Table of Contents

FOIA CONFIDENTIAL TREATMENT REQUESTED

As confidentially submitted to the Securities and Exchange Commission on May 22, 2020. This draft registration statement has not been publicly filed with the Securities and Exchange Commission and all information herein remains confidential.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

RELAY THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**2836**	**47-3923475**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

399 Binney Street, 2nd Floor
Cambridge, MA 02139
(617) 370-8837
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Sanjiv K. Patel, M.D.
President and Chief Executive Officer
Relay Therapeutics, Inc.
399 Binney Street, 2nd Floor
Cambridge, MA 02139
(617) 370-8837
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Mitchell S. Bloom, Esq. **William D. Collins, Esq.** **Gabriela Morales-Rivera, Esq.** **Goodwin Procter LLP** **100 Northern Avenue** **Boston, MA 02210** **(617) 570-1000**	**Brian R. Adams, Esq.** **General Counsel** **Relay Therapeutics, Inc.** **399 Binney Street, 2nd Floor** **Cambridge, MA 02139** **(617) 370-8837**	**Patrick O'Brien, Esq.** **Michael S. Pilo, Esq.** **Ropes & Gray LLP** **800 Boylston Street** **Boston, MA 02199-3600** **(617) 951-7000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☐
Non-Accelerated Filer	☒	Smaller Reporting Company	☒
		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 to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	**Amount to be Registered**	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee**
Common Stock, par value $0.001 per share		$	$

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the offering price of shares that the underwriters may purchase pursuant to an option to purchase additional shares.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

FOIA CONFIDENTIAL TREATMENT REQUESTED

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED , 2020

Shares

Common Stock

This is the initial public offering of shares of our common stock. Prior to this offering, there has been no public market for our common stock. We are selling shares of our common stock. The initial public offering price of our common stock is expected to be between $ and $ per share.

We intend to apply to list our common stock on the Nasdaq Global Market under the symbol "RLAY."

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and, as such, we have elected to comply with certain reduced public company reporting requirements for this prospectus and future filings.

Investing in our common stock involves risks. See "Risk Factors" on page 12.

	Price to Public	Underwriting Discounts and Commissions	Proceeds to Company
Per Share	$	$	$
Total	$	$	$

(1) See "Underwriting" beginning on page 192 of this prospectus for additional information regarding underwriting compensation.

Delivery of the shares of common stock will be made on or about , 2020.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters have an option to purchase up to additional shares of common stock from us.

Joint Book-Running Managers

J.P. Morgan **Goldman Sachs & Co. LLC** **Cowen**

The date of this prospectus is , 2020.

FOIA CONFIDENTIAL TREATMENT REQUESTED

TABLE OF CONTENTS

FOIA CONFIDENTIAL TREATMENT REQUESTED

Through and including , 2020 (25 days after the commencement of this offering), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

You should rely only on the information contained in this prospectus or in any free writing prospectus we file with the Securities and Exchange Commission, or the SEC. Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are offering to sell, and seeking offers to buy, common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date on the front cover page of this prospectus, or other earlier date stated in this prospectus, regardless of the time of delivery of this prospectus or of any sale of our common stock.

The market data and certain other statistical information used throughout this prospectus are based on independent industry publications, governmental publications, reports by market research firms, or other independent sources that we believe to be reliable sources. Industry publications and third-party research, surveys, and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. We are responsible for all of the disclosure contained in this prospectus, and we believe that these sources are reliable; however, we have not independently verified the information contained in such publications. While we are not aware of any misstatements regarding any third-party information presented in this prospectus, their estimates, in particular, as they relate to projections, involve numerous assumptions, are subject to risks and uncertainties, and are subject to change based on various factors, including those discussed under the section entitled “Risk Factors” and elsewhere in this prospectus. Some data are also based on our good faith estimates.

FOIA CONFIDENTIAL TREATMENT REQUESTED

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including our consolidated financial statements and the related notes included elsewhere in this prospectus. You should also consider, among other things, the matters described under "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," in each case appearing elsewhere in this prospectus. Unless the context otherwise requires, the terms "Relay," "Relay Therapeutics," "the Company," "we," "us," and "our" in this prospectus refer to Relay Therapeutics, Inc. and its subsidiary.

Overview

We are a clinical-stage precision medicines company transforming the drug discovery process with an initial focus on enhancing small molecule therapeutic discovery in targeted oncology. Our company is built upon unparalleled insights into protein motion and how this dynamic behavior relates to protein function. These insights may enable us to more effectively drug protein targets that previously have been intractable (i.e. inadequately drugged or undruggable). We believe we have a differentiated approach to drug these protein targets based on their motion, which enables us to select and advance unique product candidates with a potentially higher probability of clinical success. We built our Dynamo platform to integrate an array of leading edge experimental and computational approaches, which allows us to apply our understanding of protein structure and motion to drug discovery.

We are advancing a wholly owned pipeline of medicines to address targets in precision oncology, including our lead product candidates, RLY-1971 and RLY-4008, as well as our PI3Kα mutant selective program (RLY-PI3K1047 program). We initiated a Phase 1 clinical trial for RLY-1971, our potent and selective inhibitor of Src homology region 2 domain-containing phosphatase-2 (SHP2), in patients with advanced solid tumors in the first quarter of 2020. We are completing Investigational New Drug, or IND, enabling activities for RLY-4008, our potent and selective inhibitor of fibroblast growth factor receptor 2 (FGFR2) and expect to initiate a Phase 1 clinical trial for RLY-4008 in patients with advanced solid tumors having oncogenic FGFR2 alterations in the second half of 2020. We anticipate the RLY-PI3K1047 program, our program for molecules targeting cancer-associated mutant variants of phosphoinostide 3-kinase alpha (PI3Kα), to be in IND enabling studies in 2021. While our initial focus is on precision oncology, we believe our Dynamo platform may also be broadly applied to other areas of precision medicine, such as genetic disease. In addition to the three product candidates described above, we have five discovery stage programs across precision oncology and genetic disease. We are focused on using the novel insights derived from our approach to transform the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of our therapies.

Precision medicine aims to specifically and potently drug genetically validated target proteins. However, some target proteins thus far have been intractable using conventional drug discovery tools, such as structure-based drug design (SBDD). While SBDD is well-suited to solving some drug discovery problems such as orthosteric site kinase inhibitors, its reliance on static images of protein fragments limits its ability to gain accurate insights into the dynamic behavior of proteins in their natural state, which in turn limits its ability to discover medicines with exquisite specificity. Our approach pivots the understanding of protein targets from the industry-standard, static view, to a novel paradigm based on fundamental insights into protein motion. We then apply these novel insights into protein motion to drug discovery and design, which we term Motion Based Drug Design (MBDD).

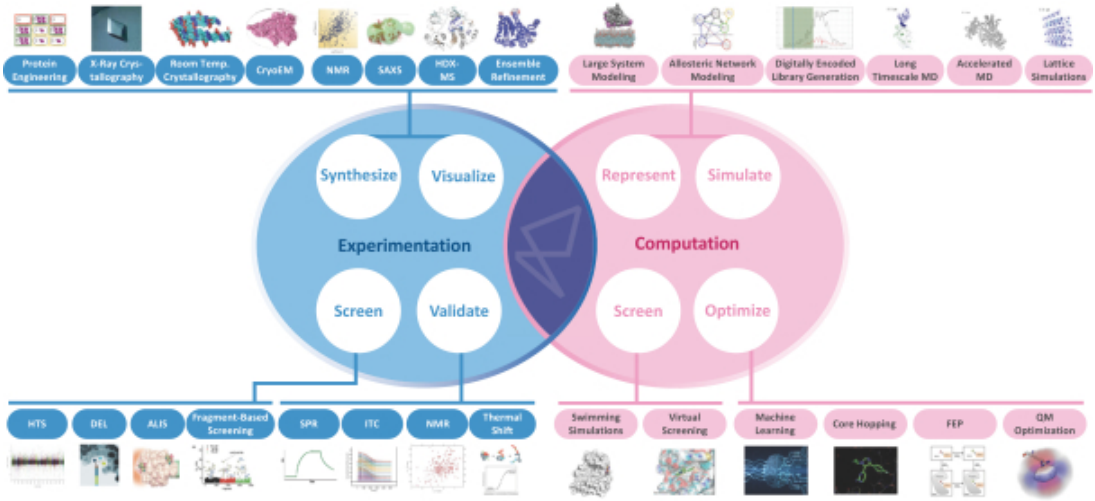
Our Dynamo Platform

Our Dynamo platform puts protein motion at the center of drug discovery and design, integrating a broad and tailored array of leading-edge experimental and computational approaches **(Figure 1)**. This includes leveraging new

FOIA CONFIDENTIAL TREATMENT REQUESTED

experimental techniques such as room-temperature crystallography, and deploying the Anton 2 supercomputer, which was custom-built by D. E. Shaw Research to perform molecular dynamic simulations of proteins.

Figure 1: Dynamo drug-discovery platform integrates leading-edge experimental and computational tools.



We deploy the power of our Dynamo platform in three key phases of MBDD discovery:

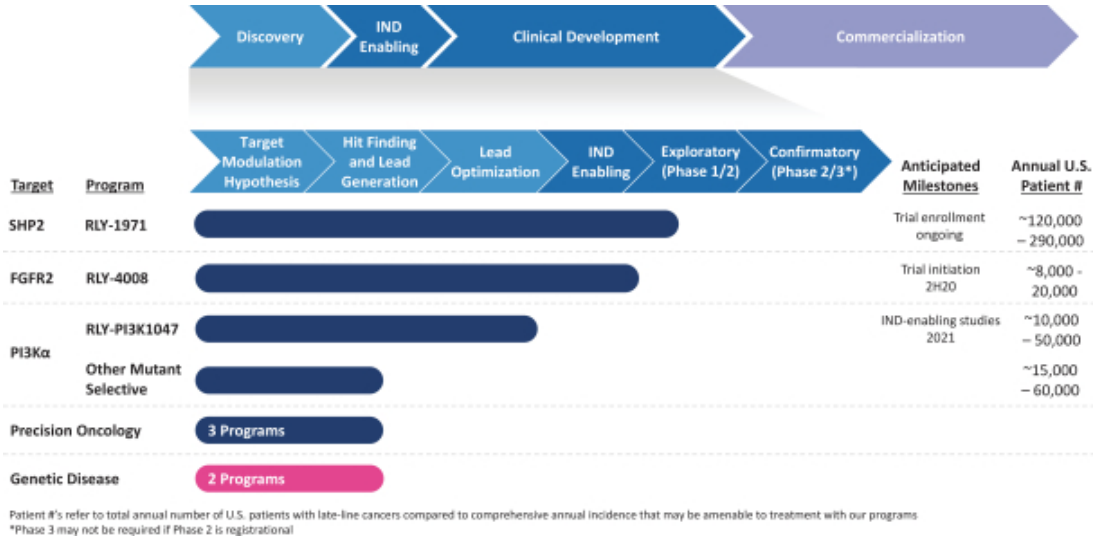
- **Target Modulation Hypothesis.** By generating fundamental insights into the structure and conformational dynamics of full-length proteins, our Dynamo platform enables us to model a target protein's function, to develop unique motion-based hypotheses for how to modulate the protein's behavior, and to identify potential novel binding sites for new therapeutic agents.
- **Hit Finding and Lead Generation.** The integration of our computational and experimental platforms affords a deeper functional understanding of our targets and enables the design of physiologically relevant activity-based, ligand-centric and computational screens. These highly differentiated screens have the ability to yield a larger number of chemical series and potential therapies to proceed into lead optimization than conventional experimental techniques alone.
- **Lead Optimization.** Our Dynamo platform uses advanced computational models in tight integration with our medicinal chemistry, structural biology, enzymology and biophysics capabilities to predict, design and experimentally evaluate compounds that will achieve the most desirable characteristics, including potency, selectivity, bioavailability, and drug-like properties. We believe our approach enables us to converge on optimized compounds with much greater efficiency than conventional approaches, which are typically highly iterative over an extended timeframe.

Our Dynamo platform has the potential to address a diverse range of disease targets, including those proteins that have not been addressed selectively and potently with existing therapies. While we have initially focused our Dynamo platform on small molecule drug discovery in the area of precision oncology, we believe it could be readily deployed across broader precision and genetic medicine areas as well as other therapeutic modalities, such as protein therapeutics and antibody design.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our Programs

We have deployed our technology platform to build a wholly owned pipeline of product candidates to address targets in precision oncology, where there is clear evidence linking target proteins to disease and where molecular diagnostics can unambiguously identify relevant patients for treatment. We believe this approach will increase the likelihood of successfully translating a specific pharmacological mechanism into clinical benefit. The targets associated with all of our current programs are Category 1 Targets under our Collaboration and License Agreement with D. E. Shaw Research LLC, as amended. See "Business—Collaboration and License Agreement with D. E. Shaw Research, LLC."



RLY-1971

RLY-1971 binds and stabilizes SHP2 in its inactive conformation. SHP2 promotes cancer cell survival and growth through the RAS pathway by transducing signals downstream from receptor tyrosine kinases (RTKs). Additionally, activating SHP2 mutations causes enhanced signaling in the absence of ligand stimulation and has been identified as oncogenic drivers in a range of tumors. As a critical signaling node and regulator, SHP2 drives cancer cell proliferation and plays a key role in the way cancer cells develop resistance to targeted therapies. We believe that inhibition of SHP2 could be effective as a monotherapy in cancers with specific alterations and could block a common path that cancer cells exploit to resist other antitumor agents, thus overcoming or delaying the onset of resistance to those therapies. We are currently evaluating the safety and tolerability of RLY-1971 in a Phase 1 dose escalation study in patients with advanced or metastatic solid tumors. We anticipate providing an update on clinical data and the clinical development plan in 2021. Given the range of cancers that are related to SHP2 dependence, in addition to its potential use in monotherapy settings, we believe RLY-1971 could serve as a backbone for compelling combination therapies. We believe SHP2-mediated cancers affect approximately 125,000 late-line patients annually in both monotherapy and combination therapy settings in the U.S. In the future, if RLY-1971 advances to earlier lines of treatment, we believe it could potentially have applicability to approximately 290,000 patients annually in the U.S.

RLY-4008

RLY-4008 is designed to be an oral, small molecule, selective inhibitor of fibroblast growth factor receptor 2, or FGFR2, a receptor tyrosine kinase that is frequently altered in certain cancers. FGFR2 is one of four members of

FOIA CONFIDENTIAL TREATMENT REQUESTED

the FGFR family, a set of closely related proteins with highly similar protein sequences and properties. RLY-4008 demonstrates potent FGFR2-dependent killing in cancer cell lines, while showing minimal inhibition of other targets, including other members of the FGFR family. We plan to initiate a Phase 1 clinical trial for RLY-4008 in patients with solid tumors having oncogenic FGFR2 alterations in the second half of 2020. We believe FGFR2-mediated cancers affect approximately 8,000 late-line patients annually in the U.S. In the future, if RLY-4008 advances to earlier lines of treatment, we believe it could potentially address approximately 20,000 patients annually in the U.S.

Mutant-PI3Kα Inhibitor Program

RLY-PI3K1047 is a lead compound in our franchise of programs targeting cancer-associated mutant variants of phosphoinositide 3-kinase alpha, or PI3Kα. RLY-PI3K1047 is a small molecule inhibitor of PI3Kα that we designed specifically to target PI3Kα H1047X mutants via a previously undescribed allosteric mechanism. Oral dosing of RLY-PI3K1047 resulted in significant tumor growth inhibition in mouse xenograft models of PI3Kα H1047R mutant carcinoma. We expect to begin IND-enabling studies for a differentiated, first-in-class PI3Kα H1047X mutant-selective inhibitor in 2021. We believe PI3Kα H1047X mutant cancers affect approximately 10,000 late-line patients annually in the U.S. In the future, if RLY-PI3K1047 advances to earlier lines of treatment, we believe it could potentially be suitable for use in approximately 50,000 patients annually in the U.S.

Two additional mutations of interest for our PI3Kα franchise are E542X and E545X. We estimate there are approximately 15,000 late-line and 60,000 total patients annually in the United States who might benefit from a PI3Kα targeted inhibitor that targets the mutations at E542 and E545.

Discovery Programs

We are deploying our Dynamo platform and MBDD approach to advance multiple discovery-stage precision oncology programs. As with our lead programs, these programs leverage insights into protein conformational dynamics to address high-value, genetically validated oncogenes that previously have been intractable to conventional drug-discovery approaches. Our Dynamo platform's protein visualization capabilities can be applied to multiple therapeutic areas beyond precision oncology. To further diversify our pipeline, we are leveraging our Dynamo platform to address validated targets in monogenic diseases, where genetic alterations lead to disease-causing defects in protein motion.

Our Strategy

Our mission is to leverage unique insights into protein motion to transform the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of small molecule therapies. We believe that, by placing protein motion at the heart of MBDD discovery, our unique Dynamo platform has the potential to address previously intractable precision medicine targets. To accomplish this, we intend to continue building a team that shares our commitment to patients, to continue to enhance our platform, and to rapidly advance our precision medicine pipeline of product candidates. The key elements of our strategy are to:

- Rapidly advance our lead precision oncology programs, RLY-1971, RLY-4008, RLY-PI3K1047, through clinical development and regulatory approval
- Continue to enhance our unique drug-discovery platform
- Harness the insights and data generated from our platform against intractable targets in oncology and other therapeutic areas
- Selectively enter into strategic collaborations to maximize the value of our platform and pipeline

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our Team

Our company was founded and continues to be supported by world-class scientific advisors, including: Dr. Matt Jacobson, Dr. Mark Murcko and, Dr. Dorothee Kern, as well as by D. E. Shaw Research, led by chief scientist Dr. David E. Shaw. We are leaders in leveraging insights into the dynamic behavior of proteins in drug discovery. We have assembled a scientific team with extensive expertise in leading-edge experimental and computational drug discovery approaches, as well as a development team with extensive experience in the pre-clinical development, translational medicine, clinical development, and commercialization of precision oncology medicines. In aggregate, our team has previously submitted over 70 INDs and 20 NDAs and contributed to the development of more than 20 approved products. Our President and Chief Executive Officer, Dr. Sanjiv K. Patel, has more than 15 years of experience in the biopharmaceutical industry, and has led our key business operations and strategic corporate planning activities since 2017. Dr. Don Bergstrom, our Head of Research and Development, has more than 15 years of experience in the biopharmaceutical industry and has held various leadership positions at other companies in oncology drug discovery, development, and translational medicine. Members of our management team have held leadership positions at companies that have successfully discovered, developed and commercialized therapies for various cancers and devastating rare diseases. These companies include Allergan, Algeta, Blueprint Medicines, Eli Lilly, Merck, Novartis, Sanofi, and Vertex. Through April 30, 2020, we have raised approximately $520 million supported by a leading syndicate of investors, including SoftBank Vision Fund, Third Rock Ventures, an affiliate of D. E. Shaw Research, BVF Partners, Casdin Capital, EcoR1 Capital, Foresite Capital, GV, Perceptive Advisors, Alexandria Equities, Tavistock, and Section 32.

