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

## **SCHEDULE 13D**

Under the Securities Exchange Act of 1934 (Amendment No. 2)\*

## BridgeBio Pharma Inc.

(Name of Issuer)

Common Stock, par value \$0.001 per share (Title of Class of Securities)

10806X102

(CUSIP Number)

David J. Sorkin, Esq. Kohlberg Kravis Roberts & Co. L.P. 9 West 57th Street, Suite 4200 New York, New York 10019 Telephone: (212) 750-8300

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

October 5, 2020

(Date of Event Which Requires Filing of This Statement)

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

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

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

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

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This Amendment No. 2 ("Amendment No. 2") to Schedule 13D relates to the Common Stock, \$0.001 par value per share (the "Common Stock"), of BridgeBio Pharma Inc., a Delaware corporation (the "Issuer"), and amends the initial statement on Schedule 13D filed on July 10, 2019, as amended by Amendment No. 1, filed on June 1, 2020 (as so amended, the "Schedule 13D").

Each Item below amends and supplements the information disclosed under the corresponding Item of the Schedule 13D as described below. Except as specifically provided herein, this Amendment No. 2 does not modify any of the information previously reported in the Schedule 13D. Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 2 shall have the same meanings herein as are ascribed to such terms in the Schedule 13D.

#### Item 5. Interest in Securities of the Issuer.

Items 5(a) - 5(c) of the Schedule 13D are hereby amended and restated as follows:

The information set forth in Items 2 and 3 and Annex A of this Schedule 13D and the cover pages of this Schedule 13D is hereby incorporated by reference into this Item 5.

(a) – (b) KKR Genetic Disorder holds 34,510,971 shares of Common Stock representing approximately 28.2% of the outstanding shares of Common Stock, based on 122,361,644 shares of Common Stock outstanding as of August 5, 2020, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 11, 2020.

KKR Genetic Disorder GP (as the general partner of KKR Genetic Disorder); KKR Group Partnership (as the sole member of KKR Genetic Disorder GP); KKR Group Holdings (as the general partner of KKR Group Partnership); KKR & Co. (as the sole shareholder of KKR Group Holdings); KKR Management (as the Series I preferred stockholder of KKR & Co.); and Messrs. Kravis and Roberts (as the founding partners of KKR Management) may be deemed to be the beneficial owner of the securities held directly by KKR Genetic Disorder, in each case, as described more fully in this Schedule 13D.

The filing of this Schedule 13D shall not be construed as an admission that any of the above-listed entities or individuals is the beneficial owner of any securities covered by this Schedule 13D.

To the best knowledge of the Reporting Persons, none of the individuals named in Item 2 beneficially owns any shares of Common Stock except as described herein.

(c) None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the other persons named in Item 2 has engaged in any transaction during the past 60 days in any shares of Common Stock.

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

Item 6 of the Schedule 13D is supplemented by the following:

Voting Agreement

On October 5, 2020, the Issuer, Globe Merger Sub I, Inc., a Delaware corporation and an indirect, wholly owned subsidiary of the Issuer ("Merger Sub"), and Globe Merger Sub II, Inc., a Delaware corporation and an indirect, wholly owned subsidiary of the Issuer ("Merger Sub II") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Eidos Therapeutics, Inc. ("Eidos") providing for, among other things, the merger of Merger Sub with and into Eidos (the "Merger"), with Eidos surviving the Merger and becoming an indirect, wholly owned subsidiary of the Issuer, followed by the merger of Eidos with and into Merger Sub II (the "Subsequent Merger"), with Merger Sub II surviving the Subsequent Merger as an indirect, wholly owned subsidiary of the Issuer, in each case on the terms and subject to the conditions set forth in the Merger Agreement.

On the same date, as an inducement for Eidos to enter into the Merger Agreement, KKR Genetic Disorder entered into a Voting Agreement (the "Voting Agreement") with Eidos.

