
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

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

GEMINI THERAPEUTICS, INC.
(Name of Issuer)

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

36870G105
(CUSIP Number)

LIGHTSTONE VENTURES
500 BOYLSTON ST. SUITE 1380
BOSTON, MA 02116
TELEPHONE: (617) 933-3770

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

February 5, 2021
(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.

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*).

1.	Name of Reporting Persons	
	Lightstone Ventures, L.P.	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	Delaware, United States of America	
	7.	Sole Voting Power
		2,796,868 shares of Common Stock (2)
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		2,796,868 shares of Common Stock (2)
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		2,796,868 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		6.2% (3)
14.	Type of Reporting Person (see instructions)	
	PN	

- (1) This Schedule 13D is filed by Lightstone Ventures, L.P. ("LV LP"), Lightstone Ventures (A), L.P. ("LV(A) LP"), LSV Associates, LLC ("LSV Associates"), Lightstone Singapore, L.P. ("LV Singapore"), Lightstone Singapore Associates, LLC ("Lightstone Singapore Associates," together with LV LP, LV(A) LP, LSV Associates and LV Singapore, the "LV Entities"), Michael A. Carusi, Jean M. George and Henry A. Plain, Jr. Together with the LV Entities, Messrs. Carusi and Plain and Ms. George are herein collectively referred to as the "Reporting Persons"). The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by LV LP. LSV Associates serves as the general partner of LV LP. Messrs. Carusi and Plain, and Ms. George, the individual managing directors of LSV Associates, share voting and dispositive power with respect to the shares held of record by LV LP, and may be deemed to own beneficially the shares held by LV LP.
- (3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	Lightstone Ventures (A), L.P.	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	Delaware, United States of America	
	7.	Sole Voting Power
		381,040 shares of Common Stock (2)
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		381,040 shares of Common Stock (2)
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		381,040 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		0.8% (3)
14.	Type of Reporting Person (see instructions)	
		PN

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned by LV(A) LP. LSV Associates serves as the general partner of LV(A) LP. Messrs. Carusi and Plain, and Ms. George, the individual managing directors of LSV Associates, share voting and dispositive power with respect to the shares held of record by LV(A) LP, and may be deemed to own beneficially the shares held by LV(A) LP.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	LSV Associates, LLC	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	Delaware, United States of America	
	7.	Sole Voting Power
		3,177,908 shares of Common Stock (2)
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		3,177,908 shares of Common Stock (2)
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		3,177,908 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		7.0% (3)
14.	Type of Reporting Person (see instructions)	
		OO

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned as follows: (i) 2,796,868 by LV LP, and (ii) 381,040 by LV(A) LP. LSV Associates serves as the general partner of LV LP and LV(A) LP. Messrs. Carusi and Plain, and Ms. George, the individual managing directors of LSV Associates, share voting and dispositive power with respect to the shares held of record by LV LP and LV(A) LP, and may be deemed to own beneficially the shares held by LV LP and LV(A) LP.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	Lightstone Singapore, L.P.	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	Delaware, United States of America	
	7.	Sole Voting Power
		1,658,198 shares of Common Stock (2)
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		1,658,198 shares of Common Stock (2)
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		1,658,198 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		3.7% (3)
14.	Type of Reporting Person (see instructions)	
		PN

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned by LV Singapore. Lightstone Singapore Associates serves as the general partner of LV Singapore. Messrs. Carusi and Plain and Ms. George, the individual managing directors of Lightstone Singapore Associates, share voting and dispositive power with respect to the shares held of record by LV Singapore, and may be deemed to own beneficially the shares held by LV Singapore.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	Lightstone Singapore Associates, LLC	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	Delaware, United States of America	
	7.	Sole Voting Power
		1,658,198 shares of Common Stock (2)
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		1,658,198 shares of Common Stock (2)
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		1,658,198 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		3.7% (3)
14.	Type of Reporting Person (see instructions)	
		OO