Recent Developments

Since it was first reported to have emerged in December 2019, a novel strain of coronavirus, which causes COVID-19, has spread around the world, including Cambridge, Massachusetts where our primary office and laboratory space are located. The coronavirus pandemic is evolving, and to date has led to the implementation of various responses, including government-imposed quarantines, travel restrictions and other public health safety measures. The extent to which the coronavirus impacts our operations or those of our third-party partners, including our preclinical studies, clinical trials or manufacturing operations, will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration of the outbreak, new information that will emerge concerning the severity of the coronavirus and the actions to contain the coronavirus or treat its impact, among others. We have taken temporary precautionary measures intended to help minimize the risk of the virus to our employees, including temporarily requiring all employees to work remotely, other than those performing or supporting business-critical functions, such as certain members of our laboratory staff, suspending all non-essential travel worldwide for our employees and employee attendance at industry events and in-person work-related meetings, which could negatively affect our business. For those employees that are performing or supporting business-critical functions, we have implemented stringent safety measures designed to comply with applicable federal, state and local guidelines instituted in response to the COVID-19 pandemic. We cannot presently predict the scope and severity of the planned and potential shutdowns or disruptions of businesses and government agencies, such as the Securities and Exchange Commission, or SEC, or FDA.

Risks Associated with Our Business

Our ability to implement our business strategy is subject to numerous risks that you should be aware of before making an investment decision. These risks are described more fully in the section entitled “Risk Factors” in this prospectus. These risks include, among others:

- We are a clinical-stage biopharmaceutical company with a limited operating history and have not generated any revenue to date from drug sales, and may never become profitable.
- We have incurred significant operating losses since our inception and anticipate that we will incur continued losses for the foreseeable future.

- Even if we consummate this offering, we will need to raise substantial additional funding. If we are unable to raise capital when needed, we would be forced to delay, reduce or eliminate some of our product development programs or commercialization efforts.
- We cannot be certain that we will be able to obtain regulatory approval for, or successfully commercialize, any of our current or future product candidates.
- Business interruptions resulting from the coronavirus disease (COVID-19) outbreak or similar public health crises could cause a disruption of the development of our product candidates and adversely impact our business.
- If we experience delays or difficulties in the enrollment of patients in clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented.
- If the market opportunities for our product candidates are smaller than we estimate or if any approval that we obtain is based on a narrower definition of the patient population, our revenue and ability to achieve profitability will be adversely affected, possibly materially.
- Our current or future product candidates may cause adverse or other undesirable side effects that could delay or prevent their regulatory approval, limit the commercial profile of an approved label, or result in significant negative consequences following marketing approval, if any.
- Even if we receive regulatory approval for any of our current or future product candidates, we will be subject to ongoing obligations and continued regulatory review, which may result in significant additional expense.
- We rely, and expect to continue to rely, on D. E. Shaw Research, LLC for certain capabilities of our Dynamo platform, and other third parties to conduct our ongoing and planned clinical trials for our current and future product candidates. If these third parties do not successfully carry out their contractual duties, comply with regulatory requirements or meet expected deadlines, we may not be able to obtain marketing approval for or commercialize our current and potential future product candidates and our business could be substantially harmed.
- If we are unable to obtain and maintain patent and other intellectual property protection for our technology and product candidates or if the scope of the intellectual property protection obtained is not sufficiently broad, our competitors could develop and commercialize technology and drugs similar or identical to ours, and our ability to successfully commercialize our technology and drugs may be impaired.

Corporate history

We were incorporated under the laws of the State of Delaware on May 4, 2015 under the name “Allostery, Inc.” Our principal corporate office is located at 399 Binney Street, 2nd Floor, Cambridge, MA 02139, and our telephone number is (617) 370-8837. Our website address is www.relaytx.com. We do not incorporate the information on or accessible through our website into this prospectus, and you should not consider any information on, or that can be accessed through, our website as part of this prospectus.

We own various U.S. federal trademark applications and unregistered trademarks, including our company name. All other trademarks or trade names referred to in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus are referred to without the symbols ® and ™, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Implications of Being an Emerging Growth Company and a Smaller Reporting Company

We qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, as amended. As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies. These provisions include:

- being permitted to only two years of audited financial statements in addition to any required unaudited interim financial statements with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- reduced disclosure about our executive compensation arrangements;
- not being required to hold advisory votes on executive compensation or to obtain stockholder approval of any golden parachute arrangements not previously approved; and
- an exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting.

We may take advantage of these exemptions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company on the date that is the earliest of (i) the last day of the fiscal year in which we have total annual gross revenues of $1.07 billion or more; (ii) the last day of our fiscal year following the fifth anniversary of the date of the completion of this offering; (iii) the date on which we have issued more than $1.0 billion in nonconvertible debt during the previous three years; or (iv) the last day of the fiscal year in which we are deemed to be a large accelerated filer under the rules of the Securities and Exchange Commission, or SEC, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the prior June 30th. We may choose to take advantage of some but not all of these exemptions. We have taken advantage of reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different from the information you receive from other public companies in which you hold stock. We are in the process of evaluating the benefits of relying on other exemptions and reduced reporting requirements under the JOBS Act. Subject to certain conditions, as an emerging growth company, we may rely on certain of these exemptions, including without limitation, providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act.

We are also a "smaller reporting company" as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies until the fiscal year following the determination that our voting and non-voting common stock held by non-affiliates is more than $250 million measured on the last business day of our second fiscal quarter, or our annual revenues are more than $100 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is more than $700 million measured on the last business day of our second fiscal quarter.

FOIA CONFIDENTIAL TREATMENT REQUESTED

THE OFFERING

Common stock offered by us	shares.
Common stock to be outstanding immediately after this offering	shares (shares if the underwriters exercise their option to purchase additional shares in full).
Underwriters' option to purchase additional shares	We have granted a 30-day option to the underwriters to purchase up to an aggregate of additional shares of common stock from us at the initial public offering price, less underwriting discounts and commissions on the same terms as set forth in this prospectus.
Use of proceeds	We estimate that our net proceeds from the sale of shares of our common stock in this offering will be approximately $ million, or $ million if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We currently intend to use the net proceeds from this offering to fund drug discovery and clinical development efforts as well as further expansion of our manufacturing platform and capabilities, and infrastructure to support our pipeline. See "Use of Proceeds" for additional information.
Risk factors	You should carefully read the "Risk Factors" section of this prospectus for a discussion of factors that you should consider before deciding to invest in our common stock.
Proposed Nasdaq Global Market symbol	RLAY

The number of shares of our common stock to be outstanding after this offering is based on 17,000,610 shares of our common stock outstanding as of March 31, 2020, including 1,611,810 shares of non-vested restricted common stock, and 212,642,857 shares of our common stock issuable upon the automatic conversion of all outstanding shares of our preferred stock immediately prior to the completion of this offering, and excludes:

- 26,241,028 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2020, at a weighted average exercise price of $1.35 per share;
- 3,360,008 shares of common stock reserved for future issuance as of March 31, 2020 under our 2016 Relay Therapeutics, Inc. Stock Option and Grant Plan, as amended, or 2016 Plan, which will cease to be available for issuance at the time that our 2020 Stock Option and Incentive Plan, or 2020 Stock Plan, becomes effective;
- shares of our common stock that will become available for future issuance under our 2020 Stock Plan, which will become effective in connection with the completion of this offering; and
- shares of our common stock that will become available for future issuance under our 2020 Employee Stock Purchase Plan, or ESPP, which will become effective in connection with the completion of this offering.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Except as otherwise indicated, all information in this prospectus assumes or gives effect to:

- the conversion of all outstanding shares of our convertible preferred stock into an aggregate of 212,642,857 shares of our common stock immediately prior to the completion of this offering;
- no exercise of the outstanding options described above;
- no exercise by the underwriters of their option to purchase up to an additional shares of our common stock in this offering;
- a one-for- reverse split of our common stock, which will become effective prior to the completion of this offering; and
- the filing of our fourth amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, which will occur immediately prior to the completion of this offering.

FOIA CONFIDENTIAL TREATMENT REQUESTED

SUMMARY CONSOLIDATED FINANCIAL DATA

You should read the following summary financial data together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of this prospectus. We have derived the statement of operations data for the years ended December 31, 2018 and 2019 from our audited consolidated financial statements appearing at the end of this prospectus. The statement of operations data for the three months ended March 31, 2019 and 2020 and the balance sheet data as of March 31, 2020 have been derived from our unaudited financial statements appearing at the end of this prospectus and have been prepared on the same basis as the audited financial statements. In the opinion of management, the unaudited data reflect all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information in those statements. Our historical results are not necessarily indicative of results that should be expected in any future period, and our results for any interim period are not necessarily indicative of results that should be expected for any full year.

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
	(in thousands, except share and per share data)			
Statement of Operations Data:				
Operating expenses:				
Research and development expenses	$ 41,034	$ 70,306	$ 13,335	$ 21,700
General and administrative expenses	8,855	13,742	3,067	4,758
Total operating expenses	49,889	84,048	16,402	26,458
Loss from operations	(49,889)	(84,048)	(16,402)	(26,458)
Other income (expense), net	1,104	8,743	2,220	1,572
Net loss	$ (48,785)	$ (75,305)	$ (14,182)	$ (24,886)
Net loss per share, basic and diluted(1)	$ (5.53)	$ (6.15)	$ (1.29)	$ (1.69)
Weighted average shares of common stock, basic and diluted	8,824,617	12,252,452	10,964,458	14,749,780
Pro forma net loss per share, basic and diluted (unaudited)(2)		$ (0.33)		$ (0.11)
Pro forma weighted average shares of common stock, basic and diluted (unaudited)		224,827,070		227,392,637

(1) See Note 11 to our consolidated financial statements appearing at the end of this prospectus for details on the calculation of basic and diluted net loss per share.

(2) See Note 12 to our consolidated financial statements appearing at the end of this prospectus for details on the calculation of basic and diluted pro forma net loss per share.

The following table sets forth summary balance sheet data as of March 31, 2020:

- on an actual basis;
- on a pro forma basis to give effect to the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 212,642,857 shares of common stock immediately prior to the completion of this offering; and

FOIA CONFIDENTIAL TREATMENT REQUESTED

- on a pro forma as adjusted basis to give further effect to our issuance and sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	As of March 31, 2020		
	Actual	Pro Forma	Pro Forma As Adjusted(2)
		(in thousands)	
Balance Sheet Data:			
Cash, cash equivalents, restricted cash, and investments	$ 335,081	$335,081	
Working capital(1)	327,118	327,118	
Total assets	370,274	370,274	
Convertible preferred stock	537,781	—	
Total stockholders' equity (deficit)	(202,351)	335,430	

(1) We define working capital as current assets less current liabilities.

(2) A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash, cash equivalents, restricted cash and investments, working capital, total assets and total stockholders' equity by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions. An increase or decrease of shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash, cash equivalents, restricted cash and investments, working capital, total assets and total stockholders' equity by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions. This pro forma as adjusted information is illustrative only and will depend on the actual initial public offering price and other terms of this offering determined at pricing.

FOIA CONFIDENTIAL TREATMENT REQUESTED

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this prospectus, including our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our common stock. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and growth prospects. In such an event, the market price of our common stock could decline and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.

Risks Related to Our Financial Position, Business, Technology, and Industry

We are a biopharmaceutical company with a limited operating history.

We are a biopharmaceutical company with a limited operating history and have incurred net losses in each year since our inception. Our net losses were $48.8 million, $75.3 million, $14.2 million and $24.9 million for the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020, respectively. We had an accumulated deficit of $214.4 million as of March 31, 2020. Biopharmaceutical product development is a highly speculative undertaking and involves a substantial degree of risk. We commenced operations in May 2015. Since inception, we have focused substantially all of our efforts and financial resources on developing our drug discovery platform and initial product candidates. We have no products approved for commercial sale and therefore have never generated any revenue from product sales, and we do not expect to in the foreseeable future. We have not obtained regulatory approvals for any of our product candidates and there is no assurance that we will obtain approvals in the future. We expect to continue to incur significant expenses and operating losses over the next several years and for the foreseeable future. Our prior losses, combined with expected future losses, have had and will continue to have an adverse effect on our stockholders' deficit and working capital.

We have incurred significant operating losses since our inception and anticipate that we will incur continued losses for the foreseeable future.

Substantially all of our operating losses have resulted from costs incurred in connection with our research and development programs and from general and administrative costs associated with our operations. We expect our research and development expenses to significantly increase in connection with the commencement and continuation of clinical trials of our product candidates. In addition, if we obtain marketing approval for our product candidates, we will incur significant sales, marketing and outsourced-manufacturing expenses. Once we are a public company, we will incur additional costs associated with operating as a public company. As a result, we expect to continue to incur significant and increasing operating losses for the foreseeable future. Because of the numerous risks and uncertainties associated with developing pharmaceutical products, we are unable to predict the extent of any future losses or when we will become profitable, if at all. Even if we do become profitable, we may not be able to sustain or increase our profitability on a quarterly or annual basis.

The amount of our future losses is uncertain and our quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline. Our quarterly and annual operating results may fluctuate significantly in the future due to a variety of factors, many of which are outside of our control and may be difficult to predict, including the following:

- the timing and success or failure of clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners;
- our ability to successfully recruit and retain subjects for clinical trials, and any delays caused by difficulties in such efforts;

- our ability to obtain marketing approval for our product candidates, and the timing and scope of any such approvals we may receive;
- the timing and cost of, and level of investment in, research and development activities relating to our product candidates, which may change from time to time;
- the cost of manufacturing our product candidates, which may vary depending on the quantity of production and the terms of our agreements with manufacturers;
- our ability to attract, hire and retain qualified personnel;
- expenditures that we will or may incur to develop additional product candidates;
- the level of demand for our product candidates should they receive approval, which may vary significantly;
- the risk/benefit profile, cost and reimbursement policies with respect to our product candidates, if approved, and existing and potential future therapeutics that compete with our product candidates;
- the changing and volatile U.S. and global economic environments, including as a result of the COVID-19 pandemic; and
- future accounting pronouncements or changes in our accounting policies.

The cumulative effects of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated guidance we may provide.

We have no products approved for commercial sale and have not generated any revenue from product sales

Our ability to become profitable depends upon our ability to generate revenue. To date, we have not generated any revenue from our product candidates and we do not expect to generate any revenue from the sale of products in the near future. We do not expect to generate significant revenue unless and until we obtain marketing approval of, and begin to sell one or more of our product candidates. Our ability to generate revenue depends on a number of factors, including, but not limited to, our ability to:

- successfully complete preclinical studies;
- successfully enroll subjects in, and complete, clinical trials;
- have our IND applications go into effect for our planned clinical trials or future clinical trials;
- receive regulatory approvals from applicable regulatory authorities;
- initiate and successfully complete all safety studies required to obtain U.S. and foreign marketing approval for our product candidates;
- establish commercial manufacturing capabilities or make arrangements with third-party manufacturers for clinical supply and commercial manufacturing;
- obtain and maintain patent and trade secret protection or regulatory exclusivity for our product candidates;
- launch commercial sales of our product candidates, if and when approved, whether alone or in collaboration with others;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- obtain and maintain acceptance of the product candidates, if and when approved, by patients, the medical community and third party payors;
- effectively compete with other therapies;
- obtain and maintain healthcare coverage and adequate reimbursement;
- enforce and defend intellectual property rights and claims;
- take temporary precautionary measures to help minimize the risk of the COVID-19 to our employees; and
- maintain a continued acceptable safety profile of the product candidates following approval.

If we do not achieve one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize our product candidates, which would materially harm our business. If we do not receive regulatory approvals for our product candidates, we may not be able to continue our operations.

Even if we consummate this offering, we will need to raise substantial additional funding. If we are unable to raise capital when needed, we would be forced to delay, reduce or eliminate some of our product development programs or commercialization efforts.

The development of pharmaceutical products is capital-intensive. We have only initiated a Phase 1 monotherapy dose escalation Phase 1 clinical trial of RLY-1971 in patients with advanced solid tumors. We are currently advancing most of our product candidates through preclinical development and anticipate beginning a Phase 1 clinical trial for RLY-4008 in the second half of 2020. We expect our expenses to increase in connection with our ongoing activities, particularly as we continue the research and development of, initiate clinical trials of, and seek marketing approval for, our product candidates. In addition, depending on the status of regulatory approval or, if we obtain marketing approval for any of our product candidates, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing and distribution. We may also need to raise additional funds sooner if we choose to pursue additional indications and/or geographies for our product candidates or otherwise expand more rapidly than we presently anticipate. Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate certain of our research and development programs or future commercialization efforts.

We expect that the net proceeds from this offering, together with our existing cash and cash equivalents and investments will be sufficient to fund our operations through at least . Our future capital requirements will depend on and could increase significantly as a result of many factors, including:

- the scope, progress, results and costs of product discovery, preclinical and clinical development, laboratory testing and clinical trials for our product candidates;
- the potential additional expenses attributable to adjusting our development plans (including any supply related matters) to the COVID-19 pandemic;
- the scope, prioritization and number of our research and development programs;
- the costs, timing and outcome of regulatory review of our product candidates;
- our ability to establish and maintain additional collaborations on favorable terms, if at all;
- the achievement of milestones or occurrence of other developments that trigger payments under any additional collaboration agreements we obtain;
- the extent to which we are obligated to reimburse, or entitled to reimbursement of, clinical trial costs under future collaboration agreements, if any;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims;
- the extent to which we acquire or in-license other product candidates and technologies;
- the costs of securing manufacturing arrangements for commercial production; and
- the costs of establishing or contracting for sales and marketing capabilities if we obtain regulatory approvals to market our product candidates.

Identifying potential product candidates and conducting preclinical development testing and clinical trials is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval and achieve product sales. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for many years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives.

Any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates. Disruptions in the financial markets in general and more recently due to the COVID-19 pandemic have made equity and debt financing more difficult to obtain, and may have a material adverse effect on our ability to meet our fundraising needs. We cannot guarantee that future financing will be available in sufficient amounts or on terms acceptable to us, if at all. Moreover, the terms of any financing may adversely affect the holdings or the rights of our stockholders and the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our shares to decline. The sale of additional equity or convertible securities would dilute all of our stockholders. The incurrence of indebtedness would result in increased fixed payment obligations and we may be required to agree to certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. We could also be required to seek funds through arrangements with collaborators or otherwise at an earlier stage than otherwise would be desirable and we may be required to relinquish rights to some of our technologies or product candidates or otherwise agree to terms unfavorable to us, any of which may have a material adverse effect on our business, operating results and prospects.