Subject to the terms and conditions therein, KKR Genetic Disorder has agreed, among other things, to vote the 34,510,971 shares of Common Stock it owns (together with any additional shares of Common Stock acquired by KKR Genetic Disorder after the date of the agreement, the "Subject Shares") (i) in favor of approval of the issuance of shares of Common Stock of the Issuer in the Merger (the "Parent Share Issuance") and any other actions presented to the stockholders of the Issuer that are necessary and desirable in connection with the approval of the Parent Share Issuance and the Merger Agreement or any of the other transactions contemplated by the Merger Agreement and (ii) against any Parent Acquisition Proposal (as defined in the Merger Agreement) or any other action, agreement or proposal made in opposition to or in competition with the consummation of the Parent Share Issuance or any of the other transactions contemplated by the Merger Agreement.

Pursuant to the terms of the Voting Agreement, KKR Genetic Disorder also agreed to provide an irrevocable proxy to Eidos to vote the Subject Shares in accordance with the Voting Agreement, and agreed, except for certain limited purposes described in the Voting Agreement, not to transfer any of the Subject Shares during the term of the Voting Agreement, provided that the Voting Agreement does not restrict a transfer of up to a specified percentage of the Subject Shares under certain conditions. The Voting Agreement also provides that, until the Voting Agreement is terminated in accordance with its terms, KKR Genetic Disorder must not make or propose to the Issuer or any of its stockholders certain alternative acquisition proposals.

The Voting Agreement terminates upon the earliest of (i) the effective time of the Mergers, (ii) the termination of the Merger Agreement in accordance with its terms, (iii) if the board of directors of the Issuer changes its recommendation to its stockholders to vote in favor of the Merger in accordance with the Merger Agreement in response to a Parent Superior Proposal

(as defined in the Merger Agreement), (iv) if the Merger Agreement is amended without the prior written consent of KKR Genetic Disorder which amendment would materially increase the number of shares of Common Stock issuable in the Merger or the other consideration payable by the Issuer under the Merger Agreement, and (v) upon the mutual written agreement of KKR Genetic Disorder and Eidos.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement filed as Exhibit G to this Schedule 13D, and incorporated herein by reference.

## Item 7. Materials to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

Exhibit	
Number	Description
Exhibit G	Voting Agreement, dated as of October 5, 2020, among KKR Genetic Disorder and Eidos Therapeutics, Inc.

## **SIGNATURES**

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

Date: October 6, 2020

## KKR GENETIC DISORDER L.P.

By: KKR Genetic Disorder GP LLC, its general partner

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Attorney-in-fact for Robert H. Lewin,

Chief Financial Officer

## KKR GENETIC DISORDER GP LLC

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Attorney-in-fact for Robert H. Lewin,

Chief Financial Officer

## KKR GROUP PARTNERSHIP L.P.

By: KKR Group Holdings Corp., its general partner

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Attorney-in-fact for Robert H. Lewin,

Chief Financial Officer

#### KKR GROUP HOLDINGS CORP.

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Attorney-in-fact for Robert H. Lewin,

Chief Financial Officer

## KKR & CO. INC.

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Attorney-in-fact for Robert H. Lewin,

Chief Financial Officer

## KKR MANAGEMENT LLP

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Attorney-in-fact for Robert H. Lewin,

Chief Financial Officer

## HENRY R. KRAVIS

By: /s/ Terence Gallagher
Name: Terence Gallagher Title: Attorney-in-fact

## GEORGE R. ROBERTS

By: /s/ Terence Gallagher Name: Terence Gallagher

Title: Attorney-in-fact

### VOTING AGREEMENT

THIS VOTING AGREEMENT, dated as of October 5, 2020 (this "<u>Agreement</u>"), is between Eidos Therapeutics, Inc., a Delaware corporation (the "<u>Company</u>"), and each of the parties listed on <u>Schedule A</u> hereto (each, a "<u>Stockholder</u>" and, collectively, the "<u>Stockholders</u>").

WHEREAS, concurrently with the execution of this Agreement, the Company, BridgeBio Pharma, Inc., a Delaware corporation ("Parent"), Globe Merger Sub I, Inc., a Delaware corporation and an indirect, wholly owned subsidiary of Parent ("Merger Sub"), and Globe Merger Sub II, Inc., a Delaware corporation and an indirect, wholly owned subsidiary of Parent ("Merger Sub II"), are entering into an Agreement and Plan of Merger (the "Merger Agreement"), providing for, among other things, the merger of Merger Sub with and into the Company (the "Merger"), with the Company surviving the Merger and becoming an indirect, wholly owned subsidiary of Parent, followed by the merger of the Company with and into Merger Sub II (the "Subsequent Merger"), with Merger Sub II surviving the Subsequent Merger as an indirect, wholly owned subsidiary of Parent, in each case on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Stockholder is the record or beneficial owner of the number of shares of Parent Common Stock set forth opposite such Stockholder's name on <u>Schedule A</u> (such shares of Parent Common Stock, together with any other shares of capital stock of Parent acquired by such Stockholder after the date hereof and during the term of this Agreement, being collectively referred to as the "<u>Subject Shares</u>" of such Stockholder); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that each Stockholder enter into this Agreement, and each Stockholder desires to enter into this Agreement to induce the Company to enter into the Merger Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I