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned by LV Singapore. Lightstone Singapore Associates serves as the general partner of LV Singapore. Messrs. Carusi and Plain and Ms. George, the individual managing directors of Lightstone Singapore Associates, share voting and dispositive power with respect to the shares held of record by LV Singapore, and may be deemed to own beneficially the shares held by LV Singapore.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	Michael A. Carusi	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	United States of America	
	7. Sole Voting Power	
	Number of Shares Beneficially Owned by Each Reporting Person With	0
	8. Shared Voting Power	
		4,836,106 shares of Common Stock (2)
	9. Sole Dispositive Power	
		0
	10. Shared Dispositive Power	
		4,836,106 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		4,836,106 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		10.7% (3)
14.	Type of Reporting Person (see instructions)	
	IN	

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned as follows: (i) 2,796,868 by LV LP, (ii) 381,040 by LV(A) LP and (iii) 1,658,198 by LV Singapore. LSV Associates serves as the general partner of LV LP and LV(A) LP. LSV Singapore Associates serves as the general partner of LV Singapore. Messrs. Carusi and Plain and Ms. George, the individual managing directors of LSV Associates and LV Singapore Associates, share voting and dispositive power with respect to the shares held of record by LV LP, LV(A) LP and LV Singapore.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	Jean M. George	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	United States of America	
	7. Sole Voting Power	
		0
	8. Shared Voting Power	
		4,836,106 shares of Common Stock (2)
	9. Sole Dispositive Power	
		0
	10. Shared Dispositive Power	
		4,836,106 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		4,836,106 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		10.7% (3)
14.	Type of Reporting Person (see instructions)	
	IN	

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned as follows: (i) 2,796,868 by LV LP, (ii) 381,040 by LV(A) LP and (iii) 1,658,198 by LV Singapore. LSV Associates serves as the general partner of LV LP and LV(A) LP. LSV Singapore Associates serves as the general partner of LV Singapore. Messrs. Carusi and Plain and Ms. George, the individual managing directors of LSV Associates and LV Singapore Associates, share voting and dispositive power with respect to the shares held of record by LV LP, LV(A) LP and LV Singapore.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

CUSIP No. 36870G105

1.	Name of Reporting Persons	
	Henry A. Plain, Jr.	
2.	Check the Appropriate Box if a Member of a Group (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	
	United States of America	
	7. Sole Voting Power	
		0
	8. Shared Voting Power	
		4,836,106 shares of Common Stock (2)
	9. Sole Dispositive Power	
		0
	10. Shared Dispositive Power	
		4,836,106 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
		4,836,106 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11	
		10.7% (3)
14.	Type of Reporting Person (see instructions)	
	IN	

(1) This Schedule 13D is filed by the Reporting Persons.

(2) The shares are owned as follows: (i) 2,796,868 by LV LP, (ii) 381,040 by LV(A) LP and (iii) 1,658,198 by LV Singapore. LSV Associates serves as the general partner of LV LP and LV(A) LP. LSV Singapore Associates serves as the general partner of LV Singapore. Messrs. Carusi and Plain and Ms. George, the individual managing directors of LSV Associates and LV Singapore Associates, share voting and dispositive power with respect to the shares held of record by LV LP, LV(A) LP and LV Singapore.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

Explanatory Note

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D"). This Schedule 13D is being filed by the Reporting Persons (as defined below) to report the acquisition of shares of Common Stock (as defined below) of the Issuer (as defined below) on February 5, 2021 as described in Item 3 below.

Item 1. Security and Issuer

The class of equity securities to which this Schedule 13D relates is common stock, par value \$0.0001 per share (the "Common Stock") of Gemini Therapeutics, Inc., a Delaware corporation (the "Issuer" or "Gemini"). The principal executive offices of the Issuer are located at 300 One Kendall Square, 3rd Floor, Cambridge, Massachusetts 02139.