If we are unable to obtain funding on a timely basis, we may be required to significantly curtail, delay or discontinue one or more of our research or development programs or the commercialization of any product candidate or be unable to expand our operations or otherwise capitalize on our business opportunities, as desired, which could materially affect our business, financial condition and results of operations.

Raising additional capital may cause dilution to our stockholders, including purchasers of common -stock in this offering, restrict our operations or require us to relinquish rights to our technologies or product candidates.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of private and public equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. We do not have any committed external source of funds. To the extent that we raise additional capital through the sale of common stock or securities convertible or exchangeable into common stock, your ownership interest will be diluted, and the terms of those securities may include liquidation or other preferences that materially adversely affect your rights as a common stockholder. Debt financing, if available, would increase our fixed payment obligations and may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

If we raise funds through additional collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our intellectual property, future revenue streams, research

programs or product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

We have never successfully completed any clinical trials, and we may be unable to do so for any product candidates we develop.

We have not yet demonstrated our ability to successfully complete any clinical trials, including large-scale, pivotal clinical trials, obtain regulatory approvals, manufacture a commercial scale product, or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful commercialization. We only have one product candidate, a SHP2 inhibitor (RLY-1971), in Phase 1 clinical development. We plan to file an IND application and expect to begin a Phase 1 clinical trial for our FGFR2 program in the second half of 2020. We expect to be in IND enabling studies for our PI3K program by the end of 2021. We may not be able to file such IND or INDs for any of our other product candidates on the timelines we expect, if at all. For example, we may experience manufacturing delays with IND-enabling studies. Moreover, we cannot be sure that submission of an IND will result in the FDA allowing further clinical trials to begin, or that, once begun, issues will not arise that require us to suspend or terminate clinical trials. Commencing each of these clinical trials is subject to finalizing the trial design based on discussions with the FDA and other regulatory authorities. Any guidance we receive from the FDA or other regulatory authorities is subject to change. These regulatory authorities could change their position, including, on the acceptability of our trial designs or the clinical endpoints selected, which may require us to complete additional clinical trials or impose stricter approval conditions than we currently expect. Successful completion of our clinical trials is a prerequisite to submitting a new drug application, or NDA, to the FDA and a Marketing Authorization Application, or MAA, to the European Medicines Agency, or EMA, for each product candidate and, consequently, the ultimate approval and commercial marketing of each product candidate. We have initiated our Phase 1 RLY-1971 clinical trial, but we do not know whether any of our future clinical trials will begin on time or ever be completed on schedule, if at all.

If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our product candidates or other testing, if the results of these trials or tests are not positive or are only modestly positive or if there are safety concerns, we may:

- be delayed in obtaining marketing approval for our product candidates;
- not obtain marketing approval at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- be subject to post-marketing testing requirements; or
- have the product removed from the market after obtaining marketing approval.

Clinical product development involves a lengthy and expensive process, with an uncertain outcome.

It is impossible to predict when or if any of our product candidates will prove effective and safe in humans or will receive regulatory approval. Before obtaining marketing approval from regulatory authorities for the sale of any product candidate, we must complete preclinical studies and then conduct extensive clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Clinical testing is expensive, difficult to design and implement, can take many years to complete and is uncertain as to outcome. A failure of one or more clinical trials can occur at any stage of testing. The outcome of preclinical development testing and early clinical trials may not be predictive of the success of later clinical trials, and interim results of a clinical trial do not necessarily predict final results. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their product candidates. Our preclinical studies and future clinical trials may not be successful.

FOIA CONFIDENTIAL TREATMENT REQUESTED

From time to time, we may publish interim top-line or preliminary data from our clinical trials. Interim data from clinical trials are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Preliminary or top-line data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, interim and preliminary data should be viewed with caution until the final data are available. Adverse differences between preliminary or interim data and final data could significantly harm our business prospects.

We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our product candidates.

We may experience delays in completing our preclinical studies and initiating or completing clinical trials, and we may experience numerous unforeseen events during, or as a result of, any future clinical trials that we could conduct that could delay or prevent our ability to receive marketing approval or commercialize our product candidates, including:

- regulators or institutional review boards, or IRBs, or ethics committees may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable terms with prospective trial sites and prospective contract research organizations, or CROs, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- clinical trials of our product candidates may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials or we may decide to abandon product development programs;
- the number of patients required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or participants may drop out of these clinical trials or fail to return for post-treatment follow-up at a higher rate than we anticipate;
- our third party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;
- we may elect to, or regulators or IRBs or ethics committees may require us or our investigators to, suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks;
- the cost of clinical trials of our product candidates may be greater than we anticipate;
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate; and
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators or IRBs or ethics committees to suspend or terminate the trials, or reports may arise from preclinical or clinical testing of other cancer therapies that raise safety or efficacy concerns about our product candidates.

We could encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions at which such trials are being conducted, by the Data Safety Monitoring Board, or DSMB, for such trial or by the FDA or other regulatory authorities. Such authorities may impose such a suspension or termination or clinical hold due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from

FOIA CONFIDENTIAL TREATMENT REQUESTED

using a product, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates. Further, the FDA may disagree with our clinical trial design and our interpretation of data from clinical trials, or may change the requirements for approval even after it has reviewed and commented on the design for our clinical trials.

Our product development costs will also increase if we experience delays in testing or regulatory approvals. We do not know whether any of our future clinical trials will begin as planned, or whether any of our current or future clinical trials will need to be restructured or will be completed on schedule, if at all. Significant preclinical study or clinical trial delays, including those caused by the COVID-19 pandemic, also could shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do and impair our ability to successfully commercialize our product candidates and may harm our business and results of operations. Any delays in our preclinical or future clinical development programs may harm our business, financial condition and prospects significantly.

If we experience delays or difficulties in the enrollment of patients in clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented.

We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or similar regulatory authorities outside the United States. In particular, because we will be deploying our drug discovery platform across a broad target space, our ability to enroll eligible patients may be limited or may result in slower enrollment than we anticipate. In addition, some of our competitors have ongoing clinical trials for product candidates that treat the same indications as our product candidates, and patients who would otherwise be eligible for our clinical trials may instead enroll in clinical trials of our competitors' product candidates. Furthermore, our ability to enroll patients may be significantly delayed by the evolving COVID-19 pandemic and we do not know the extent and scope of such delays at this point.

In addition to the competitive trial environment, the eligibility criteria of our planned clinical trials will further limit the pool of available study participants as we will require that patients have specific characteristics that we can measure to assure their cancer is either severe enough or not too advanced to include them in a study. Additionally, the process of finding patients may prove costly. We also may not be able to identify, recruit and enroll a sufficient number of patients to complete our clinical studies because of the perceived risks and benefits of the product candidates under study, the availability and efficacy of competing therapies and clinical trials, the proximity and availability of clinical trial sites for prospective patients, and the patient referral practices of physicians. If patients are unwilling to participate in our studies for any reason, the timeline for recruiting patients, conducting studies and obtaining regulatory approval of potential products may be delayed.

We may also engage third parties to develop companion diagnostics for use in our clinical trials, but such third parties may not be successful in developing such companion diagnostics, furthering the difficulty in identifying patients with the targeted genetic mutations for our clinical trials. Further, if we are required to develop companion diagnostics and are unable to include patients with the targeted genetic mutations, this could compromise our ability to seek participation in the FDA's expedited review and development programs, including Breakthrough Therapy Designation and Fast Track Designation, or otherwise to seek to accelerate clinical development and regulatory timelines.

Patient enrollment may be affected by other factors including:

- the severity of the disease under investigation;
- the eligibility criteria for the clinical trial in question;
- the availability of an appropriate genomic screening test;

- the perceived risks and benefits of the product candidate under study;
- the efforts to facilitate timely enrollment in clinical trials;
- the patient referral practices of physicians;
- the ability to monitor patients adequately during and after treatment;
- the proximity and availability of clinical trial sites for prospective patients; and
- factors we may not be able to control, such as current or potential pandemics that may limit patients, principal investigators or staff or clinical site availability (e.g., outbreak of COVID-19).

Positive results from early preclinical studies of our product candidates are not necessarily predictive of the results of later preclinical studies and any future clinical trials of our product candidates. If we cannot replicate the positive results from our earlier preclinical studies of our product candidates in our later preclinical studies and future clinical trials, we may be unable to successfully develop, obtain regulatory for and commercialize our product candidates.

Any positive results from our preclinical studies of our product candidates may not necessarily be predictive of the results from required later preclinical studies and clinical trials. Similarly, even if we are able to complete our planned preclinical studies or any future clinical trials of our product candidates according to our current development timeline, the positive results from such preclinical studies and clinical trials of our product candidates may not be replicated in subsequent preclinical studies or clinical trial results.

Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials after achieving positive results in early-stage development and we cannot be certain that we will not face similar setbacks. These setbacks have been caused by, among other things, preclinical and other nonclinical findings made while clinical trials were underway, or safety or efficacy observations made in preclinical studies and clinical trials, including previously unreported adverse events. Moreover, preclinical, nonclinical and clinical data are often susceptible to varying interpretations and analyses and many companies that believed their product candidates performed satisfactorily in preclinical studies and clinical trials nonetheless failed to obtain FDA or EMA approval.

Our planned clinical trials or those of our future collaborators may reveal significant adverse events not seen in our preclinical or nonclinical studies and may result in a safety profile that could inhibit regulatory approval or market acceptance of any of our product candidates.

Before obtaining regulatory approvals for the commercial sale of any products, we must demonstrate through lengthy, complex and expensive preclinical studies and clinical trials that our product candidates are both safe and effective for use in each target indication. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. The results of preclinical studies and early clinical trials of our product candidates may not be predictive of the results of later-stage clinical trials. In addition, initial success in clinical trials may not be indicative of results obtained when such trials are completed. There is typically an extremely high rate of attrition from the failure of product candidates proceeding through clinical trials. Product candidates in later stages of clinical trials also may fail to show the desired safety and efficacy profile despite having progressed through nonclinical studies and initial clinical trials. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or unacceptable safety issues, notwithstanding promising results in earlier trials. Most product candidates that commence clinical trials are never approved as products and there can be no assurance that any of our current or future clinical trials will ultimately be successful or support further clinical development of any of our product candidates.

We may develop future product candidates, in combination with one or more cancer therapies. The uncertainty resulting from the use of our product candidates in combination with other cancer therapies may make it difficult to accurately predict side effects in future clinical trials.

FOIA CONFIDENTIAL TREATMENT REQUESTED

As is the case with many treatments for cancer and rare diseases, it is likely that there may be side effects associated with the use of our product candidates. If significant adverse events or other side effects are observed in any of our current or future clinical trials, we may have difficulty recruiting patients to our clinical trials, patients may drop out of our trials, or we may be required to abandon the trials or our development efforts of one or more product candidates altogether. We, the FDA or other applicable regulatory authorities, or an IRB may suspend or terminate clinical trials of a product candidate at any time for various reasons, including a belief that subjects in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential therapeutics developed in the biotechnology industry that initially showed therapeutic promise in early-stage trials have later been found to cause side effects that prevented their further development. Even if the side effects do not preclude the product from obtaining or maintaining marketing approval, undesirable side effects may inhibit market acceptance of the approved product due to its tolerability versus other therapies. Any of these developments could materially harm our business, financial condition and prospects.

We intend to develop our SHP2 program, our FGFR2 program, our PI3K program, and potentially future product candidates, in combination with other therapies, which exposes us to additional risks.

We intend to develop our SHP2 program, our FGFR2 program, or our PI3K program, and may develop future product candidates, for use in combination with one or more currently approved cancer therapies. Even if any product candidate we develop was to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to bear the risks that the FDA or similar foreign regulatory authorities could revoke approval of the therapy used in combination with our product candidate or that safety, efficacy, manufacturing or supply issues could arise with these existing therapies. Combination therapies are commonly used for the treatment of cancer, and we would be subject to similar risks if we develop any of our product candidates for use in combination with other drugs or for indications other than cancer. This could result in our own products being removed from the market or being less successful commercially.

We may also evaluate our SHP2 program, our FGFR2 program, or our PI3K program or any other future product candidates in combination with one or more other cancer therapies that have not yet been approved for marketing by the FDA or similar foreign regulatory authorities. We will not be able to market and sell our SHP2 program, our FGFR2 program, or our PI3K program or any product candidate we develop in combination with any such unapproved cancer therapies that do not ultimately obtain marketing approval.

If the FDA or similar foreign regulatory authorities do not approve these other drugs or revoke their approval of, or if safety, efficacy, manufacturing, or supply issues arise with, the drugs we choose to evaluate in combination with our SHP2 program, our FGFR2 program, or our PI3K program or any product candidate we develop, we may be unable to obtain approval of or market our SHP2 program, our FGFR2 program, or our PI3K program or any product candidate we develop.

Our product candidates utilize a novel mechanism of action and novel binding locations, which may result in greater research and development expenses, regulatory issues that could delay or prevent approval, or discovery of unknown or unanticipated adverse effects.

Our product candidates utilize novel mechanisms of action and novel binding locations, which may result in greater research and development expenses, regulatory issues that could delay or prevent approval, or discovery of unknown or unanticipated adverse effects. Our Dynamo platform uses advanced computational models in tight integration with our medicinal chemistry, structural biology, enzymology and biophysics capabilities to predict and design the compounds that will achieve the most desirable characteristics, including potency, selectivity, bioavailability, and drug-like properties. A disruption in any of these capabilities may have significant adverse effects in our abilities to expand our Dynamo platform, and we cannot predict whether we will continue to have access to these capabilities in the future to support our Dynamo platform. In addition, there can be no assurance that we will be able to rapidly identify, design and synthesize the necessary compounds or that these or other problems related to the development of this novel mechanism will not arise in the future, which may cause significant delays or we raise problems we may not be able to resolve.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Regulatory approval of novel product candidates such as ours can be more expensive, riskier and take longer than for other, more well-known or extensively studied pharmaceutical or biopharmaceutical product candidates due to our and regulatory agencies' lack of experience with them. The novelty of our mechanism of action may lengthen the regulatory review process, require us to conduct additional studies or clinical trials, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of our product candidates or lead to significant post-approval limitations or restrictions. The novel mechanism of action also means that fewer people are trained in or experienced with product candidates of this type, which may make it more difficult to find, hire and retain personnel for research, development and manufacturing positions. Because our inhibitors utilize a novel mechanism of action that has not been the subject of extensive study compared to more well-known product candidates, there is also an increased risk that we may discover previously unknown or unanticipated adverse effects during our preclinical studies and clinical trials. Any such events could adversely impact our business prospects, financial condition and results of operations.

We may in the future conduct clinical trials for our product candidates outside the United States, and the FDA and similar foreign regulatory authorities may not accept data from such trials.

We may in the future choose to conduct additional clinical trials outside the United States, including in Australia, Europe, Asia or other foreign jurisdictions. The acceptance of trial data from clinical trials conducted outside the United States by the FDA may be subject to certain conditions. In cases where data from clinical trials conducted outside the United States are intended to serve as the sole basis for marketing approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless (i) the data are applicable to the United States population and United States medical practice; (ii) the trials were performed by clinical investigators of recognized competence and (iii) the data may be considered valid without the need for an on-site inspection by the FDA or, if the FDA considers such an inspection to be necessary, the FDA is able to validate the data through an on-site inspection or other appropriate means. Additionally, the FDA's clinical trial requirements, including sufficient size of patient populations and statistical powering, must be met. Many foreign regulatory bodies have similar approval requirements. In addition, such foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that the FDA or any similar foreign regulatory authority will accept data from trials conducted outside of the United States or the applicable jurisdiction. If the FDA or any similar foreign regulatory authority does not accept such data, it would result in the need for additional trials, which would be costly and time-consuming and delay aspects of our business plan, and which may result in our product candidates not receiving approval or clearance for commercialization in the applicable jurisdiction.

The incidence and prevalence for target patient populations of our product candidates have not been established with precision. If the market opportunities for our product candidates are smaller than we estimate or if any approval that we obtain is based on a narrower definition of the patient population, our revenue and ability to achieve profitability will be adversely affected, possibly materially.

We are currently evaluating the safety and tolerability of RLY-1971 in a Phase 1 dose escalation study in patients with advanced or metastatic solid tumors. We estimate that, across all solid tumors, there are approximately 68,000 late-line patients annually in the U.S. who might benefit from a SHP2 targeted inhibitor as a monotherapy. Additionally, we estimate there are more than 56,000 late-line patients annually in the U.S. with advanced lung cancer who might benefit from a combination of RLY-1971 with another targeted inhibitor. This results in approximately 125,000 late-line cancer patients annually in the U.S. that could benefit from RLY-1971. In the future, if RLY-1971 advances to earlier lines of treatment, it could potentially address approximately 290,000 patients annually in the U.S. We plan to initiate a Phase 1 clinical trial for RLY-4008 in solid tumor patients with oncogenic FGFR2 alterations in the second half of 2020. We believe FGFR2-mediated cancers affect approximately 8,000 late-line patients annually in the U.S., of which fusions represent approximately 2,700, amplifications 1,600, and mutations 3,800. In the future, if RLY-4008 advances to earlier lines of treatment, it could potentially address approximately 20,000 patients annually in the U.S. Our projections of both

the number of people who have these diseases, as well as the subset of people with these diseases who have the potential to benefit from treatment with RLY-1971, RLY-4008 or our product candidates, are based on estimates.

The total addressable market opportunity will ultimately depend upon, among other things, the diagnosis criteria included in the final label, if our product candidates are approved for sale for these indications, acceptance by the medical community and patient access, product pricing and reimbursement. The number of patients with cancers and solid tumors may turn out to be lower than expected, patients may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our results of operations and our business. We may not be successful in our efforts to identify additional product candidates. Due to our limited resources and access to capital, we must prioritize development of certain product candidates, which may prove to be the wrong choice and may adversely affect our business.

Although we intend to explore other therapeutic opportunities, in addition to the product candidates that we are currently developing, we may fail to identify viable new product candidates for clinical development for a number of reasons. If we fail to identify additional potential product candidates, our business could be materially harmed.

Research programs to pursue the development of our existing and planned product candidates for additional indications and to identify new product candidates and disease targets require substantial technical, financial and human resources whether or not they are ultimately successful. For example, pursuant to our Collaboration and License Agreement with D. E. Shaw Research, LLC, as amended, or the DESRES Agreement, we collaborate with D. E. Shaw Research to develop various protein models and make predictions as to how molecules might move, with subsequent validation efforts in our and our CROs' labs. There can be no assurance that we will find potential additional targets using this approach, that any such targets will be tractable, or that such clinical validations will be successful. Our research programs may initially show promise in identifying potential indications and/or product candidates, yet fail to yield results for clinical development for a number of reasons, including:

- the research methodology used may not be successful in identifying potential indications and/or product candidates;
- potential product candidates may, after further study, be shown to have harmful adverse effects or other characteristics that indicate they are unlikely to be effective products; or
- it may take greater human and financial resources than we will possess to identify additional therapeutic opportunities for our product candidates or to develop suitable potential product candidates through internal research programs, thereby limiting our ability to develop, diversify and expand our product portfolio.