## <u>Definitions</u>; <u>Interpretation</u>

SECTION 1.01. <u>Definitions</u>. (a) For purposes of this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning set forth in the preamble.

"Company" has the meaning set forth in the preamble.

"Merger" has the meaning set forth in the recitals.

"Merger Agreement" has the meaning set forth in the recitals.

- "Merger Sub" has the meaning set forth in the recitals.
- "Merger Sub II" has the meaning set forth in the recitals.
- "Parent" has the meaning set forth in the recitals.
- "Stockholder" has the meaning set forth in the preamble.
- "Subject Shares" has the meaning set forth in the recitals.
- "Subsequent Merger" has the meaning set forth in the recitals.
- "Transfer" has the meaning set forth in Section 3.03.
- (b) Capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement.

SECTION 1.02. <u>Interpretation</u>. When a reference is made in this Agreement to an Article, Section, recital, preamble or Schedule, such reference shall be to an Article, Section, recital, preamble or Schedule of this Agreement unless otherwise indicated. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Unless the express context otherwise requires: (i) whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation"; (ii) the words "hereto," "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) the terms defined in the singular have a comparable meaning when used in the plural and vice versa; (iv) any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutral forms; (v) the term "or" is not exclusive and has the meaning represented by the phrase "and/or"; (vi) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if" and (vii) except as otherwise specifically provided herein, all references in this Agreement to any statute include the rules and regulations promulgated thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

## ARTICLE II

## Representations and Warranties of Each Stockholder

Each Stockholder represents and warrants to the Company that:

SECTION 2.01. <u>Organization</u>. In the event that such Stockholder is an entity, such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of its organization (in the case of good standing, to the extent such jurisdiction recognizes such concept).

SECTION 2.02. Ownership of Subject Shares. As of the date hereof, such Stockholder is the record and beneficial owner of, and has good and valid title to, the Subject Shares that are indicated opposite its name on Schedule A, free and clear of all Liens, except for any Liens created by this Agreement. Such Stockholder does not own, of record or beneficially, any shares of capital stock of Parent other than the Subject Shares set forth opposite its name on Schedule A. Such Stockholder has the sole right to vote its Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Subject Shares, except as contemplated by this Agreement.

SECTION 2.03. <u>Authority; Execution and Delivery; Enforceability.</u> In the event that such Stockholder is an individual, such Stockholder has full power and capacity to execute and deliver this Agreement and to perform their obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder, and, in the event such Stockholder is an individual and is married and the Subject Shares constitute community property or otherwise require spousal approval in order for this Agreement to be a legally valid and binding obligation of such Stockholder, this Agreement has been duly executed and delivered by such Stockholder's spouse. In the event such Stockholder is an entity, such Stockholder has all requisite power and authority and has taken all action necessary to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by such Stockholder of this Agreement and the performance by such Stockholder of its obligations hereunder have been duly authorized by all necessary action, and no other proceedings on the part of such Stockholder (or such Stockholder's governing body, members, stockholders, partners, trustees or similar Persons, as applicable) are necessary to authorize this Agreement or the performance by such Stockholder of its obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder, and, assuming due authorization, execution and delivery by the Company, this Agreement constitutes the legal, valid and binding agreement of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

SECTION 2.04. No Conflicts; Governmental Approvals. (a) The execution and delivery by such Stockholder of this Agreement do not, and the performance by such Stockholder of its obligations hereunder will not, constitute or result in (i) in the event that such Stockholder is an entity, a conflict with, a breach or violation of, or a default under, the certificate of incorporation and the bylaws, the limited liability company agreement, the

partnership agreement or comparable organizational documents of such Stockholder, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of any Lien on any of the properties, rights or assets of such Stockholder pursuant to any Contract binding upon such Stockholder or under any applicable Law to which such Stockholder is subject or (iii) any change in the rights or obligations of any party under any Contract legally binding upon such Stockholder, except in the case of each of clauses (ii) and (iii) directly above, for any such conflict, breach, violation, termination, default, loss, creation, modification, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the ability of such Stockholder to perform its obligations hereunder.