Item 2. Identity and Background

- a) The persons and entities filing this statement are Lightstone Ventures, L.P. ("LV LP"), Lightstone Ventures (A), L.P. ("LV(A) LP"), LSV Associates, LLC ("LSV Associates"), Lightstone Singapore, L.P. ("LV Singapore"), Lightstone Singapore Associates, LLC ("Lightstone Singapore Associates," together with LV LP, LV(A) LP, LSV Associates, and LV Singapore, the "LV Entities"), Michael A. Carusi, Jean M. George and Henry A. Plain, Jr. Together with the LV Entities, Messrs. Carusi and Plain and Ms. George are herein collectively referred to as the "Reporting Persons").
- b) The address of the principal place of business of each of the Reporting Persons is 500 Boylston St., Suite 1380, Boston, MA 02116.
- c) The principal business of each of the Reporting Persons is the venture capital investment business.
- d) During the last five years, none of the Reporting Persons nor the Listed Persons (as defined below) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
- e) During the last five years, none of the Reporting Persons nor the Listed Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- f) The Listed Persons are United States citizens; the LV Entities are organized in Delaware, United States of America.

In accordance with the provisions of General Instruction C to Schedule 13D, information concerning the managing directors controlling LSV Associates and Lightstone Singapore Associates (the "Listed Persons") required by Item 2 of Schedule 13D is listed on Schedule 1 hereto and is incorporated by reference herein.

Item 3. Source and Amount of Funds or Other Consideration

On February 5, 2021, the Issuer completed the transactions contemplated by the Agreement and Plan of Merger Agreement, dated as of October 15, 2020 (the "Merger Agreement"), among the Issuer, FSG Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Issuer ("Merger Sub"), Gemini Therapeutics Sub, Inc., a Delaware corporation ("Old Gemini"), and Shareholder Representative Services LLC (the "Closing"), pursuant to which Merger Sub merged with and into Old Gemini (the "Business Combination"), with Old Gemini surviving the merger as a wholly-owned subsidiary of the Issuer.

Immediately prior to the Closing, LV LP, LV(A) LP and Lightstone Singapore purchased 350,000 shares, 6,000 shares and 44,000 shares, respectively, of Common Stock for an aggregate purchase price of \$4,000,000 pursuant to a subscription agreement between the Issuer and certain investors and as a result of the Closing, LV LP and LV(A) LP received 2,446,868 shares, 375,040 shares and 1,614,198 shares, respectively, of Common Stock in the Business Combination in exchange for shares of Old Gemini.

The funds used by LV LP, LV(A) LP and Lightstone Singapore to acquire the securities described above were obtained from their general and limited partners.

Item 4. Purpose of Transaction

The Reporting Persons acquired the Common Stock for investment purposes. Except as set forth herein and except that the Reporting Persons or any of their affiliates may, from time to time or at any time, subject to market conditions and other factors, purchase additional Common Stock in the open market, in privately negotiated transactions or otherwise, or sell at any time all or a portion of the Common Stock now owned or hereafter acquired by them to one or more purchasers, as of the date of this Schedule 13D, none of the Reporting Persons has any present plans which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Ms. George, a managing director of LSV Associates and LV Singapore Associates, served on the board of directors of Old Gemini prior to the Closing and, following the Closing, Ms. George joined the board of directors of the Issuer. As a director of the Issuer, Ms. George may have influence over the corporate activities of the Issuer, including activities which may relate to the transactions described in clauses (a) through (j) of this Item 4.

Item 5. Interest in Securities of the Issuer

(a)(b) The following information with respect to the ownership of the Common Stock of the Issuer by the Reporting Persons filing this Statement on Schedule 13D is provided as of the date of this filing:

Reporting Persons	Shares Held Directly (1)	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power	Beneficial Ownership	Percentage of Class (3)
LV LP	2,796,868	2,796,868	0	2,796,868	0	2,796,868	6.2%
LV(A) LP	381,040	381,040	0	381,040	0	381,040	0.8%
LSV Associates (2)	0	3,177,908	0	3,177,908	0	3,177,908	7.0%
LV Singapore LP	1,658,198	1,658,198	0	1,658,198	0	1,658,198	3.7%
Lightstone Singapore Associates (2)	0	1,658,198	0	1,658,198	0	1,658,198	3.7%
Michael A. Carusi	0	0	4,836,106	0	4,836,106	4,836,106	10.7%
Jean M. George	0	0	4,836,106	0	4,836,106	4,836,106	10.7%
Henry A. Plain, Jr.	0	0	4,836,106	0	4,836,106	4,836,106	10.7%

(1) Represents the number of shares of Common Stock currently underlying all Securities held by the Reporting Persons.

