "Tenant").

WITNESSETH THAT:

1. This Agreement is made pursuant to Section 1 of that certain First Amendment to Lease dated        , 2018 by and between Landlord and Tenant (the "First Amendment").

2. It is hereby stipulated that the Term of the Lease with respect to the Expansion Premises (as defined in the First Amendment) commenced on        , 20        (being the "Expansion Premises Commencement Date" under the First Amendment), and the First Extended Term (as defined in the First Amendment) shall expire on        , 20        , unless sooner terminated or extended, as provided for in the Lease dated October 26, 2017, as amended, by and between Landlord and Tenant.

WITNESS the execution hereof by persons hereunto duly authorized, the date first above written.

LANDLORD:

BP BAY COLONY LLC, a Delaware limited liability company

BY: BP BAY COLONY HOLDINGS LLC, a Delaware limited liability company, its sole member

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its member

BY: BOSTON PROPERTIES, INC., a Delaware Corporation, its general partner

BY: \_\_\_\_\_  
Name:  
Title:

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TENANT:

ELOXX PHARMACEUTICALS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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EXHIBIT D

BILL OF SALE

[Attached]

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**Bill of Sale**

THIS BILL OF SALE is executed on May 2, 2018, by Symmetric Capital, LLC, (hereinafter "Seller") residing at 950 Winter Street Waltham, Massachusetts 02451 for the benefit of Eloxx (hereinafter "Buyer"), residing at 950 Winter Street Waltham, Massachusetts 02451.

Seller hereby transfers to Buyer, all rights of Seller in the following property:

- |   |                      |
|---|----------------------|
| 1. Reception desk   | Refrigerator         |
| 2. Large conference room table                            |                      |
| 3. Large conference room chairs (6)                       |                      |
| 4. Small conference room chairs (8)                       |                      |
| 5. Kitchen tables/bar stools                              | 4 tables / 12 chairs |
| 6. Partner's office, complete (1)                         |                      |
| 7. Associate's office, complete (2)                       |                      |
| 8. All cube systems (6)                                   |                      |
| 9. All cube chairs (6)                                    |                      |
| 10. Chest (between partner offices toward rear of space)  |                      |
| 11. Five file cabinets (5-drawer), multiple styles        |                      |
| 12. Shelving units (2) in storage closet (off main lobby) |                      |

Property is located in Middlesex County, Massachusetts.

For and in consideration of \$5,000.00, which has been acknowledged to have been received by Seller.

The form of payment used will be check and sales tax will not be included as part of the purchase price.

The sale and transfer of property is made on an "AS IS" basis, without any express or implied warranties, with no recourse to the Seller, provided that Seller can issue proof that it has title to the property without any liens or encumbrances.

The Buyer has been given the opportunity to inspect, or have inspected, any and all property as defined above. The Buyer agrees to accept all property in its existing state.

In witness, the parties execute on this Bill of Sale on,

Signature of Buyer

/s/ Greg Weaver

Date

May 2, 2018

Signature of Seller

/s/ Patrick Kimble

Date

2 May 2018

## EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") between Eloxx Pharmaceuticals, Inc. (the "Company"), and Gregory C. Williams (the "Executive") is dated as of June 22 2018 and shall become effective on June 25, 2018 (the "Effective Date").

## WITNESSETH:

WHEREAS, the Company desires the Executive to provide employment services to the Company, and wishes to provide the Executive with certain compensation and benefits in return for such employment services; and

WHEREAS, the Executive wishes to be employed by the Company and to provide employment services to the Company in return for certain compensation and benefits;

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **EMPLOYMENT TERM.** The Company hereby offers to employ the Executive, and the Executive hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement, during the period commencing on the Effective Date and ending on the date of the termination of the Executive's employment in accordance with Section 7 below (the "Employment Term"). The Executive shall be employed at will, meaning that either the Company or the Executive may terminate this Agreement and the Executive's employment at any time, for any reason or no reason, with or without cause, subject to the terms of this Agreement.

**2. POSITION & DUTIES.**

(a) Except as provided in Section 2(b) below, the Executive shall serve as the Chief Operating Officer of the Company and its US subsidiary, Eloxx Pharmaceuticals U.S. Sub, Inc. during the Employment Term. As Chief Operating Officer, the Executive shall have such duties, authorities and responsibilities as are commensurate with the position of Chief Operating Officer and such other duties and responsibilities as the Company's Chief Executive Officer shall designate that are consistent with the Executive's position as Chief Operating Officer.

(b) During the Employment Term, the Executive agrees to devote his full business time, attention and energies to the performance of all of the lawful duties, responsibilities and authority that may be assigned to him hereunder. Nothing contained in this Agreement will preclude the Executive from (i) devoting time to personal and family investments, (ii) serving as a director of any not-for-profit company, (iii) serving as a director for any for-profit company that is approved by the Chief Executive Officer (such approval not to be unreasonably withheld) or (iv) from participating in charitable or industry associations, in each case, provided that such activities or services do not (x) materially interfere with the Executive's performance of duties hereunder or (y) violate the terms of the Confidentiality Agreement (as defined below).

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(c) During the Employment Term, the Executive's principal place of employment shall be his home office in New Jersey, subject to customary business travel consistent with the Executive's duties and responsibilities.

3. **BASE SALARY.** The Company agrees to pay the Executive a base salary (the "Base Salary") at an annual rate of US\$ 375,000. The Base Salary will be payable bimonthly in accordance with the regular payroll practices of the Company. The Executive's Base Salary shall be subject to review by the Board (or a Committee thereof) at least annually and may be increased, but not decreased, from time to time by the Board. The base salary as determined herein from time to time shall constitute "Base Salary" for purposes of this Agreement.