(b) No approval by any Governmental Entity is required to be obtained or made by or with respect to such Stockholder in connection with the execution, delivery and performance of this Agreement, other than compliance by such Stockholder with and filings under Sections 13(d) and 16 of the Exchange Act.

SECTION 2.05. <u>Litigation</u>. There is no Proceeding pending or, to the knowledge of such Stockholder, any claim that has been asserted against or affecting such Stockholder with respect to a Proceeding (and such Stockholder is not aware of any basis for any such Proceeding or claim), nor is there any Order outstanding against such Stockholder or to which any of its properties or assets is subject that would, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the ability of such Stockholder to perform its obligations hereunder.

## ARTICLE III

## Covenants of the Stockholders

SECTION 3.01. <u>Agreement to Vote</u>. (a) From the period commencing with the execution and delivery of this Agreement and continuing until the termination of this Agreement pursuant to Section 4.11, each Stockholder agrees that:

(i) at any meeting of the stockholders of Parent called to seek the Parent Stockholder Approval or in any other circumstances upon which a vote, consent or other approval of such Stockholder with respect to the Merger Agreement, the Parent Share Issuance or any of the other transactions contemplated by the Merger Agreement is sought, such Stockholder shall cause its Subject Shares to be present in person or by proxy for purposes of constituting a quorum and vote, or cause to be voted, including by executing a written consent if requested by the Company, its Subject Shares in favor of granting the Parent Stockholder Approval and any other actions presented to the stockholders of Parent that are necessary and desirable in connection with the Parent Stockholder Approval and the Merger Agreement, the Parent Share Issuance or any of the other transactions contemplated by the Merger Agreement; and

(ii) at any meeting of the stockholders of Parent or in any other circumstances upon which a vote, consent or other approval of such Stockholder is sought, such Stockholder shall cause its Subject Shares to be present in person or by proxy for purposes of constituting a quorum and vote, or cause to be voted, including by executing a written consent if requested by the Company, its Subject Shares against (A) any Parent Acquisition Proposal or any other action, agreement or proposal made in opposition to or in competition with the consummation of the Parent Share Issuance or any of the other transactions contemplated by the Merger Agreement, (B) any action, agreement or proposal involving Parent or any of its Subsidiaries that would reasonably be expected to result in a breach of any covenant, representation or warranty of Parent, Merger Sub or Merger Sub II under the Merger Agreement and (C) any amendment of the certificate of incorporation or bylaws of Parent or any other action, agreement or proposal involving Parent or any of its Subsidiaries that would in any manner impede, frustrate, prevent or nullify any provision of the Merger Agreement, the Parent Share Issuance or any of the other transactions contemplated by the Merger Agreement or change in any manner the voting rights of any class of the capital stock of Parent.

(b) Each Stockholder shall not commit or agree to take any action inconsistent with any provision of Section 3.01(a).

SECTION 3.02. <u>Irrevocable Proxy</u>. Each Stockholder hereby irrevocably grants to, and appoints, the Company, and any individual designated in writing by the Company, and each of them individually, as such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Stockholder, to vote its Subject Shares, or grant a consent or approval in respect of its Subject Shares, in a manner consistent with Section 3.01 if such Stockholder has not voted such Subject Shares in a manner consistent with Section 3.01 at least five (5) Business Days prior to the applicable voting deadline. Each Stockholder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon such Stockholder's execution and delivery of this Agreement. Each Stockholder hereby affirms that the irrevocable proxy set forth in this Section 3.02 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Stockholder under this Agreement. Each Stockholder hereby further affirms that the irrevocable proxy set forth in this Section 3.02 is coupled with an interest and may under no circumstances be revoked. Each Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the DGCL. Notwithstanding the foregoing, the proxy and appointment granted hereby shall be automatically revoked, without any action by any Stockholder, upon any termination of this Agreement pursuant to Section 4.11.