(2) LSV Associates serves as the general partner of LV LP and LV(A) LP. Lightstone Singapore Associates serves as the general partner of LV Singapore. Messrs. Carusi and Plain and Ms. George, the individual managing directors of LSV Associates and Lightstone Singapore Associates, share voting and dispositive power with respect to the shares held of record by LV LP, LV(A) LP and LV Singapore, and may be deemed to own beneficially the shares held by LV LP, LV(A) LP and LV Singapore.

(3) This percentage is calculated based upon 45,301,990 shares of Common Stock outstanding immediately after the Closing (as defined below), as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 11, 2021.

The information provided in Item 3 is hereby incorporated by reference.

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

Registration Rights Agreement.

On February 5, 2021 (the “Closing Date”), New Gemini, Old Gemini, the FSDC Investors (as defined below) and the Major Gemini Investors (as defined below) entered into a Registration Rights Agreement (the “Registration Rights Agreement”), pursuant to which, among other things, the FSDC Investors and the Major Gemini Investors (collectively, the “Investors”) were granted certain registration rights with respect to registrable securities (as defined in the Registration Rights Agreement) held by them. The FSDC Investors include FS Development Holdings, LLC (the “Sponsor”), Robert Carey, Daniel Dubin and Deepka Pakianathan. The Major Gemini Investors include LV LP, LV(A) LP, LV Singapore, Atlas Venture Fund X, L.P., Atlas Venture Opportunity Fund I, L.P., OrbiMed Private Investments VI, LP and Wu Capital Investment LLC.

In particular, the Registration Rights Agreement provides for the following registration rights:

- *Demand registration rights.* At any time after the Closing Date, and following the expiration of any lock-up to which an Investor may be subject, New Gemini will be required, upon the written request of either (i) FSDC Investors holding a majority of the Registrable Securities held by all FSDC Investors or (ii) Major Gemini Investors holding a majority of the Registrable Securities held by all Major Gemini Investors, to file a registration statement under the Securities Act of 1933, as amended (the “Securities Act”) on Form S-1 or any similar long-form registration statement or, if then available, on Form S-3, and use reasonable best efforts to effect the registration of all or part of their registrable securities requested to be included in such registration by the Investors.
- *Shelf registration rights.* New Gemini will be required, to file a shelf registration statement pursuant to Rule 415 of Securities Act as soon as practicable after the Closing Date and use reasonable best efforts to effect the registration of all of the registrable securities then held by Investors that are not covered by an effective registration statement as of the date that is 30 days after the Closing Date. At any time New Gemini has an effective shelf registration statement, if the Company shall receive a request from Investors holding registrable securities with an estimated market value of at least \$5,000,000, to effect an underwritten shelf takedown, New Gemini shall use its reasonable best efforts to as expeditiously as possible to effect the underwritten shelf takedown.
- *Limits on demand registration rights and shelf registration rights.* New Gemini shall not be obligated to effect: (a) more than one (1) demand registration or underwritten shelf takedown during any six-month period; (b) any demand registration at any time there is an effective resale shelf registration statement on file with the SEC; (c) more than two underwritten demand registrations in respect of all registrable securities held by the FSDC Investors, including those made under a shelf registration statement, or (d) more than two underwritten demand registrations in respect of all registrable securities held by the Major Gemini Investors, including those made under a shelf registration statement.
- *Piggyback registration rights.* At any time after the first anniversary of the Closing Date, if New Gemini proposes to file a registration statement to register any of its equity securities under the Securities Act or to conduct a public offering, either for its own account or for the account of any other person, subject to certain exceptions, the Investors are entitled to include their registrable securities in such registration statement, subject to customary cut-back rights.