4. **BONUSES.**

(a) **ANNUAL BONUS.** With respect to each full calendar year during the Employment Term, the Executive shall be eligible to earn an annual, performance-based bonus (an "Annual Bonus") with a target bonus value equal to forty percent (40%) of the Executive's Base Salary (the "Target Bonus") based upon the achievement of performance targets, which shall be established by the Board (or a committee thereof) in consultation with the Executive within the first 90 days of each calendar year during the Employment Term, with the actual amount of the Annual Bonus for a particular year determined by the Board (or a committee thereof) in its discretion. The Board (or a committee thereof) shall consider the Executive's performance in the entire 2018 calendar year without regard to the effective date when determining the Executive's Annual Bonus for the 2018 calendar year (i.e. the Executive, at the Board's discretion, will be eligible for a 12-month bonus for 2018 and not be limited to a prorated bonus for the portion of 2018 that the Executive is employed by the Company). Subject to Section 8 below, in order to be eligible for an Annual Bonus, the Executive must remain employed for the entire calendar year for which the performance targets will have been set. Any Annual Bonus earned by the Executive will be paid no later than March 15 of the calendar year immediately following the calendar year in which the Annual Bonus is being measured. The Executive's Target Bonus shall be subject to review by the Board (or a committee thereof) at least annually and may be increased, but not decreased, from time to time by the Board.

(b) **SIGNING BONUS.** In addition, the Company shall pay to the Executive a signing bonus of \$50,000 on the first regularly scheduled payroll following the Executive's first day of employment.

5. **EQUITY COMPENSATION.** The Company will grant to the Executive on the first day of employment following the Effective Date (the "Grant Date") equity compensation awards under the 2018 Equity Incentive Plan (as amended, the "Plan") for share of the Company's common stock ("Common Stock") as follows:

(a) **TIME-VESTING AWARDS.** A stock option to purchase 300,000 shares of Common Stock on the Grant Date that will vest and become exercisable or payable, respectively, with respect to 1/3 of the shares on the first anniversary of the Effective Date of this Agreement and with respect to an additional 1/12 of the shares on each quarterly anniversary of the Grant Date thereafter, subject to the Executive's continued employment with the Company through each such date. In addition, the vesting of the time vesting



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awards above, and any future stock options, restricted stock units or other equity compensation awards granted to the Executive, shall be accelerated and become fully vested and exercisable or payable, respectively, immediately prior to a Significant Event (as defined in the 2013 Share Ownership and Option Plan)

(c) ANNUAL AWARDS. Each year, the Executive will be eligible for annual awards of stock options and or restricted stock units as determined by the Board. Nothing herein shall be construed as an obligation to grant such awards, which shall be subject to the sole discretion of the Board.

(d) TAX WITHHOLDING. At Executive's request, the Company will withhold from the shares of Common Stock otherwise payable to Executive with respect to vested portions of the Time-Vesting Shares the number of whole shares of Common Stock required to satisfy the applicable tax withholding obligation, the number of shares so withheld to be determined by the Company based on the fair market value of the Common Stock on the date the Company is required to withhold.

## 6. EMPLOYEE BENEFITS

(a) BENEFIT PLANS. The Executive shall be entitled to participate in all employee benefit plans that the Company generally makes available to its senior executives (other than severance plans) from time to time, including any group health plans, dental plans, life, disability and AD&D insurances, a 401(k) plan, tuition reimbursement, recreation allowance, parking or public transportation and various types of paid time off, subject to the terms and conditions of such benefit plans. The Executive may elect to continue with COBRA insurance from the Executive's prior employer, and in such an event, the Company will reimburse the Executive for 100% of the Executive's out of pocket cost of COBRA insurance coverage from Executive's prior employer.

(b) VACATION. The Executive shall be entitled to twenty (20) days of paid vacation per year, in accordance with the Company's vacation policy; provided that the Executive shall be entitled to twenty-five (25) days of paid vacation per year after three (3) full calendar years of employment. Vacation may be taken at such times as the Executive elects with due regard to the needs of the Company.

(c) BUSINESS EXPENSES. The Company will reimburse the Executive for all reasonable business expenses incurred by the Executive in connection with the discharge of his duties for the Company, subject to the Company's expense reimbursement policy in effect from time to time.

(d) INDEMNIFICATION. The Company shall indemnify the Executive to the maximum extent that its officers, directors and employees are entitled to indemnification pursuant to the Company's Certificate of Incorporation and Bylaws for any acts or omissions by reason of being a director, officer or employee of the Company as of the Effective Date. At all times during the Employment Term, the Company shall maintain in effect a director and officers liability insurance policy with the Executive as a covered officer and director.

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7. **TERMINATION.** The Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **DISABILITY.** Upon the 30<sup>th</sup> day following the Executive's receipt of notice of the Company's intention to terminate the Executive's employment due to Disability (as defined in this Section 7(a)); provided that, the Executive has not returned to full-time performance of his duties within 30 days after receipt of such notice. If the Company determines in good faith that the Executive's Disability has occurred during the term of this Agreement, it will give the Executive written notice of its intention to terminate his employment. For purposes of this Agreement, "Disability" shall mean the Executive's inability to substantially perform the essential duties of his job with or without reasonable accommodation on a full-time basis for 180 calendar days during any consecutive twelve-month period or for 90 consecutive days as a result of incapacity due to mental or physical illness.