SECTION 3.03. <u>Transfer and Other Restrictions</u>. Except pursuant to this Agreement, each Stockholder shall not, directly or indirectly, (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift, merger or otherwise by operation of law) (collectively, "<u>Transfer</u>"), or enter into any Contract, option or other arrangement or understanding (excluding any profit sharing agreement or any other arrangement that constitutes a Transfer of the economic

(but not the voting) interest in such Subject Shares) with respect to the Transfer of, any of its Subject Shares to any Person, (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any of its Subject Shares, (iii) take any other action that would make any representation or warranty of such Stockholder contained herein untrue or incorrect or would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or (iv) commit or agree to take any of the foregoing actions; provided, however, that the foregoing restrictions on Transfer will not be applicable to, and the Stockholder will not be restricted or prohibited from taking, any of the following actions with respect to the Subject Shares (and the taking of such actions will not constitute a breach of this Agreement): (A) a bona fide pledge of, or grant of a security interest in, Subject Shares in connection with any financing arrangements with a financial institution that is in the business of engaging in such transactions, including any resulting Transfer of such pledged shares (or shares in which a security interest has been granted) upon any foreclosure under the indebtedness underlying such pledge or security interest; (B) any Transfer of Subject Shares to an Affiliate of such Stockholder so long as such Affiliate executes an instrument assuming all the rights, benefits and obligations of such Stockholder hereunder and (C) any Transfer of up to twenty percent (20%) of the Subject Shares as of the date of this Agreement so long as, unless such Transfer is consummated pursuant to an open market sale or in an SEC registered underwritten public offering, the transferee of such Subject Shares executes an instrument assuming all the rights, benefits and obligations of the Stockholder hereunder. Each Stockholder hereby authorizes and will instruct Parent or its counsel to notify Parent's transfer agent that there is a stop transfer order with respect to all of the Subject Shares of such Stockholder (and that this Agreement places limits on the voting and transfer of such Subject Shares), subject to the provisions hereof. Notwithstanding the foregoing, any such stop transfer order and notice will immediately be withdrawn and terminated upon any termination of this Agreement pursuant to Section 4.11.

SECTION 3.04. Non-Solicitation. Each Stockholder shall not, and shall not permit any of its controlled Affiliates or any of their respective Representatives to, directly or indirectly, (i) solicit, initiate or knowingly encourage, or take any other action to knowingly facilitate, the making of any proposal that constitutes or is reasonably likely to lead to a Parent Acquisition Proposal or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any confidential information with respect to, any Parent Acquisition Proposal. Each Stockholder shall, and shall cause its controlled Affiliates and direct its and their respective Representatives to, immediately cease and cause to be terminated all existing discussions and negotiations with any Person conducted heretofore with respect to any Parent Acquisition Proposal. Notwithstanding the foregoing, at any time prior to obtaining the Parent Stockholder Approval, a Stockholder may (and may authorize and permit its controlled Affiliates and its and their respective Representatives to) furnish such information to, and participate in such discussions and negotiations with, a Person (other than such Stockholder or any of its controlled Affiliates) making a Parent Acquisition Proposal (and its Representatives) to the same extent that Parent is permitted to do so pursuant to, and in accordance with, Section 7.3 of the Merger Agreement. In the event that, pursuant to the foregoing sentence, any Stockholder or any of their respective controlled Affiliates or any of their respective Representatives furnishes to a Person making a Parent Acquisition Proposal (or its Representatives) any non-public information that has not previously been furnished to the special committee of the board of

directors of the Company (the "Special Committee") or its Representatives, such Stockholder shall furnish all such information to the Special Committee substantially concurrently with the time it is provided to such Person. Each Stockholder shall, as promptly as practicable, advise the Special Committee orally and in writing of the receipt of any Parent Acquisition Proposal after the date hereof, the material terms and conditions of any such Parent Acquisition Proposal and the identity of the Person making any such Parent Acquisition Proposal. Each Stockholder shall keep the Special Committee reasonably informed of any material developments with respect to any such Parent Acquisition Proposal (including any material changes thereto).