Because we have limited financial and human resources, we intend to initially focus on research programs and product candidates for a limited set of indications. As a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications that later prove to have greater commercial potential or a greater likelihood of success. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities.

Accordingly, there can be no assurance that we will ever be able to identify additional therapeutic opportunities for our product candidates or to develop suitable potential product candidates through internal research programs, which could materially adversely affect our future growth and prospects. We may focus our efforts and resources on potential product candidates or other potential programs that ultimately prove to be unsuccessful.

FOIA CONFIDENTIAL TREATMENT REQUESTED

If we are not able to obtain, or if there are delays in obtaining, required regulatory approvals for our product candidates, we will not be able to commercialize, or will be delayed in commercializing, our product candidates, and our ability to generate revenue will be materially impaired.

Our product candidates and the activities associated with their development and commercialization, including their design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale, distribution, import and export are subject to comprehensive regulation by the FDA and other regulatory agencies in the United States and by comparable authorities in other countries. Before we can commercialize any of our product candidates, we must obtain marketing approval. Currently, all of our product candidates are in development, and we have not received approval to market any of our product candidates from regulatory authorities in any jurisdiction. It is possible that our product candidates, including any product candidates we may seek to develop in the future, will never obtain regulatory approval. We have only limited experience in filing and supporting the applications necessary to gain regulatory approvals and expect to rely on third-party CROs and/or regulatory consultants to assist us in this process. Securing regulatory approval requires the submission of extensive preclinical and clinical data and supporting information to the various regulatory authorities for each therapeutic indication to establish the product candidate's safety and efficacy. Securing regulatory approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities by, the relevant regulatory authority. Our product candidates may not be effective, may be only moderately effective or may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining marketing approval or prevent or limit commercial use. In addition, regulatory authorities may find fault with our manufacturing process or facilities or that of third-party contract manufacturers. We may also face greater than expected difficulty in manufacturing our product candidates.

The process of obtaining regulatory approvals, both in the United States and abroad, is expensive and often takes many years. If the FDA or a comparable foreign regulatory authority requires that we perform additional preclinical or clinical trials, approval, if obtained at all, may be delayed. The length of such a delay varies substantially based upon a variety of factors, including the type, complexity and novelty of the product candidates involved. Changes in marketing approval policies during the development period, changes in or the enactment of additional statutes or regulations, or changes in regulatory review for each submitted NDA, 510(k), premarket approval application, or PMA, or equivalent application types, may cause delays in the approval or rejection of an application. The FDA and comparable authorities in other countries have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require additional preclinical, clinical or other studies. Our product candidates could be delayed in receiving, or fail to receive, regulatory approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may not be able to enroll a sufficient number of patients in our clinical studies;
- we may be unable to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities that a product candidate is safe and effective for its proposed indication or a related companion diagnostic is suitable to identify appropriate patient populations;
- the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to support the submission of an NDA or other submission or to obtain regulatory approval in the United States or elsewhere;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- the FDA or comparable foreign regulatory authorities may find deficiencies with or fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change such that our clinical data are insufficient for approval.

Even if we were to obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, thereby narrowing the commercial potential of the product candidate. In addition, regulatory authorities may grant approval contingent on the performance of costly post-marketing clinical trials, or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. Any of the foregoing scenarios could materially harm the commercial prospects for our product candidates.

If we experience delays in obtaining approval or if we fail to obtain approval of our product candidates, the commercial prospects for our product candidates may be harmed and our ability to generate revenues will be materially impaired.

Our business and operations would suffer in the event of computer system failures, cyber-attacks or deficiencies in our or related parties' cyber security.

Given our limited operating history, we are still in the process of implementing our internal security measures. Our internal computer systems and those of current and future third parties on which we rely may fail and are vulnerable to damage from computer viruses and unauthorized access. Our information technology and other internal infrastructure systems, including corporate firewalls, servers, leased lines and connection to the Internet, face the risk of systemic failure that could disrupt our operations. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on third parties for the manufacture of our product candidate or any future product candidates and to conduct clinical trials, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, our competitive position could be harmed and the further development and commercialization of our product candidate or any future product candidates could be hindered or delayed. In addition, in response to the ongoing COVID-19 pandemic, a majority of our workforce is currently working remotely. This could increase our cyber security risk, create data accessibility concerns, and make us more susceptible to communication disruptions.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate

coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of biological, hazardous or radioactive materials

Unfavorable global economic conditions could adversely affect our business, financial condition or results of operations.

Our results of operations could be adversely affected by general conditions in the global economy and in the global financial markets. For example, in 2008, the global financial crisis caused extreme volatility and disruptions in the capital and credit markets and the current COVID-19 pandemic has caused significant volatility and uncertainty in U.S. and international markets. See "*—A pandemic, epidemic, or outbreak of an infectious disease, such as COVID-19, or coronavirus, may materially and adversely affect our business and our financial results*." A severe or prolonged economic downturn could result in a variety of risks to our business, including, weakened demand for our product candidates and our ability to raise additional capital when needed on acceptable terms, if at all. A weak or declining economy could also strain our suppliers, possibly resulting in supply disruption, or cause our customers to delay making payments for our services. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the current economic climate and financial market conditions could adversely impact our business.

Our current operations are located in Massachusetts; and we or the third parties upon whom we depend may be adversely affected by natural disasters and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.

Our current operations are located in Massachusetts. Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, medical epidemics, including any potential effects from the current global spread of COVID-19, power shortage, telecommunication failure or other natural or man-made accidents or incidents that result in us being unable to fully utilize our facilities, or the manufacturing facilities of our third-party contract manufacturers, may have a material and adverse effect on our ability to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions. Loss of access to these facilities may result in increased costs, delays in the development of our product candidates or interruption of our business operations. Natural disasters or pandemics such as the COVID-19 outbreak could further disrupt our operations, and have a material and adverse effect on our business, financial condition, results of operations and prospects. For example, we have instituted a temporary work from home policy for non-essential office personnel and it is possible that this could have a negative impact on the execution of our business plans and operations. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our research facilities or the manufacturing facilities of our third-party contract manufacturers, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. The disaster recovery and business continuity plans we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which could have a material adverse effect on our business. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure our investors that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities or the manufacturing facilities of our third-party contract manufacturers are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed. Any business interruption may have a material and adverse effect on our business, financial condition, results of operations and prospects.

FOIA CONFIDENTIAL TREATMENT REQUESTED

A pandemic, epidemic, or outbreak of an infectious disease, such as COVID-19, may materially and adversely affect our business and our financial results and could cause a disruption to the development of our product candidates.

Public health crises such as pandemics or similar outbreaks could adversely impact our business. Recently, a novel strain of a virus named SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2), or coronavirus, which causes COVID-19 has spread to most countries across the world, including all 50 states within the U.S., including specifically Cambridge, Massachusetts where our primary office and laboratory space is located. The coronavirus pandemic is evolving, and to date has led to the implementation of various responses, including government-imposed quarantines, travel restrictions and other public health safety measures. The extent to which the coronavirus impacts our operations or those of our third party partners, including our preclinical studies or clinical trial operations, will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration of the outbreak, new information that will emerge concerning the severity of the coronavirus and the actions to contain the coronavirus or treat its impact, among others. The continued spread of COVID-19 globally could adversely impact our preclinical or clinical trial operations in the U.S., including our ability to recruit and retain patients and principal investigators and site staff who, as healthcare providers, may have heightened exposure to COVID-19 if an outbreak occurs in their geography. For example, similar to other biopharmaceutical companies, we may experience delays in initiating IND-enabling studies, protocol deviations, enrolling our clinical trials, or dosing of patients in our clinical trials as well as in activating new trial sites. COVID-19 may also affect employees of third-party CROs located in affected geographies that we rely upon to carry out our clinical trials. In addition, as a result of medical complications associated with SDC and mCPRC, the patient populations that our lead core and other core product candidates target may be particularly susceptible to COVID-19, which may make it more difficult for us to identify patients able to enroll in our current and future clinical trials and may impact the ability of enrolled patients to complete any such trials. Any negative impact COVID-19 has to patient enrollment or treatment or the execution of our product candidates could cause costly delays to clinical trial activities, which could adversely affect our ability to obtain regulatory approval for and to commercialize our product candidates, increase our operating expenses, and have a material adverse effect on our financial results.

Additionally, timely enrollment in planned clinical trials is dependent upon clinical trial sites which could be adversely affected by global health matters, such as pandemics. We plan to conduct clinical trials for our product candidates in geographies which are currently being affected by the coronavirus. Some factors from the coronavirus outbreak that will delay or otherwise adversely affect enrollment in the clinical trials of our product candidates, as well as our business generally, include:

- the potential diversion of healthcare resources away from the conduct of clinical trials to focus on pandemic concerns, including the attention of physicians serving as our clinical trial investigators, hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our prospective clinical trials;
- limitations on travel that could interrupt key trial and business activities, such as clinical trial site initiations and monitoring, domestic and international travel by employees, contractors or patients to clinical trial sites, including any government-imposed travel restrictions or quarantines that will impact the ability or willingness of patients, employees or contractors to travel to our clinical trial sites or secure visas or entry permissions, a loss of face-to-face meetings and other interactions with potential partners, any of which could delay or adversely impact the conduct or progress of our prospective clinical trials;
- the potential negative affect on the operations of our third-party manufacturers;
- interruption in global shipping affecting the transport of clinical trial materials, such as patient samples, investigational drug product and conditioning drugs and other supplies used in our prospective clinical trials; and
- business disruptions caused by potential workplace, laboratory and office closures and an increased reliance on employees working from home, disruptions to or delays in ongoing laboratory experiments

and operations, staffing shortages, travel limitations or mass transit disruptions, any of which could adversely impact our business operations or delay necessary interactions with local regulators, ethics committees and other important agencies and contractors.

We have taken temporary precautionary measures intended to help minimize the risk of the virus to our employees, including temporarily requiring all employees to work remotely, suspending all non-essential travel worldwide for our employees and discouraging employee attendance at industry events and in-person work-related meetings, which could negatively affect our business. We cannot presently predict the scope and severity of the planned and potential shutdowns or disruptions of businesses and government agencies, such as the Securities and Exchange Commission, or the SEC, or FDA.

These and other factors arising from the coronavirus could worsen in countries that are already afflicted with the coronavirus or could continue to spread to additional countries. Any of these factors, and other factors related to any such disruptions that are unforeseen, could have a material adverse effect on our business and our results of operation and financial condition. Further, uncertainty around these and related issues could lead to adverse effects on the economy of the United States and other economies, which could impact our ability to raise the necessary capital needed to develop and commercialize our product candidates.

Risks Related to Our Reliance on Third Parties

Under the DESRES Agreement, we collaborate with D. E. Shaw Research to rapidly develop various protein models, a process that depends on D. E. Shaw Research's use of their proprietary supercomputer, Anton 2. A termination of the DESRES Agreement could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Under the DESRES Agreement, we collaborate with D. E. Shaw Research to develop various protein models to make predictions as to how molecules might move in connection with identifying potential new biological targets and prospective drug compounds. There can be no assurance these protein models, or the technology used by D. E. Shaw Research to develop them (including the Anton 2 supercomputer), will provide reliable data or target information, or that the findings from these activities and our subsequent validation efforts will translate into the ability to develop therapeutically effective compounds. Our collaboration with D. E. Shaw Research is our key computational collaboration, and there can be no assurance that this collaboration will continue past the current term of the DESRES Agreement, on favorable terms or at all, or that at any time while the collaboration is in effect D. E. Shaw Research will provide a level of service that benefits our programs in a meaningfully positive manner. While we also have other computational collaborations, mostly focused on developing machine learning models, such collaborations do not provide a substitute for the technology made available through our collaboration with D. E. Shaw Research. The termination of the DESRES Agreement or any reduction in our collaboration with D. E. Shaw Research would require us to rely more heavily on these other collaborations and our own internal resources, and may delay or impair our development efforts.

Furthermore, while the termination of the DESRES Agreement would not directly impact the development of our lead product candidates, we cannot predict the effects such termination could have on our preclinical studies and development efforts and our ability to discover and develop additional product candidates. In particular, the technologies accessed through D. E. Shaw Research, including the Anton 2 supercomputer, are important aspects of our Dynamo platform, and we do not currently have access to another source of computational power comparable to that provided by the Anton 2 supercomputer. Currently, not only is our collaboration with D. E. Shaw Research for a limited time period, but it is also limited in the current collaboration year to collaboration across a total of eleven target proteins (with such number subject to increases or decreases from year to year, with any increase in such number of targets in each collaboration year capped at four more than the highest number of such targets in the previous year, and with the number of targets capped at twenty, subject to some limitations), which could restrict our ability to broaden our platform across a larger number of targets and programs.

Under the DESRES Agreement, D. E. Shaw Research controls the rights to its technology, we control the rights to certain compounds, and we jointly own with D. E. Shaw Research any other work product created by

FOIA CONFIDENTIAL TREATMENT REQUESTED

D. E. Shaw Research and us. Any work product we jointly own with D. E. Shaw Research and any other information that we or D. E. Shaw Research share is subject to a non-exclusive cross-license between us and D. E. Shaw Research, subject to certain exceptions. In some instances, D. E. Shaw Research is required to assign to us some of the work product created by D. E. Shaw Research. Disputes may arise between us and D. E. Shaw Research, as well as any future potential collaborators, regarding intellectual property subject to the DESRES Agreement. If disputes over intellectual property that we co-own or we own individually prevent or impair our ability to maintain our current collaboration arrangements on acceptable terms, or undermine our ability to successfully control the intellectual property necessary to protect our product candidates, we may be unable to successfully develop and commercialize the affected product candidates. Uncertainties or disagreements around our rights under any such intellectual property may undermine our ability to partner our programs with third parties.

In addition, the DESRES Agreement is complex and certain provisions may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could be adverse to us, for example by narrowing what we believe to be the scope of our rights to certain intellectual property, or increasing what we believe to be our financial or other obligations under the DESRES Agreement, and any such outcome could have a material adverse effect on our business, financial condition, results of operations, and prospects.

We are generally also subject to all of the same risks with respect to protection of intellectual property that we co-own, as we are for intellectual property that we own, which are described below. If we or D. E. Shaw Research fail to adequately protect this intellectual property, our ability to commercialize products could suffer.

Moreover, we are subject to certain payment obligations under the DESRES Agreement, including payments to DESRES in connection with certain transactions. These payment obligations may decrease the value to us of certain transactional opportunities or otherwise burden our ability to enter into such transactions.

We rely on third parties to conduct our Phase 1 clinical trial of RLY-1971 and expect to rely on third parties to conduct future clinical trials, as well as investigator-sponsored clinical trials of our product candidates. If these third parties do not successfully carry out their contractual duties, comply with regulatory requirements or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize our product candidates and our business could be substantially harmed.

We do not have the ability to independently conduct clinical trials. We rely and expect to continue to rely on medical institutions, clinical investigators, contract laboratories and other third parties, such as CROs, to conduct or otherwise support clinical trials for our product candidates, including our Phase 1 clinical trial of RLY-1971. We may also rely on academic and private non-academic institutions to conduct and sponsor clinical trials relating to our product candidates. We will not control the design or conduct of the investigator-sponsored trials, and it is possible that the FDA or non-U.S. regulatory authorities will not view these investigator-sponsored trials as providing adequate support for future clinical trials, whether controlled by us or third parties, for any one or more reasons, including elements of the design or execution of the trials or safety concerns or other trial results.

Such arrangements will likely provide us certain information rights with respect to the investigator-sponsored trials, including access to and the ability to use and reference the data, including for our own regulatory filings, resulting from the investigator-sponsored trials. However, we would not have control over the timing and reporting of the data from investigator-sponsored trials, nor would we own the data from the investigator-sponsored trials. If we are unable to confirm or replicate the results from the investigator-sponsored trials or if negative results are obtained, we would likely be further delayed or prevented from advancing further clinical development of our product candidates. Further, if investigators or institutions breach their obligations with respect to the clinical development of our product candidates, or if the data proves to be inadequate compared to the first-hand knowledge we might have gained had the investigator-sponsored trials been sponsored and conducted by us, then our ability to design and conduct any future clinical trials ourselves may be adversely affected.

FOIA CONFIDENTIAL TREATMENT REQUESTED

We rely and expect to continue to rely heavily on these parties for execution of clinical trials for our product candidates and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on CROs will not relieve us of our regulatory responsibilities. For any violations of laws and regulations during the conduct of our clinical trials, we could be subject to warning letters or enforcement action that may include civil penalties up to and including criminal prosecution.

We, our principal investigators and our CROs are required to comply with regulations, including Good Clinical Practices, or GCPs, for conducting, monitoring, recording and reporting the results of clinical trials to ensure that the data and results are scientifically credible and accurate, and that the trial patients are adequately informed of the potential risks of participating in clinical trials and their rights are protected. These regulations are enforced by the FDA, the Competent Authorities of the Member States of the European Economic Area and comparable foreign regulatory authorities for any products in clinical development. The FDA enforces GCP regulations through periodic inspections of clinical trial sponsors, principal investigators and trial sites. If we, our principal investigators or our CROs fail to comply with applicable GCPs, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that, upon inspection, the FDA will determine that any of our future clinical trials will comply with GCPs. In addition, our clinical trials must be conducted with product candidates produced under current Good Manufacturing Practice, or cGMP, regulations. Our failure or the failure of our principal investigators or CROs to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process and could also subject us to enforcement action. We also are required to register ongoing clinical trials and post the results of completed clinical trials on a government-sponsored database, ClinicalTrials.gov, within certain timeframes. Failure to do so can result in fines, adverse publicity and civil and criminal sanctions.

Although we designed our Phase 1 clinical trial of RLY-1971 and intend to design the future clinical trials for our product candidates, we expect that CROs will conduct all of our clinical trials. As a result, many important aspects of our development programs, including their conduct and timing, are outside of our direct control. Our reliance on third parties to conduct future clinical trials also results in less direct control over the management of data developed through clinical trials than would be the case if we were relying entirely upon our own staff. Communicating with outside parties can also be challenging, potentially leading to mistakes as well as difficulties in coordinating activities. Outside parties may:

- have staffing difficulties;
- fail to comply with contractual obligations;
- experience regulatory compliance issues;
- undergo changes in priorities or become financially distressed; or
- form relationships with other entities, some of which may be our competitors.