(b) **DEATH.** Automatically on the date of death of the Executive.

(c) **CAUSE.** Immediately upon written notice by the Company to the Executive of a termination for Cause. "Cause" shall mean (i) the Executive's commission of an act of fraud, embezzlement or theft against the Company or its subsidiaries; (ii) the Executive's conviction of, or a plea of no contest to, a felony; (iii) willful nonperformance by the Executive (other than by reason of disability or illness) of his material duties as an employee of the Company, which, to the extent it is curable by the Executive, is not cured within thirty (30) days after written notice thereof is given to the Executive by the Company; (iv) the Executive's material breach of this Agreement or any other material agreement between the Executive and the Company or any of its subsidiaries, including the Confidentiality Agreement, which, to the extent it is curable by the Executive, is not cured within thirty (30) days after written notice thereof is given to the Executive by the Company; or (v) the Executive's gross negligence, willful misconduct or any other act of willful disregard for the Company's or any of its subsidiaries' best interests, which, to the extent it is curable by the Executive, is not cured within thirty (30) days after written notice thereof is given to the Executive by the Company.

(d) **WITHOUT CAUSE.** Upon written notice by the Company to the Executive no earlier than eighteen (18) months after the Effective Date of an involuntary termination without Cause and other than due to death or Disability.

(e) **GOOD REASON.** "Good Reason" for the Executive to terminate the Executive's employment hereunder shall mean the occurrence of any of the following conditions during the Employment Term without the Executive's express written consent; provided that any resignation by the Executive due to any of the following conditions shall only be deemed for Good Reason if: (i) the Executive gives the Company written notice of the intent to terminate for Good Reason within sixty (60) days following the first occurrence of the condition(s) that the Executive believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Company fails to remedy, if remediable, such condition(s) within thirty (30) days following receipt of the written notice (the "Cure Period") of such condition(s) from the Executive; and (iii) the Executive actually resigns his employment within the first thirty (30) days after expiration of the Cure Period:

(1) any material reduction by the Company of the Executive's Base Salary or Target Bonus as initially set forth herein or as the same may be increased from time to time;

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(2) any material diminution in the Executive's duties, title, responsibilities or authority;

(3) a requirement that the Executive report to a corporate officer or employee other than the Company's Chief Executive Officer, other than any such requirement following a Significant Event (as defined in the Company's 2013 Share Ownership and Option);

(4) any material breach of this Agreement, including a breach of the Company's obligations under Section 4.5 or Section 11 (b); or

(5) a requirement that the Executive relocate to a principal place of employment more than seventy-five (75) miles from Mendham, New Jersey.

(f) **WITHOUT GOOD REASON.** The Executive shall provide two (2) weeks' prior written notice (the "Transition Period") to the Company of the Executive's intended termination of employment without Good Reason ("Voluntary Termination"). During the Transition Period, the Executive shall assist and advise the Company in any transition of business, customers, prospects, projects and strategic planning, and the Company shall pay the pro rata portion of the Executive's Base Salary and benefits through the end of the Transition Period. The Company may, in its sole discretion, upon written notice to the Executive, make such termination of employment effective earlier than the expiration of the Transition Period ("Early Termination Right"), but it shall pay the pro rata portion of the Executive's Base Salary and benefits through the earlier of: the end of the Transition Period, or the date that the Executive accepts employment or a consulting engagement from a third party.

8. **CONSEQUENCES OF TERMINATION.** Any termination payments made and benefits provided under this Agreement to the Executive shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or its affiliates as may be in effect from time to time. Subject to satisfaction of each of the conditions set forth in Section 9, the following amounts and benefits shall be due to the Executive:

(a) **DISABILITY.** Upon employment termination due to Disability, the Company shall pay or provide the Executive: (i) any unpaid Base Salary through the date of termination and any accrued vacation; (ii) reimbursement for any unreimbursed expenses owed to Executive; and (iii) all other payments and benefits to which the Executive is entitled under the terms of any applicable compensation arrangement or benefit, equity or other plan or program, including but not limited to any applicable insurance benefits, payable on the next regularly scheduled Company payroll date following the date of termination or earlier if required by applicable law (collectively, "Accrued Amounts"). In addition, upon the Executive's termination due to Disability, the Company shall pay the amounts described in Sections 8(d)(3) and 8(d)(4) to the Executive.

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(b) DEATH. In the event the Employment Term ends on account of the Executive's death, the Executive's estate (or to the extent a beneficiary has been designated in accordance with a program, the beneficiary under such program) shall be entitled to any Accrued Amounts, including but not limited to proceeds from any Company sponsored life insurance programs. In addition, upon the Executive's death, the Company shall pay the amounts described in Sections 8(d)(3) and 8(d)(4) to the Executive's estate.

(c) TERMINATION FOR CAUSE OR WITHOUT GOOD REASON. If the Executive's employment should be terminated (i) by the Company for Cause, or (ii) by the Executive without Good Reason, the Company shall pay to the Executive any Accrued Amounts only, and shall not be obligated to make any additional payments to the Executive.