- *Expenses and indemnification.* All fees, costs and expenses of underwritten registrations will be borne by New Gemini and underwriting discounts and selling commissions will be borne by the holders of the shares being registered. The Registration Rights Agreement contains customary cross-indemnification provisions, under which New Gemini is obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to New Gemini, and holders of registrable securities are obligated to indemnify New Gemini for material misstatements or omissions attributable to them.
- *Registrable securities.* Securities of New Gemini shall cease to be registrable securities upon the earlier of (i) tenth anniversary of the Closing Date and (ii) the date as of which (1) a registration statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, or (2) such securities shall have been transferred pursuant to Rule 144 of the Securities Act, or with respect to any Investor, securities of such Investor shall cease to be registrable securities, on the earlier of (x) the date such Investor ceases to hold at least 1% of the registrable securities or (y) if such Investor is an individual and such Investor is a director or an executive officer of Old Gemini or FSDC as of immediately prior to the consummation of the Merger, the date when such Investor is permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the full text of the Registration Rights Agreement, a copy of which is filed herewith as Exhibit B and is incorporated herein by reference.

Voting Agreement.

On the Closing Date, New Gemini, the Sponsor and the Major Gemini Investors (collectively, the “Voting Parties”) entered into a Voting Agreement, pursuant to which each Voting Party agrees to vote all voting securities of New Gemini that it owns from time to time and that it may vote in an election of the Company’s directors in accordance with the provisions of the Voting Agreement, whether at a regular or special meeting of stockholders.

Pursuant to the Voting Agreement, the post-Closing Board shall be comprised of seven directors, which must include Jason Meyenburg, Dr. Jim Tananbaum and Dr. Carl Gordon, divided into three classes, designated Class I, II and III, with Class I consisting of two directors, Class II consisting of three directors and Class III consisting of two Directors. Jean George and Dr. Carl Gordon shall constitute the initial members of Class I and shall be nominated in Class I, the members of which shall have an initial term that expires at the annual meeting of stockholders of New Gemini held in 2021; David Lubner, Dr. Tuyen Ong and Jason Rhodes shall constitute the initial members of Class II and shall be nominated in Class II, the members of which shall have an initial term that expires at the annual meeting of stockholders of New Gemini held in 2022; and Jason Meyenburg and Dr. Jim Tananbaum shall constitute the initial members of Class III and shall be nominated in Class III, the members of which shall have an initial term that expires at the annual meeting of stockholders of New Gemini held in 2023.

Pursuant to the Voting Agreement, until the earlier of (i) fifth anniversary of the Closing Date or (ii) the date on which Sponsor owns less than 1,217,563 shares of Common Stock, at each annual or special meeting of stockholders of New Gemini, Sponsor shall have the right to designate for election as a member of the Board, and the Board (including any committee thereof) shall nominate (and recommend for election and include such recommendation in a timely manner in any proxy statement or other applicable announcement to New Gemini’s stockholders), one individual to serve as a Class III Director. If Sponsor ceases to be entitled to nominate any directors, then such directors shall be nominated by the Board and approved by the holders of the outstanding shares of Common Stock.

Pursuant to the Voting Agreement, Old Gemini shall have the authority to appoint four directors to the Board, with such procedures as are determined by Old Gemini’s Board.

All directors elected pursuant to the terms of the Voting Agreement shall be removed from the Board only upon the vote or written consent of the Voting Party that is entitled to nominate, appoint or elect such director. Upon any decrease in the rights of any such Voting Party to nominate, appoint or elect any director, the applicable Voting Party shall promptly cause the removal or resignation of an applicable directors if requested by the Board. Upon any individual elected to serve as a director pursuant to the Voting Agreement ceasing to be a member of the Board, whether by death, resignation or removal or otherwise, only the Voting Party that was entitled to nominate, appoint or elect such individual shall have the right to fill any resulting vacancy in the Board; provided that such Voting Party still has the right to nominate, appoint or elect the applicable director.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by the full text of the Voting Agreement, a copy of which is attached hereto as Exhibit C and is incorporated herein by reference.