These factors may materially adversely affect the willingness or ability of third parties to conduct our clinical trials and may subject us to unexpected cost increases that are beyond our control. If the principal investigators or CROs do not perform clinical trials in a satisfactory manner, breach their obligations to us or fail to comply with regulatory requirements, the development, regulatory approval and commercialization of our product candidates may be delayed, we may not be able to obtain regulatory approval and commercialize our product candidates, or our development program materially and irreversibly harmed. If we are unable to rely on clinical data collected by our principal investigators or CROs, we could be required to repeat, extend the duration of, or increase the size of any clinical trials we conduct and this could significantly delay commercialization and require significantly greater expenditures.

If any of our relationships with these third-party principal investigators or CROs terminate, we may not be able to enter into arrangements with alternative CROs. If principal investigators or CROs do not successfully carry

FOIA CONFIDENTIAL TREATMENT REQUESTED

out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, any clinical trials such principal investigators or CROs are associated with may be extended, delayed or terminated, and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. As a result, we believe that our financial results and the commercial prospects for our product candidates in the subject indication would be harmed, our costs could increase and our ability to generate revenue could be delayed.

We contract with third parties for the manufacture of our product candidates for preclinical development, clinical testing, and expect to continue to do so for commercialization. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.

We do not currently own or operate, nor do we have any plans to establish in the future, any manufacturing facilities or personnel. We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates for preclinical development and clinical testing, as well as for the commercial manufacture of our products if any of our product candidates receive marketing approval. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost or quality, which could delay, prevent or impair our development or commercialization efforts.

The facilities used by our contract manufacturers to manufacture our product candidates must be inspected by the FDA pursuant to pre-approval inspections that will be conducted after we submit our marketing applications to the FDA. We do not control the manufacturing process of, and will be completely dependent on, our contract manufacturers for compliance with cGMPs in connection with the manufacture of our product candidates. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or others, they will not be able to pass regulatory inspections and/or maintain regulatory compliance for their manufacturing facilities. In addition, we have no control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or a comparable foreign regulatory authority finds deficiencies with or does not approve these facilities for the manufacture of our product candidates or if it finds deficiencies or withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved. Further, our failure, or the failure of our third party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or products, if approved, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect our business and supplies of our product candidates.

We may be unable to establish any agreements with third-party manufacturers or to do so on acceptable terms. Even if we are able to establish agreements with third-party manufacturers, reliance on third -party manufacturers entails additional risks, including:

- reliance on the third party for regulatory compliance and quality assurance;
- the possible breach of the manufacturing agreement by the third party;
- the possible misappropriation of our proprietary information, including our trade secrets and know-how; and
- the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us.

Our product candidates and any products that we may develop may compete with other product candidates and approved products for access to manufacturing facilities. There are a limited number of manufacturers that operate under cGMP regulations and that might be capable of manufacturing for us.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval. If our current contract manufacturers cannot perform as agreed, we may be required to replace such manufacturers. We may incur added costs and delays in identifying and qualifying any such replacement.

Our current and anticipated future dependence upon others for the manufacture of our product candidates or products may adversely affect our future profit margins and our ability to commercialize any products that receive marketing approval on a timely and competitive basis.

The third parties upon whom we rely for the supply of the active pharmaceutical ingredient used in our product candidates are our sole source of supply, and the loss of any of these suppliers could significantly harm our business.

The active pharmaceutical ingredients, or API, used in our product candidates are supplied to us from single-source suppliers. Our ability to successfully develop our product candidates, and to ultimately supply our commercial products in quantities sufficient to meet the market demand, depends in part on our ability to obtain the API for these products in accordance with regulatory requirements and in sufficient quantities for clinical testing and commercialization. We do not currently have arrangements in place for a redundant or second-source supply of any such API in the event any of our current suppliers of such API cease their operations for any reason. We are also unable to predict how changing global economic conditions or potential global health concerns such as the COVID-19 pandemic will affect our third-party suppliers and manufacturers. Any negative impact of such matters on our third-party suppliers and manufacturers may also have an adverse impact on our results of operations or financial condition.

For all of our product candidates, we intend to identify and qualify additional manufacturers to provide such API prior to submission of an NDA to the FDA and/or an MAA to the EMA. We are not certain, however, that our single-source suppliers will be able to meet our demand for their products, either because of the nature of our agreements with those suppliers, our limited experience with those suppliers or our relative importance as a customer to those suppliers. It may be difficult for us to assess their ability to timely meet our demand in the future based on past performance. While our suppliers have generally met our demand for their products on a timely basis in the past, they may subordinate our needs in the future to their other customers.

Establishing additional or replacement suppliers for the API used in our product candidates, if required, may not be accomplished quickly. If we are able to find a replacement supplier, such replacement supplier would need to be qualified and may require additional regulatory inspection or approval, which could result in further delay. While we seek to maintain adequate inventory of the API used in our product candidates, any interruption or delay in the supply of components or materials, or our inability to obtain such API from alternate sources at acceptable prices in a timely manner could impede, delay, limit or prevent our development efforts, which could harm our business, results of operations, financial condition and prospects.

We may seek to establish additional collaborations, and, if we are not able to establish them on commercially reasonable terms, or at all, we may have to alter our development and commercialization plans.

Our product development programs and the potential commercialization of our product candidates will require substantial additional cash to fund expenses. For some of our product candidates, we may decide to collaborate with additional pharmaceutical and biotechnology companies for the development and potential commercialization of those product candidates.

We face significant competition in seeking appropriate collaborators. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator’s resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator’s evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by

the FDA or similar regulatory authorities outside the United States, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a collaboration could be more attractive than the one with us for our product candidate. The terms of any additional collaborations or other arrangements that we may establish may not be favorable to us.

We may also be restricted under collaboration agreements from entering into future agreements on certain terms with potential collaborators. Collaborations are complex and time-consuming to negotiate and document. In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators.

We may not be able to negotiate additional collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of the product candidate for which we are seeking to collaborate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate product revenue.

In addition, any future collaborations that we enter into may not be successful. The success of our collaboration arrangements will depend heavily on the efforts and activities of our collaborators. Collaborators generally have significant discretion in determining the efforts and resources that they will apply to these collaborations. Disagreements between parties to a collaboration arrangement regarding clinical development and commercialization matters can lead to delays in the development process or commercializing the applicable product candidate and, in some cases, termination of the collaboration arrangement. These disagreements can be difficult to resolve if neither of the parties has final decision-making authority. Collaborations with pharmaceutical or biotechnology companies and other third parties often are terminated or allowed to expire by the other party. Any such termination or expiration would adversely affect us financially and could harm our business reputation.

Risks Related to Our Intellectual Property

If we are unable to adequately protect our proprietary technology or obtain and maintain patent protection for our technology and products or if the scope of the patent protection obtained is not sufficiently broad, our competitors could develop and commercialize technology and products similar or identical to ours, and our ability to successfully commercialize our technology and products may be impaired.

Our commercial success will depend in part on our ability to obtain and maintain proprietary or intellectual property protection in the United States and other countries for our product candidates, and our core technologies, including our novel target discovery technology and our proprietary compound library and other know-how. We seek to protect our proprietary and intellectual property position by, among other methods, filing patent applications in the United States and abroad related to our proprietary technology, inventions and improvements that are important to the development and implementation of our business. We also rely on trade secrets, know-how and continuing technological innovation to develop and maintain our proprietary and intellectual property position.

We co-own with D. E. Shaw Research pending PCT, Argentine, and Taiwanese patent applications, which relate to RLY-1971 composition of matter and methods of treatment. We solely own a pending provisional patent

FOIA CONFIDENTIAL TREATMENT REQUESTED

application which relates to RLY-1971 solid forms and methods of manufacture. We co-own with D. E. Shaw Research pending unpublished PCT, Argentine, and Taiwanese applications which relate to RLY-4008 composition of matter and methods of treatment. We co-own with D. E. Shaw Research a pending provisional patent application which relates to the composition of matter of and methods of treatment using our PI3K lead series.

Most of the research and development for our programs has been performed under the D. E. Shaw Research Agreement. Under the D. E. Shaw Research Agreement, D. E. Shaw Research controls the rights to its technology (including its supercomputer and software, each of which are important aspects of our Dynamo platform), we control the rights to certain compounds, and we jointly own with D. E. Shaw Research any other work product created by D. E. Shaw Research and us. Subject to certain limits, we have the right to have the following work product assigned to us: the composition of matter, method of use, or method of manufacture of certain compounds directed to a Category 1 Target as set forth in the DESRES Agreement. For more information regarding the DESRES Agreement, see “Business—Collaboration and License Agreement with D. E. Shaw Research, LLC.” We have not yet designated all of the compounds for which we will have this right of assignment, and thus, we do not yet know the scope of exclusivity we will enjoy under our patent rights for our product candidates.

After any work product is assigned to us, we will have the right to prepare, file, prosecute and maintain patents that cover such assigned work product. We also have the implicit right to defend patents that cover work product owned by us.

To date, most of the work product created under our agreement with D. E. Shaw Research has been created by D. E. Shaw Research and us, together, and is thus co-owned. We have the first right to prepare, file, prosecute, maintain and defend patents that cover work product created by D. E. Shaw Research and us, together. If we choose not to exercise those rights with respect to patents and patent applications that cover joint work product, D. E. Shaw Research will have the right to take over such activities. The party that is preparing, filing, prosecuting and maintaining a patent that covers joint work product also has the right to enforce such patent against infringers.

We do not currently own or in-license any issued patents relating to our platform, our SHP2 program, our FGFR2 program, or our PI3K program We own patent applications relating to our SHP2 program, and RLY-1971 specifically, and a patent application relating to our PI3K program. We also own patent applications that relate to our FGFR2 program, and RLY-4008 specifically. All of these patent applications are co-owned with D. E. Shaw Research.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has in recent years been the subject of much litigation.

The degree of patent protection we require to successfully commercialize our product candidates may be unavailable or severely limited in some cases and may not adequately protect our rights or permit us to gain or keep any competitive advantage. We cannot provide any assurances that any of our pending patent applications will issue, or that any of our pending patent applications that mature into issued patents will include claims with a scope sufficient to protect RLY-1971, RLY-4008 or our other product candidates. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. Furthermore, patents have a limited lifespan. In the United States, the natural expiration of a patent is generally twenty years after it is filed. Various extensions may be available; however, the life of a patent, and the protection it affords, is limited. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with adequate and continuing patent protection sufficient to exclude others from commercializing products similar or identical to our product candidates, including generic versions of such products.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Other parties have developed technologies that may be related or competitive to our own, and such parties may have filed or may file patent applications, or may have received or may receive patents, claiming inventions that may overlap or conflict with those claimed in our own patent applications, with respect to either the same methods or formulations or the same subject matter, in either case that we may rely upon to dominate our patent position in the market. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot know with certainty whether we were the first to make the inventions claimed in our owned or licensed pending patent applications, or that we were the first to file for patent protection of such inventions. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights cannot be predicted with any certainty.

In addition, the patent prosecution process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. Further, with respect to most of the pending patent applications covering our product candidates, prosecution has yet to commence. Patent prosecution is a lengthy process, during which the scope of the claims initially submitted for examination by the U.S. Patent and Trademark Office, or USPTO, have been significantly narrowed by the time they issue, if at all. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, we do not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from third parties. Therefore, these patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business.

Even if we acquire patent protection that we expect should enable us to maintain such competitive advantage, third parties may challenge the validity, enforceability or scope thereof, which may result in such patents being narrowed, invalidated or held unenforceable. The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our owned and licensed patents may be challenged in the courts or patent offices in the United States and abroad. For example, we may be subject to a third-party submission of prior art to the USPTO challenging the priority of an invention claimed within one of our patents, which submissions may also be made prior to a patent's issuance, precluding the granting of any of our pending patent applications. We may become involved in opposition, derivation, reexamination, inter parties review, post-grant review or interference proceedings challenging our patent rights or the patent rights of others from whom we have obtained licenses to such rights.

Competitors may claim that they invented the inventions claimed in our issued patents or patent applications prior to us, or may file patent applications before we do. Competitors may also claim that we are infringing on their patents and that we therefore cannot practice our technology as claimed under our patents, if issued. Competitors may also contest our patents, if issued, by showing the patent examiner that the invention was not original, was not novel or was obvious. In litigation, a competitor could claim that our patents, if issued, are not valid for a number of reasons. If a court agrees, we would lose our rights to those challenged patents.

In addition, we may in the future be subject to claims by our former employees or consultants asserting an ownership right in our patents or patent applications, as a result of the work they performed on our behalf. Although we generally require all of our employees, consultants and advisors and any other third parties who have access to our proprietary know-how, information or technology to assign or grant similar rights to their inventions to us, we cannot be certain that we have executed such agreements with all parties who may have contributed to our intellectual property, nor can we be certain that our agreements with such parties will be upheld in the face of a potential challenge, or that they will not be breached, for which we may not have an adequate remedy. With respect to intellectual property arising in the course of our DESRES collaboration, disagreements between us and DESRES may impact our exclusive control of intellectual property important for protecting our product candidates and proprietary position. A loss of exclusivity, in whole or in part, could allow others to compete with us and harm our business.

FOIA CONFIDENTIAL TREATMENT REQUESTED

An adverse determination in any such submission or proceeding may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, without payment to us, or could limit the duration of the patent protection covering our technology and product candidates. Such challenges may also result in our inability to manufacture or commercialize our product candidates without infringing third party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

Even if they are unchallenged, our patent portfolio may not provide us with any meaningful protection or prevent competitors from designing around our patent claims to circumvent our owned or licensed patents by developing similar or alternative technologies or products in a non-infringing manner. For example, a third party may develop a competitive product that provides benefits similar to one or more of our product candidates but that has a different composition that falls outside the scope of our patent protection. If the patent protection provided by the patents and patent applications we hold or pursue with respect to our product candidates is not sufficiently broad to impede such competition, our ability to successfully commercialize our product candidates could be negatively affected, which would harm our business.

Obtaining and maintaining patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In addition, periodic maintenance fees on issued patents often must be paid to the USPTO and foreign patent agencies over the lifetime of the patent. While an unintentional lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we fail to maintain the patents and patent applications covering our products or procedures, we may not be able to stop a competitor from marketing products that are the same as or similar to our product candidates, which would have a material adverse effect on our business.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position may be harmed.

In addition to the protection afforded by patents, we rely upon unpatented trade secret protection, unpatented know-how and continuing technological innovation to develop and maintain our competitive position. With respect to the building of our proprietary compound library, we consider trade secrets and know-how to be our primary intellectual property. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our collaborators, scientific advisors, employees and consultants, and invention assignment agreements with our consultants and employees. We may not be able to prevent the unauthorized disclosure or use of our technical know-how or other trade secrets by the parties to these agreements, however, despite the existence generally of confidentiality agreements and other contractual restrictions. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. If any of the collaborators, scientific advisors, employees and consultants who are parties to these agreements breaches or violates the terms of any of these agreements, we may not have adequate remedies for any such breach or violation, and we could lose our trade secrets as a result. Enforcing a claim that a third party illegally obtained and is using our trade secrets, like patent litigation, is expensive and time consuming, and the outcome is unpredictable. In addition, courts outside the United States are sometimes less willing to protect trade secrets.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our trade secrets could otherwise become known or be independently discovered by our competitors. Competitors could purchase our product candidates and attempt to replicate some or all of the competitive advantages we derive from our development efforts, willfully infringe our intellectual property rights, design around our protected technology or develop their own competitive technologies that fall outside of our intellectual property rights. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. If our trade secrets are not adequately protected so as to protect our market against competitors' products, our competitive position could be adversely affected, as could our business.

Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could have a material adverse effect on the success of our business.

Our commercial success depends upon our ability and the ability of our collaborators to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing the proprietary rights and intellectual property of third parties. The biotechnology and pharmaceutical industries are characterized by extensive and frequent litigation regarding patents and other intellectual property rights. We may in the future become party to, or threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to our product candidates and technology, including interference proceedings before the USPTO. Our competitors or other third parties may assert infringement claims against us, alleging that our products or technologies are covered by their patents. Given the vast number of patents in our field of technology, we cannot be certain that we do not infringe existing patents or that we will not infringe patents that may be granted in the future. Many companies have filed, and continue to file, patent applications related to SHP2 inhibitors, FGFR2 inhibitors, and PI3K inhibitors. Some of these patent applications have already been allowed or issued, and others may issue in the future. Since these areas are competitive and of strong interest to pharmaceutical and biotechnology companies, there will likely be additional patent applications filed and additional patents granted in the future, as well as additional research and development programs expected in the future. Furthermore, because patent applications can take many years to issue and may be confidential for 18 months or more after filing, and because pending patent claims can be revised before issuance, there may be applications now pending which may later result in issued patents that may be infringed by the manufacture, use or sale of our product candidates, or the practice of our technology. If a patent holder believes our product or product candidate infringes on its patent, the patent holder may sue us even if we have received patent protection for our technology. Moreover, we may face patent infringement claims from non-practicing entities that have no relevant product revenue and against whom our own patent portfolio may thus have no deterrent effect.

If we are found to infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue developing and marketing our product candidates and technology. We may choose to obtain a license, even in the absence of an action or finding of infringement. In either case, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain such a license, it could be granted on non-exclusive terms, thereby providing our competitors and other third parties access to the same technologies licensed to us. Without such a license, we could be forced, including by court order, to cease developing and commercializing the infringing technology or product candidates. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees if we are found to have willfully infringed such third-party patent rights. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations, which could materially harm our business. If we lose a foreign patent lawsuit, alleging our infringement of a competitor's patents, we could be prevented from marketing our products in one or more foreign countries, which would have a materially adverse effect on our business.

FOIA CONFIDENTIAL TREATMENT REQUESTED

We may be subject to damages resulting from claims that we or our employees have wrongfully used or disclosed alleged trade secrets of our competitors or are in breach of non-competition or non-solicitation agreements with our competitors.

We could in the future be subject to claims that we or our employees have inadvertently or otherwise used or disclosed alleged trade secrets or other proprietary information of former employers or competitors. Although we try to ensure that our employees and consultants do not use the intellectual property, proprietary information, know-how or trade secrets of others in their work for us, we may in the future be subject to claims that we caused an employee to breach the terms of his or her non-competition or non-solicitation agreement, or that we or these individuals have, inadvertently or otherwise, used or disclosed the alleged trade secrets or other proprietary information of a former employer or competitor. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial costs and could be a distraction to management. If our defenses to these claims fail, in addition to requiring us to pay monetary damages, a court could prohibit us from using technologies or features that are essential to our product candidates, if such technologies or features are found to incorporate or be derived from the trade secrets or other proprietary information of the former employers. An inability to incorporate such technologies or features would have a material adverse effect on our business, and may prevent us from successfully commercializing our product candidates. In addition, we may lose valuable intellectual property rights or personnel as a result of such claims. Moreover, any such litigation or the threat thereof may adversely affect our ability to hire employees or contract with independent sales representatives. A loss of key personnel or their work product could hamper or prevent our ability to commercialize our product candidates, which would have an adverse effect on our business, results of operations and financial condition.