(d) TERMINATION WITHOUT CAUSE OR FOR GOOD REASON. If the Executive's employment by the Company is terminated by the Company other than for Cause (and not due to Disability or death) or by the Executive for Good Reason, other than in circumstances described in Section 8(e), then the Company shall pay or provide the Executive with the Accrued Amounts and subject to compliance with Section 10:

(1) continued payment of the Executive's Base Salary as in effect immediately preceding the last day of the Employment Term for a period of twelve (12) months following the termination date (the "Salary Severance Period") in accordance with the Company's ordinary payroll practices (for purposes of calculating the Executive's severance benefits, the Executive's Base Salary shall be calculated based on the rate in effect prior to any material reduction in Base Salary that would give the Executive the right to resign for Good Reason (as provided in Section 7(e)(1)));

(2) if the Executive timely elects continued coverage under COBRA for himself and his covered dependents under the Company's group health plans following such termination, then the Company shall pay the COBRA premiums necessary to continue the Executive's and his covered dependents' health insurance coverage in effect on the termination date until the earliest of (i) twelve (12) months following the termination date (the "COBRA Severance Period"); (ii) the date when the Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or; or (iii) the date the Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination (such period from the termination date through the earlier of (i)-(iii), the "COBRA Payment Period"). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA premiums on the Executive's behalf would result in a violation of applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of paying COBRA premiums pursuant to this Section 8(d)(2), the Company shall pay the Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premium for such month, subject to applicable tax withholding (such amount, the "Special Severance Payment"), such Special Severance Payment to be made without regard to the Executive's payment of COBRA premiums. Nothing in this Agreement shall deprive the Executive of his rights under COBRA or ERISA for benefits under plans and policies arising under his employment by the Company.

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(3) in the event that the Executive's employment is terminated after December 31 of any performance year, but prior to the Annual Bonus payment date for such performance year, the Executive shall receive: (i) the amount of the Annual Bonus as determined by the Board in good faith for the performance year immediately prior to the year in which the Executive's termination occurs if the Company has not determined the amount of the Executive's Annual Bonus as of the date of the Executive's termination; or (ii) the amount of the Annual Bonus as already determined by the Board in good faith for the performance year immediately prior to the year in which the Executive's termination occurs if the Company has already determined the amount of the Executive's Annual Bonus as of the date of the Executive's termination, payable in either case as a lump sum at the same time annual bonuses are paid to the Company's executives generally, but no later than March 15 of the calendar year immediately following the calendar year in which the Annual Bonus is being measured;

(4) in the event that the Executive's employment is terminated: (i) on or before the date Annual Bonus performance goals are established for the performance year in which the Executive's termination occurs, the Executive shall receive a pro-rata portion of the Executive's Target Bonus for the performance year in which the Executive's termination occurs, with such pro-rata portion calculated based upon the number of days that the Executive was employed during such performance year divided by the total number of days in such performance year; or (ii) after the date Annual Bonus performance goals are established for the performance year in which the Executive's termination occurs (but on or before December 31 of such performance year), the Executive shall receive a pro-rata portion of the Executive's Target Bonus for the performance year in which the Executive's termination occurs, with such pro-rata portion calculated based upon the Executive's achievement of performance goals as determined by the Board in good faith, payable in either case as a lump sum payment on the Company's first ordinary payroll date occurring on or after the General Release effective date (namely, the date it can no longer be revoked) or as soon thereafter as is reasonable practicable thereafter; and

(e) TERMINATION WITHOUT CAUSE OR FOR GOOD REASON FOLLOWING A SIGNIFICANT EVENT. If the Executive's employment by the Company is terminated by the Company other than for Cause (and not due to Disability or death), or by the Executive for Good Reason, in either case on or within twenty-four (24) months immediately following a Significant Event, then the Company shall pay or provide the Executive with the Accrued Amounts and all of the benefits described in Section 8(d) above, subject to compliance with Section 10; provided that: (i) the Salary Severance Period defined in Section 8(d)(1) shall be increased to a total of eighteen (18) months following the termination date; (ii) the COBRA Severance Period defined in Section 8(d)(2) shall be increased to a total of eighteen (18) months following the termination date; and (iii) in lieu of the pro-rata bonus described in Section 8(d)(4), the Company shall pay the Executive the full Target Bonus for the performance year in which the Executive's termination occurs, payable as a lump sum payment on the Company's first ordinary payroll date occurring on or after the General Release effective date (namely, the date it can no longer be revoked).

9. **CONDITIONS**. Any payments or benefits made or provided pursuant to Section 8 (other than Accrued Amounts) are subject to the Executive's (or, in the event of the Executive's death, the beneficiary's or estate's, or in the event of the Executive's Disability, the guardian's):

(a) compliance with the provisions of Section 10 hereof;

(b) delivery to the Company of the executed Agreement and General Release (the "General Release"), which shall be in the form attached hereto as Appendix A (with such changes therein or additions thereto as needed under then applicable law to give effect to its intent and purpose) within 21 days following the date of termination of employment, and permitting the General Release to become effective in accordance with its terms; and

(c) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans, by no later than 90 days following termination of employment.

Notwithstanding the due date of any post-employment payments, any amounts due following a termination under this Agreement (other than Accrued Amounts) shall not be due until after the expiration of any revocation period applicable to the General Release without the Executive having revoked such General Release, and any such amounts shall be paid or commence being paid to the Executive on the Company's first ordinary payroll date occurring on or after the expiration of such revocation period without the occurrence of a revocation by the Executive (or such later date as may be required under Section 17 or the final sentence of this Section-9). Nevertheless (and regardless of whether the General Release has been executed by the Executive), upon any termination of Executive's employment, Executive shall be entitled to receive any Accrued Amounts, payable after the date of termination in accordance with the Company's applicable plan, program, policy or payroll procedures. Notwithstanding anything to the contrary in this Agreement, if any severance pay or benefits are deferred compensation under Section 409A (as defined below), and the period during which the Executive may sign the General Release begins in one calendar year and ends in another, then the severance pay or benefit shall not be paid or the first payment shall not occur until the later calendar year.