SECTION 3.05. <u>Directors and Officers</u>. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict any Stockholder (or a designee of any Stockholder) who is a director or officer of Parent or the Company from acting in such capacity or fulfilling the obligations of such office (including, for the avoidance of doubt, exercising their fiduciary duties), including by voting, in their capacity as a director or officer of Parent or the Company, in such Stockholder's (or its designee's) sole discretion on any matter (it being understood that this Agreement shall apply to each Stockholder solely in such Stockholder's capacity as a stockholder of Parent or the Company), including with respect to Section 7.2 or Section 7.3 of the Merger Agreement. In this regard, each Stockholder shall not be deemed to make any agreement or understanding in this Agreement in such Stockholder's capacity as a director or officer of Parent or the Company, including with respect to Section 7.2 or Section 7.3 of the Merger Agreement.

SECTION 3.06. Public Announcements. Each Stockholder shall, and shall cause its controlled Affiliates to, consult with the Special Committee prior to issuing any press release or otherwise making public announcements, disclosures or communications issued by such Stockholder or its controlled Affiliates with respect to this Agreement, the Merger Agreement, the Parent Share Issuance or any of the other transactions contemplated by the Merger Agreement, and shall not issue any such press release or make any such press release, public announcement, disclosure or communication prior to such consultation, except as may be required by applicable Law or by obligations pursuant to any listing agreement with or rules of any national securities exchange or interdealer quotation service or by the request of any Governmental Entity, in which case the Person making the disclosure shall give the Special Committee reasonable opportunity to review and comment upon such disclosure or communication to the extent reasonably practicable and legally permitted; provided that, with respect to any Stockholder that is a partnership, the foregoing shall not restrict any communications between such Stockholder and its or its Affiliates' direct or indirect limited partners; provided that such communications do not contain any material non-public information and do not include any statements that could reasonably be construed as critical or adverse to the Mergers, the Parent Share Issuance or the other transactions contemplated by the Merger Agreement or this Agreement or that would constitute a Change of Parent Recommendation if made by the Parent Board or any committee of the Parent Board. Notwithstanding the foregoing, each Stockholder hereby agrees to permit Parent and the Company to publish and disclose in the Joint Proxy Statement (including all documents filed with the SEC in accordance therewith), such Stockholder's identity and beneficial ownership of the Subject Shares or other equity interests of Parent and the nature of such Stockholder's commitments, arrangements and understandings under this Agreement.

## ARTICLE IV

### **General Provisions**

SECTION 4.01. <u>Notices</u>. All notices, requests, claims, demands, waivers and other communications under this Agreement shall be in writing (including, for the avoidance of doubt, via email) and shall be addressed to a party at the following address for such party:

(i) if to the Company, to:

Eidos Therapeutics, Inc. 101 Montgomery Street, Suite 2000 San Francisco, CA 94104

Attention: Franco Valle

William (Bill) Lis Suzanne Hooper

Email: fvalle@eidostx.com

blisfamily1@gmail.com suzanneshooper@gmail.com

with a copy to:

Cravath, Swaine & Moore LLP 825 8th Avenue New York, NY 10019

Attention: Mark Greene

Aaron Gruber

Facsimile: 212-474-3700

Email: mgreene@cravath.com

agruber@cravath.com

(ii) if to any Stockholder, to:

Kohlberg Kravis Roberts 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025

Attention: Ali Satvat
Facsimile: 650-233-6551
Email: ali.satvat@kkr.com

or to such other address(es) as shall be furnished in writing by any such party to the other parties hereto in accordance with the provisions of this Section 4.01.

SECTION 4.02. <u>Severability</u>. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of any other provision hereof. If any provision of this

Agreement, or the application thereof to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 4.03. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SECTION 4.04. <u>Entire Agreement; No Third Party Beneficiaries</u>. This Agreement, together with the Merger Agreement to the extent referenced herein, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof and is not intended to confer upon any Person other than the parties hereto any rights or remedies.

SECTION 4.05. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Law of the State of Delaware without regard to the conflicts of laws, rules or principles thereof (or any other jurisdiction) to the extent that such laws, rules or principles would direct a matter to another jurisdiction.