We may become involved in lawsuits to protect or enforce our patents and other intellectual property rights, which could be expensive, time consuming and unsuccessful.

Competitors and other third parties may infringe, misappropriate or otherwise violate our patents and other intellectual property rights. To counter infringement or unauthorized use, we may be required to file infringement claims. A court may disagree with our allegations, however, and may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the third-party technology in question. Further, such third parties could counterclaim that we infringe their intellectual property or that a patent we have asserted against them is invalid or unenforceable. In patent litigation in the United States, defendant counterclaims challenging the validity, enforceability or scope of asserted patents are commonplace. In addition, third parties may initiate legal proceedings against us to assert such challenges to our intellectual property rights. The outcome of any such proceeding is generally unpredictable. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness or non-enablement. Patents may be unenforceable if someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution. It is possible that prior art of which we and the patent examiner were unaware during prosecution exists, which could render any patents that may issue invalid. Moreover, it is also possible that prior art may exist that we are aware of but do not believe is relevant to our future patents, should they issue, but that could nevertheless be determined to render our patents invalid.

An adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated or interpreted narrowly. If a defendant were to prevail on a legal assertion of invalidity or unenforceability of our patents covering one of our product candidates, we would lose at least part, and perhaps all, of the patent protection covering such product candidate. Competing products may also be sold in other countries in which our patent coverage might not exist or be as strong.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Intellectual property litigation could cause us to spend substantial resources and distract our personnel from their normal responsibilities.

Litigation or other legal proceedings relating to intellectual property claims, with or without merit, is unpredictable and generally expensive and time consuming and is likely to divert significant resources from our core business, including distracting our technical and management personnel from their normal responsibilities. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities.

We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating or from successfully challenging our intellectual property rights. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

We may not be able to effectively enforce our intellectual property rights throughout the world.

Filing, prosecuting and defending patents on our product candidates in all countries throughout the world would be prohibitively expensive. The requirements for patentability may differ in certain countries, particularly in developing countries. Moreover, our ability to protect and enforce our intellectual property rights may be adversely affected by unforeseen changes in foreign intellectual property laws. Additionally, the patent laws of some foreign countries do not afford intellectual property protection to the same extent as the laws of the United States. Many companies have encountered significant problems in protecting and defending intellectual property rights in certain foreign jurisdictions. The legal systems of some countries, particularly developing countries, do not favor the enforcement of patents and other intellectual property rights. This could make it difficult for us to stop the infringement of our patents or the misappropriation of our other intellectual property rights. For example, many foreign countries have compulsory licensing laws under which a patent owner must grant licenses to third parties. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection, if our ability to enforce our patents to stop infringing activities is inadequate. These products may compete with our product candidates, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Proceedings to enforce our patent rights in foreign jurisdictions, whether or not successful, could result in substantial costs and divert our efforts and resources from other aspects of our business. Furthermore, while we intend to protect our intellectual property rights in the major markets for our product candidates, we cannot ensure that we will be able to initiate or maintain similar efforts in all jurisdictions in which we may wish to market our product candidates. Accordingly, our efforts to protect our intellectual property rights in such countries may be inadequate.

If we do not obtain patent term extension and data exclusivity for any product candidates we may develop, our business may be materially harmed.

Depending upon the timing, duration and specifics of any FDA marketing approval of any product candidates we may develop, one or more of our U.S. patents may be eligible for limited patent term extension under the Drug

FOIA CONFIDENTIAL TREATMENT REQUESTED

Price Competition and Patent Term Restoration Action of 1984, or Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent extension term of up to five years as compensation for patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations and prospects could be materially harmed.

We may need to license certain intellectual property from third parties, and such licenses may not be available or may not be available on commercially reasonable terms.

A third party may hold intellectual property, including patent rights, that are important or necessary to the development of our products. It may be necessary for us to use the patented or proprietary technology of third parties to commercialize our products, in which case we would be required to obtain a license from these third parties on commercially reasonable terms, or our business could be harmed, possibly materially. Although we believe that licenses to these patents are available from these third parties on commercially reasonable terms, if we were not able to obtain a license, or were not able to obtain a license on commercially reasonable terms, our business could be harmed, possibly materially.

If we fail to comply with our obligations in the agreements under which we collaborate with or license intellectual property rights from third parties, or otherwise experience disruptions to our business relationships with our collaborators or licensors, we could lose rights that are important to our business.

We expect our future license agreements will impose, various development, diligence, commercialization, and other obligations on us in order to maintain the licenses. In spite of our efforts, a future licensor might conclude that we have materially breached our obligations under such license agreements and seek to terminate the license agreements, thereby removing or limiting our ability to develop and commercialize products and technology covered by these license agreements. If these in-licenses are terminated, or if the underlying patent rights licensed thereunder fail to provide the intended exclusivity, competitors or other third parties would have the freedom to seek regulatory approval of, and to market, products identical to ours and we may be required to cease our development and commercialization of certain of our product candidates. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects.

Moreover, disputes may arise regarding intellectual property subject to a licensing agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- the sublicensing of patent and other rights under our collaborative development relationships;
- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- the inventorship and ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners; and
- the priority of invention of patented technology.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The agreements under which we may license intellectual property or technology from third parties may be complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse effect on our business, financial condition, results of operations, and prospects. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our licensing arrangements on commercially acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates, which could have a material adverse effect on our business, financial conditions, results of operations, and prospects.

These and similar issues may arise with respect to our collaboration agreements, such as our DESRES Agreement. Our collaboration with D. E. Shaw Research is our key computational collaboration, and there can be no assurance that this collaboration will continue past the current term of the DESRES Agreement, on favorable terms or at all, or that at any time while the collaboration is in effect D. E. Shaw Research will provide any particular level of services or that the parties will operate under the agreement without disputes. These disputes may involve ownership or control of intellectual property rights, exclusivity obligations, diligence and payment obligations, for example.

The DESRES Agreement imposes certain exclusivity obligations on us during the term of the agreement with respect to Category 2 targets, and certain exclusivity obligations on DESRES during and after the term of the agreement. While we have some degree of control over how we designate various targets under the DESRES Agreement, D. E. Shaw Research has some degree of control over such designations as well, and our exclusivity obligations limit or delay our ability to conduct research on selected targets with third parties.

Under the DESRES Agreement, D. E. Shaw Research controls the rights to its technology, we control the rights to certain compounds, and we jointly own with D. E. Shaw Research any other work product created by D. E. Shaw Research and us. Any work product we jointly own with D. E. Shaw Research and any other information that we or D. E. Shaw Research share is subject to a non-exclusive cross-license between us and D. E. Shaw Research, subject to certain exceptions. In some instances, DESRES is required to assign to us some of the work product created by DESRES. Disputes may arise between us and D. E. Shaw Research, as well as any future potential collaborators, regarding intellectual property subject to the DESRES Agreement. If disputes over intellectual property that we co-own or we own individually prevent or impair our ability to maintain our current collaboration arrangements on acceptable terms, or undermine our ability to successfully control the intellectual property necessary to protect our product candidates, we may be unable to successfully develop and commercialize the affected product candidates. Uncertainties or disagreements around our rights under any such intellectual property may undermine our ability to partner our programs with third parties.

In addition, the DESRES Agreement is complex and certain provisions may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could be adverse to us, for example by narrowing what we believe to be the scope of our rights to certain intellectual property, or increasing what we believe to be our financial or other obligations under the DESRES Agreement, and any such outcome could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Changes to the patent law in the United States and other jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our product candidates.

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involve both technological and legal complexity and is therefore costly, time consuming and inherently uncertain. Recent patent reform legislation in the United States and other countries, including the Leahy-Smith America Invents Act, or Leahy-Smith Act, signed into law on September 16, 2011, could increase those uncertainties and costs.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications are prosecuted, redefine prior art and provide more efficient and cost-effective avenues for competitors to challenge the validity of patents. In addition, the Leahy-Smith Act has transformed the U.S. patent system into a "first to file" system. The first-to-file provisions, however, only became effective on March 16, 2013. Accordingly, it is not yet clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could make it more difficult to obtain patent protection for our inventions and increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could harm our business, results of operations and financial condition.

The U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. Additionally, there have been recent proposals for additional changes to the patent laws of the United States and other countries that, if adopted, could impact our ability to obtain patent protection for our proprietary technology or our ability to enforce rights in our proprietary technology. Depending on future actions by the U.S. Congress, the U.S. courts, the USPTO and the relevant law-making bodies in other countries, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce any patents that we may obtain in the future.

Intellectual property rights do not necessarily address all potential threats.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations and may not adequately protect our business or permit us to maintain our competitive advantage. For example:

- others may be able to make products that are similar to our product candidates or utilize similar technology but that are not covered by the claims of the patents that we license or may own;
- we or our licensors or collaborators, might not have been the first to make the inventions covered by the issued patent or pending patent application that we license or own now or in the future;
- we or our licensors or collaborators, might not have been the first to file patent applications covering certain of our or their inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our owned or licensed intellectual property rights;
- it is possible that our present or future pending patent applications (whether owned or licensed) will not lead to issued patents;
- issued patents that we hold rights to may be held invalid or unenforceable, including as a result of legal challenges by our competitors or other third parties;
- our competitors or other third parties might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- the patents of others may harm our business; and
- we may choose not to file a patent in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent covering such intellectual property.

Should any of these events occur, they could have a material adverse effect on our business, financial condition, results of operations and prospects.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Risks Related to Government Regulation

Even if we receive regulatory approval for any of our product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense. Additionally, our product candidates, if approved, could be subject to post-market study requirements, marketing and labeling restrictions, and even recall or market withdrawal if unanticipated safety issues are discovered following approval. In addition, we may be subject to penalties or other enforcement action if we fail to comply with regulatory requirements.

If the FDA or a comparable foreign regulatory authority approves any of our product candidates, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for the product will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, establishment registration and listing, as well as continued compliance with cGMPs and GCPs for any clinical trials that we conduct post-approval. Any regulatory approvals that we receive for our product candidates may also be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing studies, including Phase 4 clinical trials, and surveillance to monitor the safety and efficacy of the product. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or voluntary or mandatory product recalls;
- clinical trial holds
- fines, warning letters or other regulatory enforcement action;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us;
- product seizure or detention, or refusal to permit the import or export of products; and
- injunctions or the imposition of civil or criminal penalties.

The FDA's policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, which would adversely affect our business, prospects and ability to achieve or sustain profitability.

The FDA and other regulatory agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses.

If any of our product candidates are approved and we are found to have improperly promoted off-label uses of those products, we may become subject to significant liability. The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about approved prescription drug products. In particular, while the FDA permits the dissemination of truthful and non-misleading information about an approved product, a manufacturer may not promote a product for uses that are not approved by the FDA. If we are found to have promoted such off-label uses, we may become subject to significant liability. The federal government has levied large civil and criminal fines against companies for alleged improper promotion of regulated products for off-label uses and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees, corporate integrity agreements or permanent injunctions under which specified promotional conduct must be changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

FOIA CONFIDENTIAL TREATMENT REQUESTED

European data collection is governed by restrictive regulations governing the use, processing and cross-border transfer of personal information.

In the event we decide to conduct clinical trials or continue to enroll subjects in our ongoing or future clinical trials, we may be subject to additional privacy restrictions. The collection, use, storage, disclosure, transfer, or other processing of personal data regarding individuals in the EU, including personal health data, is subject to the EU General Data Protection Regulation, or GDPR. The GDPR is wide-ranging in scope and imposes numerous requirements on companies that process personal data, including requirements relating to processing health and other sensitive data, obtaining consent of the individuals to whom the personal data relates, providing information to individuals regarding data processing activities, implementing safeguards to protect the security and confidentiality of personal data, providing notification of data breaches, and taking certain measures when engaging third-party processors. Compliance with the GDPR will be a rigorous and time-intensive process that may increase our cost of doing business or require us to change our business practices, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation, and reputational harm in connection with our European activities.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our product candidates in other jurisdictions.

We may also submit marketing applications in other countries. Regulatory authorities in jurisdictions outside of the United States have requirements for approval of product candidates with which we must comply prior to marketing in those jurisdictions. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction, while a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. For example, even if the FDA grants marketing approval of a product candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional nonclinical studies or clinical trials as clinical trials conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In short, the foreign regulatory approval process involves all of the risks associated with FDA approval. In many jurisdictions outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we may intend to charge for our products will also be subject to approval.

If we are unable to successfully validate, develop and obtain regulatory approval for companion diagnostic tests for our product candidates that require or would commercially benefit from such tests, or experience significant delays in doing so, we may not realize the full commercial potential of these product candidates.

In connection with the clinical development of our product candidates for certain indications, we may engage third parties to develop or obtain access to *in vitro* companion diagnostic tests to identify patient subsets within a disease category who may derive selective and meaningful benefit from our product candidates. Such companion diagnostics would be used during our clinical trials as well as in connection with the commercialization of our product candidates. To be successful, we or our collaborators will need to address a number of scientific, technical, regulatory and logistical challenges. The FDA and comparable foreign regulatory authorities regulate *in vitro* companion diagnostics as medical devices and, under that regulatory framework, will likely require the conduct of clinical trials to demonstrate the safety and effectiveness of any diagnostics we may develop, which we expect will require separate regulatory clearance or approval prior to commercialization.

FOIA CONFIDENTIAL TREATMENT REQUESTED

We intend to rely on third parties for the design, development and manufacture of companion diagnostic tests for our therapeutic product candidates that may require such tests. If we enter into such collaborative agreements, we will be dependent on the sustained cooperation and effort of our future collaborators in developing and obtaining approval for these companion diagnostics. It may be necessary to resolve issues such as selectivity/specificity, analytical validation, reproducibility, or clinical validation of companion diagnostics during the development and regulatory approval processes. Moreover, even if data from preclinical studies and early clinical trials appear to support development of a companion diagnostic for a product candidate, data generated in later clinical trials may fail to support the analytical and clinical validation of the companion diagnostic. We and our future collaborators may encounter difficulties in developing, obtaining regulatory approval for, manufacturing and commercializing companion diagnostics similar to those we face with respect to our therapeutic candidates themselves, including issues with achieving regulatory clearance or approval, production of sufficient quantities at commercial scale and with appropriate quality standards, and in gaining market acceptance. If we are unable to successfully develop companion diagnostics for these therapeutic product candidates, or experience delays in doing so, the development of these therapeutic product candidates may be adversely affected, these therapeutic product candidates may not obtain marketing approval, and we may not realize the full commercial potential of any of these therapeutics that obtain marketing approval. As a result, our business, results of operations and financial condition could be materially harmed. In addition, a diagnostic company with whom we contract may decide to discontinue selling or manufacturing the companion diagnostic test that we anticipate using in connection with development and commercialization of our product candidates or our relationship with such diagnostic company may otherwise terminate. We may not be able to enter into arrangements with another diagnostic company to obtain supplies of an alternative diagnostic test for use in connection with the development and commercialization of our product candidates or do so on commercially reasonable terms, which could adversely affect and/or delay the development or commercialization of our therapeutic candidates.

Laws and regulations governing any international operations we may have in the future may preclude us from developing, manufacturing and selling certain products outside of the United States and require us to develop and implement costly compliance programs.

If we expand our operations outside of the United States, we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. The Foreign Corrupt Practices Act, or FCPA, prohibits any U.S. individual or business from paying, offering, authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with certain accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Compliance with the FCPA is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

Various laws, regulations and executive orders also restrict the use and dissemination outside of the United States, or the sharing with certain non-U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the United States, it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing, or selling certain products and product candidates outside of the United States, which could limit our growth potential and increase our development costs.

The failure to comply with laws governing international business practices may result in substantial civil and criminal penalties and suspension or debarment from government contracting. The Securities and Exchange

Commission, or SEC, also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

We are subject to certain U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations. We can face serious consequences for violations.

Among other matters, U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations, which are collectively referred to as Trade Laws, prohibit companies and their employees, agents, clinical research organizations, legal counsel, accountants, consultants, contractors, and other partners from authorizing, promising, offering, providing, soliciting, or receiving directly or indirectly, corrupt or improper payments or anything else of value to or from recipients in the public or private sector. Violations of Trade Laws can result in substantial criminal fines and civil penalties, imprisonment, the loss of trade privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We also expect our non-U.S. activities to increase in time. We plan to engage third parties for clinical trials and/or to obtain necessary permits, licenses, patent registrations, and other regulatory approvals and we can be held liable for the corrupt or other illegal activities of our personnel, agents, or partners, even if we do not explicitly authorize or have prior knowledge of such activities

We may seek priority review designation for one or more of our other product candidates, but we might not receive such designation, and even if we do, such designation may not lead to a faster regulatory review or approval process.

If the FDA determines that a product candidate offers a treatment for a serious condition and, if approved, the product would provide a significant improvement in safety or effectiveness, the FDA may designate the product candidate for priority review. A priority review designation means that the goal for the FDA to review an application is six months, rather than the standard review period of ten months. We may request priority review for our product candidates. The FDA has broad discretion with respect to whether or not to grant priority review status to a product candidate, so even if we believe a particular product candidate is eligible for such designation or status, the FDA may decide not to grant it. Moreover, a priority review designation does not necessarily result in an expedited regulatory review or approval process or necessarily confer any advantage with respect to approval compared to conventional FDA procedures. Receiving priority review from the FDA does not guarantee approval within the six-month review cycle or at all.

We may seek orphan drug designation for certain of our product candidates, and we may be unsuccessful or may be unable to maintain the benefits associated with orphan drug designation, including the potential for market exclusivity.

As part of our business strategy, we may seek orphan drug designation for certain of our product candidates, and we may be unsuccessful. Regulatory authorities in some jurisdictions, including the United States and Europe, may designate drugs for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may designate a drug as an orphan drug if it is a drug intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the United States, or a patient population of 200,000 or more in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States. In the United States, orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers.

Similarly, in Europe, the European Commission, upon the recommendation of the EMA's Committee for Orphan Medicinal Products, grants orphan drug designation to promote the development of drugs that are intended for the diagnosis, prevention or treatment of life-threatening or chronically debilitating conditions affecting not more

than 5 in 10,000 persons in Europe and for which no satisfactory method of diagnosis, prevention, or treatment has been authorized (or the product would be a significant benefit to those affected). Additionally, designation is granted for drugs intended for the diagnosis, prevention, or treatment of a life-threatening, seriously debilitating or serious and chronic condition and when, without incentives, it is unlikely that sales of the drug in Europe would be sufficient to justify the necessary investment in developing the drug. In Europe, orphan drug designation entitles a party to financial incentives such as reduction of fees or fee waivers.