**10. CONFIDENTIALITY AND POST-EMPLOYMENT OBLIGATIONS.** As a condition of employment, the Executive agrees to execute and abide by the Company's current form of Confidentiality and Non-Competition Agreement ("Confidentiality Agreement"), which may be amended by the parties from time to time without regard to this Agreement. The Confidentiality Agreement contains provisions that are intended by the parties to survive and do survive termination of this Agreement.

**11. ASSIGNMENT.**

(a) The Executive may not assign or delegate any rights or obligations hereunder without first obtaining the written consent of the Company.

(b) This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives. The Company will require any acquirer or successor of the Company in any merger, consolidation, sale, or acquisition of the Company, or a similar transaction to assume the Company's obligations under this Agreement, and any failure to do so shall constitute a material breach of this Agreement.

**12. NOTICE.** For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have

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been duly given (a) on the date of delivery if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile, (c) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows: If to the Executive: at the address (or to the facsimile number) shown on the records of the Company.

If to the Company:

Eloxx Pharmaceuticals, Inc.  
950 Winter Street  
Waltham, MA 02451

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

13. **SECTION HEADINGS; INCONSISTENCY.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. If there is any inconsistency between this Agreement and any other agreement plan, program, policy or practice (collectively, "Other Provision") of the Company the terms of this Agreement shall control over such Other Provision.

14. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instruments. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof.

16. **MISCELLANEOUS.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated or authorized by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto and the Confidentiality Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles.

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17. **SECTION 409A.**

(a) Notwithstanding anything to the contrary herein, the following provisions apply to the extent severance benefits provided herein are subject to Section 409A of Code and the regulations and other guidance thereunder and any state law of similar effect (collectively "Section 409A"). Severance benefits payable upon a termination of employment shall not commence until Executive has a "separation from service" for purposes of Section 409A. Each installment of severance benefits is a separate "payment" for purposes of Treas. Reg. Section 1.409A-2(b)(2)(i), and the severance benefits are intended to satisfy the exemptions from application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, if such exemptions are not available and Executive is, upon separation from service, a "specified employee" for purposes of Section 409A, then, solely to the extent necessary to avoid adverse personal tax consequences under Section 409A, the timing of the severance benefits shall be delayed until the earlier of (i) six (6) months and one day after Executive's separation from service, or (ii) Executive's death. Any payment or benefit otherwise payable or to be provided in the six (6) month period following separation from service that is not so paid or provided by reason of this Section 17 shall be accumulated and paid or provided in a single lump sum, as soon as practicable (and in all events within 15 days) after the date that is six (6) months after Executive's separation from service (or, if earlier, as soon as practicable, and in all events within 15 days, after the date of Executive's death)

(b) It is intended that this Agreement shall comply with the requirements of Section 409A, and any ambiguity contained herein shall be interpreted in such manner so as to avoid adverse personal tax consequences under Section 409A. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify the Executive for any taxes or interest that may be assessed by the IRS pursuant to Section 409A of the Code on payments made pursuant to this Agreement.

18. **MITIGATION OF DAMAGES.** In no event shall the Executive be obliged to seek other employment or take any other action by way of mitigation of the severance benefits payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any severance benefit hereunder be reduced by any compensation earned by the Executive as a result of employment by another employer, except as set forth in this Agreement.

19. **REPRESENTATIONS.** The Executive represents and warrants to the Company that the Executive has the legal right to enter into this Agreement and to perform all of the obligations on the Executive's part to be performed hereunder in accordance with its terms and that the Executive is not a party to any agreement or understanding, written or oral, which could prevent the Executive from entering into this Agreement or performing all of the Executive's obligations hereunder. The Executive further represents and warrants that he has been advised to consult with an attorney and that he has been represented by the attorney of his choosing during the negotiation of this Agreement (or chosen not to be so represented), that he has consulted with his attorney before executing this Agreement (or chosen not to consult an attorney), that he has carefully read and fully understand all of the provisions of this Agreement and that he is voluntarily entering into this Agreement.



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20. **NON-DISPARAGEMENT.** Both during and after the Employment Term, the Executive and the Company (through its officers and directors) agree not to disparage the other party, and the other party's officers, directors, employees, shareholders, affiliates and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both the Executive and the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process and provided further that nothing in this Section 20 shall preclude any party from making truthful statements that are reasonably necessary or to enforce or defend the party's rights under this Agreement.

21. **WITHHOLDING.** The Company may withhold from any and all amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

22. **SURVIVAL.** The respective obligations of, and benefits afforded to, the Company and the Executive which by their express terms or clear intent survive termination of the Executive's employment with the Company, including, without limitation, the provisions of Sections 8 through 24, inclusive, of this Agreement, will survive termination of the Executive's employment with the Company, and will remain in full force and effect according to their terms.

23. **AGREEMENT OF THE PARTIES.** The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent. Neither the Executive nor the Company shall be entitled to any presumption in connection with any determination made hereunder in connection with any arbitration, judicial or administrative proceeding relating to or arising under this Agreement.