Lockup Agreement

On the Closing Date, New Gemini and certain of its stockholders, including LV LP, LV(A) LP and LV Singapore and optionholders entered into a Lockup Agreement pursuant to which such Stockholder Parties agreed not to transfer any shares of Common Stock or options to purchase Common Stock received as Merger consideration for a period of 180 days following the Closing Date.

The foregoing description of the Lockup Agreement does not purport to be complete and is qualified in its entirety by the full text of the Lockup Agreement, a copy of which is attached hereto as Exhibit D and is incorporated herein by reference.

The Reporting Persons disclaim the membership in a group with any other parties to the Registration Rights Agreement or Voting Agreement, and this Schedule 13D shall not be deemed an admission that the Reporting Persons are members of a group for purposes of Section 13 or for any other purposes.

Item 7. Material to Be Filed as Exhibits

- A. Joint Filing Agreement
- B. Registration Rights Agreement (Incorporated by reference to Exhibit 10.1 to Amendment No. 1 to the Issuer's Registration Statement on Form 8-A (SEC File No. 001-39438), filed with the Securities and Exchange Commission on February 5, 2021).
- C. Voting Agreement (Incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K (SEC File No. 001-39438), filed with the Securities and Exchange Commission on February 11, 2021).
- D. Form of Lockup Agreement (Incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K (SEC File No. 001-39438), filed with the Securities and Exchange Commission on February 11, 2021).

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: February 16, 2021

LIGHTSTONE VENTURES, L.P.
LIGHTSTONE VENTURES (A), L.P.

By: LSV Associates, LLC
Its: General Partner

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

LSV ASSOCIATES, LLC

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

LIGHTSTONE SINGAPORE, L.P.

By: Lightstone Singapore Associates, LLC
Its: General Partner

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

LIGHTSTONE SINGAPORE ASSOCIATES, LLC

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

/s/ Travis Boettner
Travis Boettner, Attorney-in-Fact for Michael A. Carusi

/s/ Travis Boettner
Travis Boettner, Attorney-in-Fact for Jean M. George

/s/ Travis Boettner
Travis Boettner, Attorney-in-Fact for Henry A. Plain, Jr.

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)

SCHEDULE I

Managing Directors:

Michael A. Carusi

c/o LSV Capital
2884 Sand Hill Road, Suite 121
Menlo Park, California 94025
Principal Occupation: Managing Director of LSV Associates and LSV Associates II
Citizenship: United States of America

Jean M. George

c/o LSV Capital
2884 Sand Hill Road, Suite 121
Menlo Park, California 94025
Principal Occupation: Managing Director of LSV Associates and LSV Associates II
Citizenship: United States of America

Henry A. Plain, Jr.

c/o LSV Capital
2884 Sand Hill Road, Suite 121
Menlo Park, California 94025
Principal Occupation: Managing Director of LSV Associates and LSV Associates II
Citizenship: United States of America

EXHIBIT INDEX

A. Agreement regarding filing of joint Schedule 13D

JOINT FILING STATEMENT

I, the undersigned, hereby express my agreement that the attached Schedule 13D (and any amendments thereto) relating to the Common Stock of Gemini Therapeutics, Inc. is filed on behalf of each of the undersigned.

Date: February 16, 2021

LIGHTSTONE VENTURES, L.P.
LIGHTSTONE VENTURES (A), L.P.

By: LSV Associates, LLC
Its: General Partner

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

LSV ASSOCIATES, LLC

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

LIGHTSTONE SINGAPORE, L.P.

By: Lightstone Singapore Associates, LLC
Its: General Partner

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

LIGHTSTONE SINGAPORE ASSOCIATES, LLC

By: /s/ Travis Boettner
Travis Boettner, Attorney-in-Fact

/s/ Travis Boettner
Travis Boettner, Attorney-in-Fact for Michael A. Carusi

/s/ Travis Boettner
Travis Boettner, Attorney-in-Fact for Jean M. George

/s/ Travis Boettner
Travis Boettner, Attorney-in-Fact for Henry A. Plain, Jr.