Generally, if a drug with an orphan drug designation subsequently receives the first marketing approval for the indication for which it has such designation, the drug is entitled to a period of marketing exclusivity, which precludes the FDA or the EMA from approving another marketing application for the same drug and indication for that time period, except in limited circumstances. The applicable period is seven years in the United States and ten years in Europe. The European exclusivity period can be reduced to six years if a drug no longer meets the criteria for orphan drug designation or if the drug is sufficiently profitable so that market exclusivity is no longer justified.

Even if we obtain orphan drug exclusivity for a drug, that exclusivity may not effectively protect the drug from competition because different drugs can be approved for the same condition. Even after an orphan drug is approved, the FDA can subsequently approve the same drug for the same condition if the FDA concludes that the later drug is clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care. In addition, a designated orphan drug may not receive orphan drug exclusivity if it is approved for a use that is broader than the indication for which it received orphan designation. Moreover, orphan drug exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantity of the drug to meet the needs of patients with the rare disease or condition or if another drug with the same active moiety is determined to be safer, more effective, or represents a major contribution to patient care. Orphan drug designation neither shortens the development time or regulatory review time of a drug nor gives the drug any advantage in the regulatory review or approval process. While we may seek orphan drug designation for our product candidates, we may never receive such designations. Even if we do receive such designations, there is no guarantee that we will enjoy the benefits of those designations.

Breakthrough therapy designation and fast track designation by the FDA, even if granted for any of our product candidates, may not lead to a faster development, regulatory review or approval process, and each designation does not increase the likelihood that any of our product candidates will receive marketing approval in the United States.

We may seek a breakthrough therapy designation for some of our product candidates. A breakthrough therapy is defined as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For drugs that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Drugs designated as breakthrough therapies by the FDA may also be eligible for priority review and accelerated approval. Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. In any event, the receipt of a breakthrough therapy designation for a product candidate may not result in a faster development process, review or approval compared to therapies considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if one or more of our product candidates qualify as breakthrough therapies, the FDA may later decide that such product candidates no longer meet the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

FOIA CONFIDENTIAL TREATMENT REQUESTED

We may seek fast track designation for some of our product candidates. If a drug is intended for the treatment of a serious or life-threatening condition and the drug demonstrates the potential to address unmet medical needs for this condition, the drug sponsor may apply for fast track designation. The FDA has broad discretion whether or not to grant this designation, so even if we believe a particular product candidate is eligible for this designation, we cannot assure you that the FDA would decide to grant it. Even if we do receive fast track designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw fast track designation if it believes that the designation is no longer supported by data from our clinical development program. Fast track designation alone does not guarantee qualification for the FDA's priority review procedures.

Accelerated approval by the FDA, even if granted for our FGFR2 program or our PI3K program or any other future product candidates, may not lead to a faster development or regulatory review or approval process and it does not increase the likelihood that our product candidates will receive marketing approval.

We may seek accelerated approval of our FGFR2 program or our PI3K program and for future product candidates. A product may be eligible for accelerated approval if it treats a serious or life-threatening condition and generally provides a meaningful advantage over available therapies. In addition, it must demonstrate an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, or IMM, that is reasonably likely to predict an effect on IMM or other clinical benefit. As a condition of approval, the FDA may require that a sponsor of a drug or biologic receiving accelerated approval perform adequate and well-controlled post-marketing clinical trials. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product. Even if we do receive accelerated approval, we may not experience a faster development or regulatory review or approval process, and receiving accelerated approval does not provide assurance of ultimate FDA approval.

The FDA, the EMA and other regulatory authorities may implement additional regulations or restrictions on the development and commercialization of our product candidates, and such changes can be difficult to predict.

The FDA, the EMA and regulatory authorities in other countries have each expressed interest in further regulating biotechnology products. Agencies at both the federal and state level in the United States, as well as the U.S. Congressional committees and other governments or governing agencies, have also expressed interest in further regulating the biotechnology industry. Such action may delay or prevent commercialization of some or all of our product candidates. Adverse developments in clinical trials of products conducted by others may cause the FDA or other oversight bodies to change the requirements for approval of any of our product candidates. These regulatory review agencies and committees and the new requirements or guidelines they promulgate may lengthen the regulatory review process, require us to perform additional studies or trials, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of our product candidates or lead to significant post-approval limitations or restrictions. As we advance our product candidates, we will be required to consult with these regulatory agencies and comply with applicable requirements and guidelines. If we fail to do so, we may be required to delay or discontinue development of such product candidates. These additional processes may result in a review and approval process that is longer than we otherwise would have expected. Delays as a result of an increased or lengthier regulatory approval process or further restrictions on the development of our product candidates can be costly and could negatively impact our ability to complete clinical trials and commercialize our current and future product candidates in a timely manner, if at all.

Healthcare legislative reform measures may have a material adverse effect on our business and results of operations.

The U.S. and many foreign jurisdictions have enacted or proposed legislative and regulatory changes affecting the healthcare system that could prevent or delay marketing approval of our current or future product candidates

FOIA CONFIDENTIAL TREATMENT REQUESTED

or any future product candidates, restrict or regulate post-approval activities and affect our ability to profitably sell a product for which we obtain marketing approval. Changes in regulations, statutes or the interpretation of existing regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements, (ii) additions or modifications to product labeling, (iii) the recall or discontinuation of our products or (iv) additional record-keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business. In the U.S., there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in March 2010, the Affordable Care Act, or the ACA, was passed, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacted the U.S. pharmaceutical industry. The ACA, among other things, subjects biological products to potential competition by lower-cost biosimilars, addresses a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected, increases the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extends the rebate program to individuals enrolled in Medicaid managed care organizations, establishes annual fees and taxes on manufacturers of certain branded prescription drugs, and creates a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 70% (increased pursuant to the Bipartisan Budget Act of 2018, effective as of 2019) point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D. Since then, the ACA risk adjustment program payment parameters have been updated annually.

Members of the U.S. Congress and the current administration have expressed intent to pass legislation or adopt executive orders to fundamentally change or repeal parts of the ACA. While Congress has not passed repeal legislation to date, the TCJA, repealed, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the "individual mandate." On December 14, 2018, a federal district court in Texas ruled the individual mandate is a critical and inseverable feature of the ACA, and therefore, because it was repealed as part of the TCJA, the remaining provisions of the ACA are invalid as well. The current administration and Centers for Medicare & Medicaid Services, or CMS, have both stated that the ruling will have no immediate effect, and on December 18, 2019, the Fifth Circuit U.S. Court of Appeals held that the individual mandate is unconstitutional, and remanded the case to the lower court to reconsider its earlier invalidation of the full ACA. Pending review, the ACA remains in effect, but it is unclear at this time what effect the latest ruling will have on the status of the ACA. Litigation and legislation over the ACA are likely to continue, with unpredictable and uncertain results. We will continue to evaluate the effect that the ACA and its possible repeal and replacement has on our business.

Further, on January 20, 2017, an Executive Order was signed directing federal agencies with authorities and responsibilities under the ACA to waive, defer, grant exemptions from, or delay the implementation of any provision of the ACA that would impose a fiscal burden on states or a cost, fee, tax, penalty or regulatory burden on individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. On October 13, 2017, an Executive Order was signed terminating the cost-sharing subsidies that reimburse insurers under the ACA. The current administration has concluded that cost-sharing reduction, or CSR, payments to insurance companies required under the ACA have not received necessary appropriations from Congress and announced that it will discontinue these payments immediately until those appropriations are made. The loss of the CSR payments is expected to increase premiums on certain policies issued by qualified health plans under the ACA. Several state Attorneys General filed suit to stop the administration from terminating the subsidies, but their request for a restraining order was denied by a federal judge in California on October 25, 2017. The loss of the cost share reduction payments is expected to increase premiums on certain policies issued by qualified health plans under the ACA. Further, on June 14, 2018, the U.S. Court of Appeals for the Federal Circuit ruled that the federal government was not required to pay to third-party payors more than $12 billion in ACA risk corridor payments that they argued were owed to them. The effects of this gap in reimbursement on third-party payors, the viability of the ACA marketplace, providers, and potentially our business, are not yet known.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Moreover, on January 22, 2018, a continuing resolution on appropriations for fiscal year 2018 was approved that delayed the implementation of certain ACA-mandated fees, including the so called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices; however on December 20, 2019, the Further Consolidated Appropriations Act (H.R. 1865) was signed into law, which repeals the Cadillac tax, the health insurance provider tax, and the medical device excise tax. It is impossible to determine whether similar taxes could be instated in the future. The Bipartisan Budget Act of 2018, also amended the ACA, effective January 1, 2019, by increasing the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and closing the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." CMS published a final rule permitting further collections and payments to and from certain ACA qualified health plans and health insurance issuers under the ACA risk adjustment program in response to the outcome of federal district court litigation regarding the method CMS uses to determine this risk adjustment. In addition, CMS has recently published a final rule that would give states greater flexibility, starting in 2020, in setting benchmarks for insurers in the individual and small group marketplaces, which may have the effect of relaxing the essential health benefits required under the ACA for plans sold through such marketplaces. Other legislative changes have been proposed and adopted in the U.S. since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year, and, due to subsequent legislative amendments, will remain in effect through 2029 unless additional Congressional action is taken. The American Taxpayer Relief Act of 2012 among other things, reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

There has been increasing legislative and enforcement interest in the U.S. with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. At the federal level, the current administration's budget for fiscal years 2019 and 2020 contain further drug price control measures that could be enacted during the budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low income patients. Additionally, the current administration released a "Blueprint" to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce the out of pocket costs of product candidates paid by consumers. The U.S. Department of Health and Human Services, or HHS, has already started the process of soliciting feedback on some of these measures and, at the same time, is immediately implementing others under its existing authority. For example, in May 2019, CMS issued a final rule to allow Medicare Advantage Plans the option of using step therapy, a type of prior authorization, for Part B drugs beginning January 1, 2020. This final rule codified CMS's policy change that was effective January 1, 2019.

Further, on May 30, 2018, the Right to Try Act, was signed into law. The law, among other things, provides a federal framework for certain patients to access certain investigational new product candidates that have completed a Phase 1 clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a pharmaceutical manufacturer to make its product candidates available to eligible patients as a result of the Right to Try Act.

FOIA CONFIDENTIAL TREATMENT REQUESTED

At the state level, individual states are increasingly aggressive in passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. In addition, regional health care authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other health care programs. These measures could reduce the ultimate demand for our products, once approved, or put pressure on our product pricing.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our current or future product candidates or additional pricing pressures. In particular any policy changes through CMS as well as local state Medicaid programs could have a significant impact on our business in light of the higher proportion of SCD patients that utilize Medicare and Medicaid programs to pay for treatments.

Our revenue prospects could be affected by changes in healthcare spending and policy in the U.S. and abroad. We operate in a highly regulated industry and new laws, regulations or judicial decisions, or new interpretations of existing laws, regulations or decisions, related to healthcare availability, the method of delivery or payment for healthcare products and services could negatively impact our business, operations and financial condition.

There have been, and likely will continue to be, legislative and regulatory proposals at the foreign, federal and state levels directed at broadening the availability of healthcare and containing or lowering the cost of healthcare. We cannot predict the initiatives that may be adopted in the future, including repeal, replacement or significant revisions to the ACA. The continuing efforts of the government, insurance companies, managed care organizations and other payors of healthcare services to contain or reduce costs of healthcare and/or impose price controls may adversely affect:

- the demand for our current or future product candidates, if we obtain regulatory approval;
- our ability to set a price that we believe is fair for our products;
- our ability to obtain coverage and reimbursement approval for a product;
- our ability to generate revenue and achieve or maintain profitability;
- the level of taxes that we are required to pay; and
- the availability of capital.

Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, which may adversely affect our future profitability.

Our relationships with customers and third-party payors will be subject to applicable anti-kickback, fraud and abuse and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, exclusion from government healthcare programs, contractual damages, reputational harm and diminished profits and future earnings.

Although we do not currently have any products on the market, once we begin commercializing our product candidates, we will be subject to additional healthcare statutory and regulatory requirements and enforcement by the federal government and the states and foreign governments in which we conduct our business. Healthcare providers, physicians and third-party payors play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our future arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and

FOIA CONFIDENTIAL TREATMENT REQUESTED

distribute our product candidates for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations, include the following:

- the federal Anti-Kickback Statute prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- the federal civil and criminal false claims and civil monetary penalties laws, including the federal False Claims Act, or FCA, imposes criminal and civil penalties, including through civil whistleblower or qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government. In addition, the government may assert that a claim including items and services resulting from a violation of the federal Anti-Kickback Statute constitutes a false of fraudulent claim for purposes of the False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services; similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- the federal physician payment transparency requirements, sometimes referred to as the “Sunshine Act” under the Affordable Care Act, require manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid, or the Children’s Health Insurance Program to report to the Department of Health and Human Services information related to transfers of value made to physicians (currently defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests of such physicians and their immediate family members. Effective January 1, 2022, these reporting obligations will extend to include transfers of value made to certain non-physician providers such as physician assistants and nurse practitioners;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations, impose obligations on certain covered entity healthcare providers, health plans, and healthcare clearinghouses as well as their business associates that perform certain services involving the use or disclosure of individually identifiable health information, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information; and
- analogous state laws and regulations, such as state anti-kickback and false claims laws may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers. Some state laws require pharmaceutical companies to comply with the pharmaceutical industry’s voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government in addition to requiring drug manufacturers to report information related to payments to physicians and other health care providers or marketing expenditures. Further, many state laws governing the privacy and security of health information in certain circumstances, differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Ensuring that our future business arrangements with third parties comply with applicable healthcare laws and regulations could involve substantial costs. It is possible that governmental authorities will conclude that our

FOIA CONFIDENTIAL TREATMENT REQUESTED

business practices do not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations, including anticipated activities to be conducted by our sales team, were to be found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, exclusion from government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations. If any of the physicians or other providers or entities with whom we expect to do business is found not to be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs.

Risks Relating to Employee Matters and Managing Growth

Our future success depends on our ability to retain key executives and experienced scientists and to attract, retain and motivate qualified personnel.

We are highly dependent on the research and development, clinical and business development expertise of Sanjiv K. Patel, our President and Chief Executive Officer, Don Bergstrom, our Executive Vice President, Head of Research and Development, Brian Adams, our General Counsel, Andy Porter, our Executive Vice President, Chief People Experience Officer, Tom Catinazzo, our Vice President, Head of Finance and Ben Wolf, our Chief Medical Officer as well as the other principal members of our management, scientific and clinical team. Although we have entered into employment letter agreements with our executive officers, each of them may terminate their employment with us at any time. We do not maintain “key person” insurance for any of our executives or other employees. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

Recruiting and retaining qualified scientific, clinical, manufacturing and sales and marketing personnel will also be critical to our success. The loss of the services of our executive officers or other key employees, including temporary loss due to illness, could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy. Furthermore, replacing executive officers and key employees may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth of skills and experience required to successfully develop, gain regulatory approval of and commercialize products. Competition to hire from this limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. Failure to succeed in clinical trials may make it more challenging to recruit and retain qualified scientific personnel.

In particular, we have experienced a very competitive hiring environment in Cambridge, Massachusetts, where we are headquartered. Many of the other pharmaceutical companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They also may provide more diverse opportunities and better chances for career advancement. Some of these characteristics may be more appealing to high-quality candidates than what we have to offer. If we are unable to continue to attract and retain high-quality personnel, the rate and success with which we can discover and develop product candidates and our business will be limited.

Our employees, principal investigators, CROs and consultants may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements and insider trading.

We are exposed to the risk that our employees, principal investigators, CROs and consultants may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or

negligent conduct or disclosure of unauthorized activities to us that violate the regulations of the FDA and other regulatory authorities, including those laws requiring the reporting of true, complete and accurate information to such authorities; healthcare fraud and abuse laws and regulations in the United States and abroad; or laws that require the reporting of financial information or data accurately. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws also involve the improper use of information obtained in the course of clinical trials or creating fraudulent data in our preclinical studies or clinical trials, which could result in regulatory sanctions and cause serious harm to our reputation. We intend to adopt, prior to the completion of this offering, a code of conduct applicable to all of our employees, but it is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. Additionally, we are subject to the risk that a person could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

We expect to expand our development and regulatory capabilities and potentially implement sales, marketing and distribution capabilities, and as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.

As of April 30, 2020, we had 122 full-time employees. We expect to experience significant growth in the number of our employees and the scope of our operations, particularly as we function as a public company and in the areas of product development, regulatory affairs and, if any of our product candidates receives marketing approval, sales, marketing and distribution. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited financial resources and the limited experience of our management team in managing a company with such anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

We may acquire additional businesses or products, form strategic alliances or create joint ventures with third parties that we believe will complement or augment our existing business. If we acquire businesses with promising markets or technologies, we may not be able to realize the benefit of acquiring such businesses if we are unable to successfully integrate them with our existing operations and company culture. We may encounter numerous difficulties in developing, manufacturing and marketing any new products resulting from a strategic alliance or acquisition that delay or prevent us from realizing their expected benefits or enhancing our business. We cannot assure you that, following any such acquisition, we will achieve the expected synergies to justify the transaction.

We face substantial competition, which may result in others discovering, developing or commercializing products before or more successfully than we do.

The development and commercialization of new products in the biopharmaceutical and related industries is highly competitive. We compete in the segments of the pharmaceutical, biotechnology, and other related markets that address computationally focused structure-based drug design in cancer and genetic diseases. There are other

companies focusing on structure-based drug design to develop therapies in the fields of cancer and other diseases. Some of these competitive products and therapies are based on scientific approaches that are the same as or similar to our approach, and others are based on entirely different approaches. These companies include divisions of large pharmaceutical companies and biotechnology companies of various sizes. We face competition with respect to our current product candidates, and will face competition with respect to any product candidates that we may seek to develop or commercialize in the future, from major pharmaceutical companies, specialty pharmaceutical companies and biotechnology companies worldwide. Potential competitors also include academic institutions, government agencies and other public and private research organizations that conduct research, seek patent protection and establish collaborative arrangements for research, development, manufacturing and commercialization.

Any product candidates that we successfully develop and commercialize will compete with currently approved therapies and new therapies that may become available in the future from segments of the pharmaceutical, biotechnology and other related markets that pursue precision medicines. Key product features that would affect our ability to effectively compete with other therapeutics include the efficacy, safety and convenience of our products. We believe principal competitive factors to our business include, among other things, the accuracy of our computations and predictions, ability to integrate experimental and computational capabilities, ability to successfully transition research programs into clinical development, ability to raise capital, and the scalability of the platform, pipeline, and business.