24. **DISPUTE RESOLUTION.** In the event of any controversy, dispute or claim between the parties under, arising out of or related to this Agreement (including but not limited to, claims relating to breach, termination of this Agreement, or the performance of a party under this Agreement) whether based on contract, tort, statute or other legal theory (collectively referred to hereinafter as "Disputes"), the parties shall follow the dispute resolution procedures set forth below. Any Dispute shall be finally settled by arbitration in accordance with the Employment Arbitration Rules & Procedures of JAMS ("JAMS") then in force, and that the arbitration hearings shall be held in Boston, Massachusetts. The parties agree to (i) appoint an arbitrator who is knowledgeable in employment and human resource matters and, to the extent possible, the industry in which the Company operates, and instruct the arbitrator to follow substantive rules of law; (ii) require the testimony to be transcribed; and (iii) require the award to be accompanied by findings of fact and a statement of reasons for the decision. The arbitrator shall have the authority to permit discovery, to the extent deemed appropriate by the arbitrator, upon request of a party, but such discovery process shall continue for no more than thirty (30) days. The arbitrator shall have no power or authority to add to or detract from the written agreement of the parties. If the parties cannot agree upon an arbitrator within ten (10) days after demand by either of them, either or both parties may request JAMS name a panel of five (5) arbitrators. The Company shall strike the names of two (2) off this list; then, the Executive shall strike two (2) of the remaining names; and the remaining name shall be the arbitrator. In the event that arbitration results in losing and winning parties, the losing party shall pay for all attorneys' fees and expenses and the JAMS fees and expenses. Any award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court

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having jurisdiction thereof. This Section shall not limit the right of any party to sue for injunctive relief for a breach of the obligations of this Agreement.

*[signature page follows]*

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

ELOXX PHARMACEUTICALS, INC.

By: /s/ Robert Ward  
Robert Ward  
Its: Chief Executive Officer and Director

EXECUTIVE

/s/ Gregory C. Williams  
Gregory C. Williams

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**APPENDIX A**

**FORM OF RELEASE**

**AGREEMENT AND GENERAL RELEASE**

Eloxx Pharmaceuticals, Inc. (the “Company”) and Gregory C. Williams (“Executive”) agree:

1. Last Day of Employment. Executive’s last day of employment with Employer was [INSERT DATE] (the “Termination Date”). In addition, effective as of the Termination Date, Executive ceased to serve as the General Counsel of the Company and its affiliates and ceased to be eligible for any benefits or compensation from the Company and its affiliates other than as specifically provided in Section 8 of the Executive Employment Agreement between the Company and Executive dated as of [DATE] (the “Employment Agreement”). Executive further acknowledges and agrees that from and after the date Executive executes this Agreement and General Release, Executive will not represent (and since the Termination Date the Executive has not represented) the Executive as being a director, employee, officer, trustee, agent or representative of the Company or its affiliates for any purpose. In addition, effective as of Termination Date, Executive resigns from all offices, directorships, trusteeships, committee memberships and fiduciary capacities held with, or on behalf of, the Company and its affiliates or any benefit plans of the Company and its affiliates. These resignations will become irrevocable as set forth in Section 3 below.

2. Consideration. The parties acknowledge that this Agreement and General Release is being executed in accordance with Section 9 of the Employment Agreement.

3. Revocation. Executive may revoke this Agreement and General Release for a period of seven (7) calendar days following the day Executive executes this Agreement and General Release. Any revocation within this period must be submitted in writing to the Company and state, “I hereby revoke my acceptance of our Agreement and General Release.” The revocation must be delivered to the Chairman of the Board, Eloxx Pharmaceuticals Ltd., 950 Winter Street, Waltham, MA 02451, or his designee by an overnight delivery service. This Agreement and General Release shall become effective and irrevocable on the eighth (8th) day after Executive executes it, unless earlier revoked by Executive in accordance with this Section 3 (the “Effective Date”).

4. General Release of Claims. (A) Executive and the Executive’s heirs, executors, administrators, successors and assigns (collectively referred to throughout this Agreement as “Employee”) knowingly and voluntarily release and forever discharge the Company and its affiliates, subsidiaries, divisions, benefit plans, successors and assigns in such capacity, and the current, future and former employees, officers, directors, trustees and agents thereof (collectively referred to as “Employer”) from any and all actions, causes of action, contributions, indemnities, duties, debts, sums of money, suits, controversies, restitutions, understandings, agreements, promises, claims regarding stock, stock options or other forms of equity compensation, commitments, damages, fees and liabilities, responsibilities and any and all claims, demands, executions and liabilities of whatsoever kind, nature or description, oral or written, known or

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unknown, matured or unmatured, suspected or unsuspected at the present time, in law or in equity, whether known and unknown, against Employer, which the Employee has, has ever had or may have as of the date of Executive's execution of this Agreement and General Release, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Older Workers Benefit Protection Act of 1990;
- The Worker Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family and Medical Leave Act of 1993;
- The Massachusetts Wage Act;
- Massachusetts anti-discrimination laws, M.G.L Chapter 151B-Any wage payment and collection, equal pay and other similar laws, acts and statutes of the Commonwealth of Massachusetts or the United States;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; or
- Any allegation for costs, fees, or other expenses including attorneys' fees incurred in these matters.

Notwithstanding anything herein to the contrary, the sole matters to which the Agreement and General Release do not apply are: (i) Employee's express rights or claims for accrued vested benefits under any employee benefit plan, policy or arrangement maintained by Employer or under COBRA; (ii) Employee's rights under the provisions of the Employment Agreement which are intended to survive termination of employment; ; or (iii) any rights of the Executive to indemnification as a Director or Officer of the Company.