SECTION 4.06. Venue. The parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, in the event that such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division) located in New Castle County in the State of Delaware or the United States District Court for the District of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby, and hereby waive, and agree not to assert, as a defense in any Proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such Proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties irrevocably agree that all claims relating to such Proceeding or transactions shall be heard and determined in such a Delaware state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such Proceeding in the manner provided in Section 4.01 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

SECTION 4.07. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DOCUMENTS REFERRED TO HEREIN OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTEMPLATED IN THIS SECTION 4.07, TO ENTER INTO THIS AGREEMENT, THE AGREEMENTS CONTEMPLATED BY THE DOCUMENTS REFERRED TO HEREIN AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE.

SECTION 4.08. <u>Assignment</u>. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assignable or delegable (as the case may be), in whole or in part, by operation of Law or otherwise, and any attempted or purported assignment or delegation in violation of this Section 4.08 shall be null and void. Subject to the immediately preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

SECTION 4.09. Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that, in addition to any other available remedies the parties may have in equity or at law, each party shall, unless this Agreement has been terminated in accordance with its terms, be entitled to specific performance and injunctive relief as a remedy for any such breach including an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the courts specified in Section 4.06, in each case without necessity of posting a bond or other form of security. In the event that any Proceeding should be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law.

SECTION 4.10. <u>Amendment; Waiver</u>. This Agreement may be amended by the parties hereto at any time. Any amendment to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of each of the parties hereto. The parties hereto may, to the extent permitted under applicable Law, waive compliance with any of the terms or conditions contained in this Agreement. Any agreement on the part of a party to any such waiver shall be

valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights hereunder or otherwise shall not constitute a waiver of such rights.

SECTION 4.11. <u>Termination</u>. This Agreement, and all obligations of the parties hereunder shall automatically terminate, without further action by any party hereto, upon the earliest of (i) the Effective Time, (ii) the termination of the Merger Agreement pursuant to Article IX thereof, (iii) any Change of Parent Recommendation in accordance with Section 7.3(b) of the Merger Agreement in response to a Parent Superior Proposal, (iv) any amendment of the Merger Agreement which would materially increase the number of Parent Shares issuable pursuant to the Merger or the other consideration payable by Parent under the Merger Agreement, unless each Stockholder has consented in writing to such amendment, and (v) the mutual written agreement of each Stockholder and the Company. In the event of any such termination of this Agreement, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of the Company or any Stockholder, other than (A) this Article IV, which provisions shall survive such termination, and (B) liability for any breach of this Agreement prior to such termination.

SECTION 4.12. Special Committee. Notwithstanding anything to the contrary set forth in this Agreement, until the termination of this Agreement pursuant to Section 4.11, (i) the Company may take the following actions only with the prior approval of the Special Committee: (a) amending, restating, modifying or otherwise changing any provision of this Agreement; (b) waiving any right under this Agreement or extending the time for the performance of any obligation of any Stockholder hereunder; (c) terminating this Agreement; (d) making any decision or determination, or taking any action under or with respect to this Agreement or the transactions contemplated hereby that would reasonably be expected to be, or is required to be, approved, authorized, ratified or adopted by the Company Board; and (e) agreeing to do any of the foregoing and (ii) no decision or determination shall be made, or action taken, by the Company or the Company Board under or with respect to this Agreement or the transactions contemplated hereby without first obtaining the approval of the Special Committee. For the avoidance of doubt, any requirement of the Company or the Company Board to obtain the approval of the Special Committee pursuant to this Section 4.12 shall not, and shall not be deemed to, modify or otherwise affect any rights of any Stockholder, or any obligations of the Company, the Special Committee or the Company Board to any Stockholder, set forth in this Agreement.

[Signature Page Follows]

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

EIDOS THERAPEUTICS, INC.

By: /s/ Cameron Turtle

Name: Cameron Turtle Title: Chief Business Officer

[Signature Page to Voting Agreement]

STOCKHOLDER:

KKR GENETIC DISORDER L.P.

By: KKR Genetic Disorder GP LLC, its General Partner

/s/ Ali J. Satvat

Name: Ali J. Satvat Title: Vice President

[Signature Page to Voting Agreement]

## Schedule A

Stockholder	<u>Address</u>	Number of Shares of Parent <u>Common Stock</u>
KKR Genetic Disorder LP	2800 Sand Hill Road, Suite 200, Menlo Park, CA 94025	34,510,971 shares <sup>1</sup>

<sup>&</sup>lt;sup>1</sup> All options held by Ali Satvat were granted as a result of Parent's director compensation.