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5. No Claims Permitted. Employee waives Executive's right to file any charge or complaint against Employer arising out of Executive's employment with or separation from Employer before any federal, state or local court or any state or local administrative agency, except where such waivers are prohibited by law (with the understanding that that this Agreement and General Release bars the Executive from recovering monetary relief from Employer in connection with any charges or complaints which are not waived hereunder).

Furthermore, nothing in this Agreement or General Release and Waiver of Claims prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of the Company to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures.

6. Affirmations. Employee affirms Executive has not filed, has not caused to be filed, and is not presently a party to, any claim, complaint, or action against Employer in any forum. Employee further affirms that the Executive has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits to which Executive may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to Executive, except as provided in Section 8 of the Employment Agreement. Employee also affirms Executive has no known workplace injuries.

7. Cooperation; Return of Property. Employee agrees to reasonably cooperate with Employer and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter that occurred during Executive's employment in which Executive was involved or of which Executive has knowledge. Employer will reimburse the Employee for any reasonable out-of-pocket travel, delivery or similar expenses incurred in providing such service to Employer. Employee represents that Employee has returned to Employer all property belonging to Employer, including but not limited to any leased vehicle, laptop, cell phone, keys, access cards, phone cards and credit cards, provided that Executive may retain, and Employer shall cooperate in transferring, Executive's cell phone number and Executive's personal rolodex and other address books.

8. Governing Law and Interpretation. This Agreement and General Release shall be governed and conformed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. In the event Employee or Employer breaches any provision of this Agreement and General Release, Employee and Employer affirm either may institute an action to specifically enforce any term or terms of this Agreement and General Release. Should any provision of this Agreement and General Release be declared illegal or unenforceable by any court of competent jurisdiction and should the provision be incapable of being modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement and General Release in full force and effect. Nothing herein, however, shall operate to void or nullify any general release language contained in the Agreement and General Release.

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9. No Admission of Wrongdoing. Employee agrees neither this Agreement and General Release nor the furnishing of the consideration for this Agreement and General Release shall be deemed or construed at any time for any purpose as an admission by Employer of any liability or unlawful conduct of any kind.

10. Non-Disparagement. Employee and Employer (through its officers and directors) agree not to disparage the other party, and the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both Employee and Employer may respond accurately and fully to any question, inquiry or request for information when required by legal process and provided further that nothing in this Section 10 shall preclude Employer or Employee from making truthful statements that are reasonably necessary or to enforce or defend the party's rights under this Agreement and General Release.

11. Amendment. This Agreement and General Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement and General Release.

12. Entire Agreement. This Agreement and General Release and the Confidentiality Agreement (as defined in the Employment Agreement) sets forth the entire agreement between the parties hereto and fully supersedes any prior agreements or understandings between the parties; provided, however, that notwithstanding anything in this Agreement and General Release, the provisions in the Employment Agreement which are intended to survive termination of the Employment Agreement, including but not limited to those contained in Section 10 thereof, shall survive and continue in full force and effect. Employee acknowledges Executive has not relied on any representations, promises, or agreements of any kind made to Executive in connection with Executive's decision to accept this Agreement and General Release.

13. ADEA. Employee understands and acknowledges that Employee is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement and General Release. Employee understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been advised by this writing that nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law.

*[signature page follows]*

EMPLOYEE HAS BEEN ADVISED THAT EXECUTIVE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS AGREEMENT AND GENERAL RELEASE AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT AND GENERAL RELEASE.

EMPLOYEE AGREES ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT AND GENERAL RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD. IN THE EVENT EMPLOYEE SIGNS THIS AGREEMENT AND GENERAL RELEASE AND RETURNS IT TO THE COMPANY IN LESS THAN THE TWENTY-ONE (21) DAY PERIOD IDENTIFIED ABOVE, EMPLOYEE HEREBY ACKNOWLEDGES THAT EMPLOYEE HAS FREELY AND VOLUNTARILY CHOSEN TO WAIVE THE TIME PERIOD ALLOTTED FOR CONSIDERING THIS AGREEMENT AND GENERAL RELEASE.

HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE SUMS AND BENEFITS SET FORTH IN THE EMPLOYMENT AGREEMENT, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EXECUTIVE HAS OR MIGHT HAVE AGAINST EMPLOYER.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

ELOXX PHARMACEUTICALS, INC.

By: \_\_\_\_\_

Name:

Its:

Date:

EXECUTIVE

\_\_\_\_\_  
Gregory C. Williams

Date:





**Eloxx Expands Leadership Team with Two Global Pharmaceutical Executives to Accelerate Growth**

*Dr. Greg Williams appointed Chief Operating Officer*

*David P. Snow appointed Chief Business Officer*

*Eloxx added to the Russell 2000® Index effective June 25, 2018*

**Waltham, MA, June 25, 2018 – Eloxx Pharmaceuticals, Inc. (“Eloxx” or the “Company”)**, (ELOX: Nasdaq), a clinical-stage biopharmaceutical company dedicated to the discovery and development of novel therapeutics to treat cystic fibrosis, cystinosis and other diseases caused by nonsense mutations limiting production of functional proteins, today announced that it has hired Dr. Greg Williams as the Chief Operating Officer and David P. Snow as Chief Business Officer of the Company. Dr. Williams has over 30 years of Pharmaceutical and Biotechnology experience leading regulatory affairs, compliance, quality, manufacturing, commercial and product development programs. Mr. Snow has over 25 years of experience in the global pharmaceutical industry developing global brands, leading large commercial organizations across major markets, driving transformation and growth, and delivering a successful track record of business development.

“We are very pleased to have attracted two seasoned and accomplished executives of Greg and David’s caliber to Eloxx at this critical time in the acceleration of our Company. Greg has successfully led the development and approval of several global pharmaceutical brands, and his strong relationships with regulatory agencies will be critical as we advance our lead investigational drug candidate, ELX-02, into Phase 2 clinical trials in cystic fibrosis and cystinosis,” said Robert E. Ward, Chairman and Chief Executive Officer of Eloxx. “David’s proven leadership skills will be instrumental as we

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build a high performance culture committed to maximizing the potential of our library of novel compounds and pursue global collaborations in multiple therapeutic categories across a variety of geographies. The addition of Greg and David to our team, gives me great confidence that we can accomplish our mission of bringing safe and effective medicines to patients who need them as rapidly as possible.”

“I am excited to have the opportunity to work with our expanding global team to rapidly advance our novel pipeline,” said Greg Williams, Eloxx Pharmaceuticals’ Chief Operating Officer. “I believe there is a high unmet medical need among patients with genetic mutations, and ELX-02, our lead eukaryotic ribosomal selective glycoside, could potentially address many of them.”

“I am pleased to be working with the executive leadership team as we identify and execute on opportunities that maximize the potential of our lead investigational drug candidate, ELX-02, and our library of compounds,” said David Snow, Eloxx’s Chief Business Officer. “I am gratified to have the opportunity to advance programs which could have an important positive impact on the lives of patients who suffer from rare diseases.”

Dr. Greg Williams is an accomplished scientist and seasoned pharmaceutical executive with over 30 years of Pharmaceutical and Biotechnology experience and a solid track record of vision and achievement of business, medical, scientific and regulatory goals. His focus is on driving innovation to improve patient care by developing and commercializing new products to address unmet patient and health system needs. At the Medicines Company Dr. Williams lead development and successful approval of the antihypertensive Cleviprex® after working on the orphan drug programs at NPS Pharmaceuticals. Most recently, while at Radius Health, Inc., Greg led the successful first cycle approval by the FDA of TYMLOS®. Greg brings established relationships with global health authority reviewers, having led the development and/or initial and expanded approvals of several global brands, as well as expertise across a wide range of therapeutic categories, molecule types, dosage forms and technologies. Dr. Williams holds a PhD in Biopharmaceutics from Rutgers University and an MBA from Cornell University.

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In his career, Mr. Snow was President of AstraZeneca's China business and during his tenure, AZ China experienced rapid growth becoming the company's second largest market with 2014 sales of \$2.2 billion. In his fifteen years with AstraZeneca, he also held key US leadership roles including running a \$10 billion US business unit across several therapeutic areas including oncology. Most recently, David was the Chief Commercial Officer of Radius Health and was responsible for building Radius' commercial organization and subsequently, the successful launch of TYMLOS. Prior to joining AZ, Mr. Snow held global and US commercial leadership roles at several other companies including Bristol-Myers Squibb. He served on the RDPAC industry association board in China for several years. Mr. Snow received his BS in Business Administration from Auburn University, and an MBA from New York University - Leonard N. Stern School of Business.

Today, Eloxx was added to the Russell 2000® Index as part of FTSE Russell's annual reconstitution of its family of U.S. indexes.

#### **About Eloxx**

Eloxx Pharmaceuticals, Inc. is a clinical-stage biopharmaceutical company developing novel RNA-modulating drug candidates (designed to be eukaryotic ribosomal selective glycosides) that are designed to treat rare and ultra-rare premature stop codon diseases. Premature stop codons are point mutations that disrupt protein synthesis from messenger RNA. As a consequence, patients with premature stop codon diseases have reduced or eliminated protein production from the mutation bearing allele accounting for some of the most severe phenotypes in these genetic diseases. These premature stop codons have been identified in over 1,800 rare and ultra-rare diseases. Read-through therapeutic development is focused on extending mRNA half-life and increasing protein synthesis by enabling the cytoplasmic ribosome to read through premature stop codons to produce

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full-length proteins. Eloxx's lead investigational product candidate, ELX-02, is a small molecule drug candidate designed to restore production of full-length functional proteins. Eloxx's preclinical candidate pool consists of a library of novel drug candidates designed to be eukaryotic ribosomal selective glycosides identified based on read-through potential. ELX-02 is in the early stages of clinical development focusing on cystic fibrosis and cystinosis. ELX-02 is an investigational drug that has not been approved by any global regulatory body. Eloxx is headquartered in Waltham, MA, with R&D operations in Rehovot, Israel.

#### **Forward-Looking Statements**

*This press release contains forward-looking statements, which are generally statements that are not historical facts. Forward-looking statements can be identified by the words "expects," "anticipates," "believes," "intends," "estimates," "plans," "will," "outlook" and similar expressions. Forward-looking statements are based on management's current plans, estimates, assumptions and projections, and speak only as of the date they are made. The Company undertakes no obligation to update any forward-looking statement in light of new information or future events, except as otherwise required by law. Forward-looking statements involve inherent risks and uncertainties, most of which are difficult to predict and are generally beyond our control. Actual results or outcomes may differ materially from those implied by the forward-looking statements as a result of the impact of a number of factors, many of which are discussed in more detail in the Company's Annual Report on Form 10-K and other reports filed with the Securities and Exchange Commission.*

#### **Contact:**

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