Many of the companies that we compete against or against which we may compete in the future have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical, biotechnology and diagnostic industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. In addition, we cannot predict whether our current competitive advantages, such as our ability to leverage our Dynamo platform and our relationship with D. E. Shaw Research, will remain in place in the future. If these or other barriers to entry do not remain in place, other companies may be able to more directly or effectively compete with us.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we or our collaborators may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we or our collaborators are able to enter the market. The key competitive factors affecting the success of all of our product candidates, if approved, are likely to be their efficacy, safety, convenience, price, the level of generic competition and the availability of reimbursement from government and other third-party payors.

Risks Related to Our Common Stock and This Offering

We are an "emerging growth company" as defined in the JOBS Act and a "smaller reporting company" as defined in the Securities Exchange Act of 1934, as amended, or the Exchange Act, and will be able to avail ourselves of reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies, which could make our common stock less attractive to investors and adversely affect the market price of our common stock.

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. We will remain an emerging growth company until the earlier of (i) the last day of the fiscal year in

FOIA CONFIDENTIAL TREATMENT REQUESTED

which we have total annual gross revenues of $1.07 billion or more; (ii) the last day of the fiscal year following the fifth anniversary of the date of the completion of this offering; (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the Securities and Exchange Commission, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the prior June 30th. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- providing only two years of audited financial statements in addition to any required unaudited interim financial statements and a correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. In this prospectus, we have not included all of the executive compensation-related information that would be required if we were not an emerging growth company.

We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of reduced reporting burdens in this prospectus. In particular, we have provided only two years of audited financial statements and have not included all of the executive compensation information that would be required if we were not an emerging growth company. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period for new or revised accounting standards during the period in which we remain an emerging growth company; however, we may adopt certain new or revised accounting standards early.

We are also a "smaller reporting company" as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies until the fiscal year following the determination that our voting and non-voting common stock held by non-affiliates is more than $250 million measured on the last business day of our second fiscal quarter, or our annual revenues are more than $100 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is more than $700 million measured on the last business day of our second fiscal quarter.

Although we are still evaluating the JOBS Act, we currently intend to take advantage of some, but not all, of the reduced regulatory and reporting requirements that will be available to us so long as we qualify as an "emerging growth company" and "smaller reporting company." We have elected to avail ourselves of this exemption and, therefore, we are not subject to the same new or revised accounting standards as other public companies that are not emerging growth companies or smaller reporting company. As a result, changes in rules of U.S. generally

accepted accounting principles or their interpretation, the adoption of new guidance or the application of existing guidance to changes in our business could significantly affect our financial position and results of operations. In addition, our independent registered public accounting firm will not be required to provide an attestation report on the effectiveness of our internal control over financial reporting so long as we qualify as an "emerging growth company," which may increase the risk that material weaknesses or significant deficiencies in our internal control over financial reporting go undetected. Likewise, so long as we qualify as a "smaller reporting company" or an "emerging growth company," we may elect not to provide you with certain information, including certain financial information and certain information regarding compensation of our executive officers, that we would otherwise have been required to provide in filings we make with the SEC, which may make it more difficult for investors and securities analysts to evaluate our company. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock, and our stock price may be more volatile and may decline.

The price of our common stock may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our common stock in this offering.

Our stock price is likely to be volatile. The stock market in general and the market for biopharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your common stock at or above the initial public offering price. The market price for our common stock may be influenced by many factors, including:

- the success of competitive products or technologies;
- results of clinical trials of our product candidates or those of our competitors;
- regulatory or legal developments in the United States and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;
- the level of expenses related to any of our product candidates or clinical development programs;
- the results of our efforts to discover, develop, acquire or in-license additional product candidates or products;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, industry and market conditions; and
- the other factors described in this "Risk Factors" section.

Sales of a substantial number of shares of our common stock in the public market could cause our stock price to fall.

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market after the lock-up and other legal restrictions on resale discussed in this prospectus lapse, the market price of our common stock could decline. Based upon the number of shares of common stock, on an as-converted basis, outstanding as of March 31, 2020, upon the completion of this offering, we will have outstanding a total

FOIA CONFIDENTIAL TREATMENT REQUESTED

of shares of common stock, including 1,611,810 shares of non-vested restricted common stock, and assuming no exercise of the underwriters' option to purchase additional shares. Of these shares, as of the date of this prospectus, approximately shares of our common stock, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable, without restriction, in the public market immediately following this offering, assuming that current stockholders do not purchase shares in this offering. The representatives of the underwriters, however, may, in their sole discretion, permit our officers, directors and other stockholders who are subject to these lock-up agreements to sell shares prior to the expiration of the lock-up agreements.

The lock-up agreements pertaining to this offering will expire 180 days from the date of this prospectus. After the lock-up agreements expire, based upon the number of shares of common stock, on an as-converted basis, outstanding as of March 31, 2020, up to an additional shares of common stock will be eligible for sale in the public market, % of which shares are held by directors, executive officers and other affiliates and will be subject to certain limitations of Rule 144 under the Securities Act of 1933, as amended, or the Securities Act.

Upon completion of this offering, shares of common stock that are either subject to outstanding options or reserved for future issuance under our equity incentive plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements and Rule 144 and Rule 701 under the Securities Act. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the market price of our common stock could decline.

After this offering, the holders of approximately shares of our common stock will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to the lock-up agreements described above. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares purchased by affiliates. Any sales of securities by these stockholders could have a material adverse effect on the market our common stock.

An active trading market for our common stock may not develop, and you may not be able to resell your shares at or above the initial public offering price.

Prior to this offering, there has been no public market for shares of our common stock. Although we anticipate that our common stock will be approved for listing on The Nasdaq Global Select Market, or Nasdaq, an active trading market for our shares may never develop or be sustained following this offering. The initial public offering price of our common stock will be determined through negotiations between us and the underwriters. This initial public offering price may not be indicative of the market price of our common stock after this offering. In the absence of an active trading market for our common stock, investors may not be able to sell their common stock at or above the initial public offering price or at the time that they would like to sell.

Our executive officers, directors, principal stockholders and their affiliates will continue to exercise significant control over our company after this offering, which will limit your ability to influence corporate matters and could delay or prevent a change in corporate control.

Immediately following the completion of this offering, and disregarding any shares of common stock that they purchase in this offering, the existing holdings of our executive officers, directors, principal stockholders and their affiliates, including entities affiliated with SoftBank Vision Fund and Third Rock Ventures, will represent beneficial ownership, in the aggregate, of approximately % of our outstanding common stock, assuming no exercise of the underwriters' option to acquire additional common stock in this offering and assuming we issue the number of shares of common stock as set forth on the cover page of this prospectus. As a result, these stockholders, if they act together, will be able to influence our management and affairs and control the outcome of matters submitted to our stockholders for approval, including the election of directors and any sale, merger, consolidation, or sale of all or substantially all of our assets. These stockholders acquired their shares of common

FOIA CONFIDENTIAL TREATMENT REQUESTED

stock for substantially less than the price of the shares of common stock being acquired in this offering, and these stockholders may have interests, with respect to their common stock, that are different from those of investors in this offering and the concentration of voting power among these stockholders may have an adverse effect on the price of our common stock. In addition, this concentration of ownership might adversely affect the market price of our common stock by:

- delaying, deferring or preventing a change of control of us;
- impeding a merger, consolidation, takeover or other business combination involving us; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

See "Principal Stockholders" in this prospectus for more information regarding the ownership of our outstanding common stock by our executive officers, directors, principal stockholders and their affiliates.

If you purchase our common stock in this offering, you will incur immediate and substantial dilution in the book value of your shares.

You will suffer immediate and substantial dilution in the net tangible book value of the common stock you purchase in this offering. Assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, purchasers of common stock in this offering will experience immediate dilution of $ per share in net tangible book value of the common stock. In addition, investors purchasing common stock in this offering will contribute % of the total amount invested by stockholders since inception but will only own % of the shares of common stock outstanding. In the past, we issued options and other securities to acquire common stock at prices significantly below the initial public offering price. To the extent these outstanding securities are ultimately exercised, investors purchasing common stock in this offering will sustain further dilution. See "Dilution" for a more detailed description of the dilution to new investors in the offering.

We have broad discretion in how we use the proceeds of this offering and may not use these proceeds effectively, which could affect our results of operations and cause our stock price to decline.

We will have considerable discretion in the application of the net proceeds of this offering. We intend to use the net proceeds from this offering to fund discovery and clinical development efforts as well as further expansion of our manufacturing platform and capabilities, and infrastructure to support our pipeline, and to fund new and ongoing research activities, working capital and other general corporate purposes, which may include funding for the hiring of additional personnel, capital expenditures and the costs of operating as a public company. As a result, investors will be relying upon management's judgment with only limited information about our specific intentions for the use of the balance of the net proceeds of this offering. We may use the net proceeds for purposes that do not yield a significant return or any return at all for our stockholders. In addition, pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

Under Section 382 of the Internal Revenue Code of 1986, as amended, or the IRC, if a corporation undergoes an "ownership change" (generally defined as a greater than 50% change (by value) in the ownership of its equity over a three year period), the corporation's ability to use its pre-change net operating loss carryforwards and certain other pre-change tax attributes to offset its post-change income may be limited. We may have experienced such ownership changes in the past, and we may experience ownership changes in the future as a result of this offering or subsequent shifts in our stock ownership, some of which are outside the Company's control. As of December 31, 2019, we had federal net operating loss carryforwards of approximately $154.3 million, and our ability to utilize those net operating loss carryforwards could be limited by an "ownership change" as described above, which could result in increased tax liability to the Company.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Comprehensive tax reform legislation could adversely affect our business and financial condition.

On December 22, 2017, the Tax Cuts and Jobs Act, or TCJA, was signed into law, which significantly reformed the IRC. The TCJA, among other things, contains significant changes to corporate and individual taxation, some of which could adversely impact an investment in our common stock. You are urged to consult your tax adviser regarding the implications of the TCJA on an investment in our common stock.

Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

As a public company, and particularly after we are no longer an "emerging growth company," we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act of 2002 and rules subsequently implemented by the Securities and Exchange Commission and Nasdaq have imposed various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance.

Pursuant to Section 404, we will be required to furnish a report by our management on our internal control over financial reporting, including an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. In additional, if we are not able to continue to meet these requirements, we may not be able to remain listed on Nasdaq.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Our fourth amended and restated certificate of incorporation and amended and restated bylaws, which are to become effective at or prior to the completion of this offering, contain provisions that could delay or prevent a

FOIA CONFIDENTIAL TREATMENT REQUESTED

change of control of our company or changes in our board of directors that our stockholders might consider favorable. Some of these provisions include:

- a board of directors divided into three classes serving staggered three-year terms, such that not all members of the board will be elected at one time;
- a prohibition on stockholder action through written consent, which requires that all stockholder actions be taken at a meeting of our stockholders;
- a requirement that special meetings of the stockholders may be called only by the board of directors acting pursuant to a resolution approved by the affirmative vote of a majority of the directors then in office, and special meetings of stockholders may not be called by any other person or persons;
- advance notice requirements for stockholder proposals and nominations for election to our board of directors;
- a requirement that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two-thirds (2/3) of all outstanding shares of our voting stock then entitled to vote in the election of directors;
- a requirement of approval of not less than a majority of all outstanding shares of our voting stock to amend any bylaws by stockholder action and not less than two-thirds (2/3) of all outstanding shares of our voting stock to amend specific provisions of our certificate of incorporation; and
- the authority of the board of directors to issue preferred stock on terms determined by the board of directors without stockholder approval, which preferred stock may include rights superior to the rights of the holders of common stock.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporate Law, which may prohibit certain business combinations with stockholders owning 15% or more of our outstanding voting stock. These anti-takeover provisions and other provisions in our fourth amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for stockholders or potential acquirers to obtain control of our board of directors or initiate actions that are opposed by the then-current board of directors and could also delay or impede a merger, tender offer or proxy contest involving our company. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing or cause us to take other corporate actions you desire. Any delay or prevention of a change of control transaction or changes in our board of directors could cause the market price of our common stock to decline.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Upon completion of this offering, we will become subject to the periodic reporting requirements of the Exchange Act. We designed our disclosure controls and procedures to reasonably assure that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our amended and restated bylaws designate specific courts as the exclusive forum for certain litigation that may be initiated by the Combined Company's stockholders, which could limit its stockholders' ability to obtain a favorable judicial forum for disputes with us.

Pursuant to our amended and restated bylaws, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the sole and exclusive forum for any state law claims for (1) any derivative action or proceeding brought on our behalf; (2) any action asserting a claim of or based on a breach of a fiduciary duty owed by any director, officer or other employee of ours to us or our stockholders; (3) any action asserting a claim pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; or (4) any action asserting a claim governed by the internal affairs doctrine, or the Delaware Forum Provision. The Delaware Forum Provision will not apply to any causes of action arising under the Securities Act or the Exchange Act. Our amended and restated bylaws further provide that unless we consent in writing to the selection of an alternative forum, the United States District Court for the District of Massachusetts shall be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, or the Federal Forum Provision. In addition, our amended and restated bylaws provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have notice of and consented to the Delaware Forum Provision and the Federal Forum Provision; provided, however, that stockholders cannot and will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

We recognize that the Delaware Forum Provision and the Federal Forum Provision in our amended and restated bylaws may impose additional litigation costs on stockholders in pursuing any such claims, particularly if the stockholders do not reside in or near the State of Delaware or the Commonwealth of Massachusetts. Additionally, the forum selection clauses in our amended and restated bylaws may limit our stockholders' ability to bring a claim in a judicial forum that they find favorable for disputes with us or our directors, officers or employees, which may discourage the filing of lawsuits against us and our directors, officers and employees, even though an action, if successful, might benefit our stockholders. In addition, while the Delaware Supreme Court ruled in March 2020 that federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court are "facially valid" under Delaware law, there is uncertainty as to whether other courts will enforce our Federal Forum Provision. If the Federal Forum Provision is found to be unenforceable, we may incur additional costs associated with resolving such matters. The Federal Forum Provision may also impose additional litigation costs on stockholders who assert that the provision is not enforceable or invalid. The Court of Chancery of the State of Delaware and the United States District Court for the District of Massachusetts may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

If securities analysts do not publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

The trading market for our common stock will rely in part on the research and reports that industry or financial analysts publish about us or our business. We may never obtain research coverage by industry or financial analysts. If no or few analysts commence coverage of us, the trading price of our stock would likely decrease. Even if we do obtain analyst coverage, if one or more of the analysts covering our business downgrade their evaluations of our stock, the price of our stock could decline. If one or more of these analysts cease to cover our stock, we could lose visibility in the market for our stock, which in turn could cause our stock price to decline.

We may be subject to securities litigation, which is expensive and could divert management attention.

The market price of our common stock may be volatile. The stock market in general, and Nasdaq and biopharmaceutical companies in particular, have experienced extreme price and volume fluctuations that have

often been unrelated or disproportionate to the operating performance of these companies. In the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

FOIA CONFIDENTIAL TREATMENT REQUESTED

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Business,” contains express or implied forward-looking statements that are based on our management’s belief and assumptions and on information currently available to our management. Although we believe that the expectations reflected in these forward-looking statements are reasonable, these statements relate to future events or our future operational or financial performance, and involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Forward-looking statements in this prospectus include, but are not limited to, statements about:

- the initiation, timing, progress, results, and cost of our research and development programs and our current and future preclinical and clinical studies, including statements regarding the timing of initiation and completion of studies or trials and related preparatory work, the period during which the results of the trials will become available, and our research and development programs;
- our ability to identify research priorities and apply a risk-mitigated strategy to efficiently discover and develop product candidates, including by applying learnings from one program to other programs and from one modality to our other modalities;
- our ability and the potential to successfully manufacture our drug substances, delivery vehicles, and product candidates for preclinical use, for clinical trials and on a larger scale for commercial use, if approved;
- the ability and willingness of our third-party strategic collaborators to continue research and development activities relating to our development candidates and product candidates;
- our ability to obtain funding for our operations necessary to complete further development and commercialization of our product candidates;
- our ability to obtain and maintain regulatory approval of our product candidates;
- our ability to commercialize our products, if approved;
- the pricing and reimbursement of our product candidates, if approved;
- the implementation of our business model, and strategic plans for our business, product candidates, and technology;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates and technology;
- estimates of our future expenses, revenues, capital requirements, and our needs for additional financing;
- the potential benefits of strategic collaboration agreements, our ability to enter into strategic collaborations or arrangements, and our ability to attract collaborators with development, regulatory and commercialization expertise;
- future agreements with third parties in connection with the commercialization of product candidates and any other approved product;
- the size and growth potential of the markets for our product candidates, and our ability to serve those markets;
- our financial performance;
- the rate and degree of market acceptance of our product candidates;
- regulatory developments in the United States and foreign countries;
- our ability to contract with third-party suppliers and manufacturers and their ability to perform adequately;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- our ability to produce our products or product candidates with advantages in turnaround times or manufacturing cost;
- the success of competing therapies that are or may become available;
- our ability to attract and retain key scientific or management personnel;
- the impact of laws and regulations;
- our use of the proceeds from this offering;
- developments relating to our competitors and our industry;
- the effect of the COVID-19 pandemic, including mitigation efforts and economic effects, on any of the foregoing or other aspects of our business operations, including but not limited to our preclinical studies and future clinical trials; and
- other risks and uncertainties, including those listed under the caption “Risk Factors.”

In some cases, forward-looking statements can be identified by terminology such as “may,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “continue,” or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond our control and which could materially affect results. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed under the section entitled “Risk Factors” and elsewhere in this prospectus. If one or more of these risks or uncertainties occur, or if our underlying assumptions prove to be incorrect, actual events or results may vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guarantee of future performance. You should read this prospectus and the documents that we reference in this prospectus and have filed with the SEC as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from any future results expressed or implied by these forward-looking statements.

The forward-looking statements in this prospectus represent our views as of the date of this prospectus. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should therefore not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this prospectus.

This prospectus includes statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. We are responsible for all of the disclosure contained in this prospectus, and we believe that these sources are reliable; however, we have not independently verified the information contained in such publications.

FOIA CONFIDENTIAL TREATMENT REQUESTED

USE OF PROCEEDS

We estimate that our net proceeds from the sale of shares of our common stock in this offering will be approximately $ million, or $ million if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) our net proceeds from this offering by $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A 1.0 million share increase (decrease) in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase (decrease) our net proceeds from this offering by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. This information is illustrative only and will depend on the actual initial public offering price and other terms of this offering determined at pricing.

We currently intend to use the net proceeds from this offering for the following:

- approximately $million to $million to fund drug discovery and clinical development efforts, as well as the further expansion of our manufacturing platform and capabilities, and infrastructure to support our pipeline; and
- the remainder to fund working capital and other general corporate purposes.

Our expected use of the net proceeds from this offering represents our intentions based upon our current plans and business conditions. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds to be received upon the completion of this offering or the amounts that we will actually spend on the uses set forth above and we expect that we will require additional funds in order to fully accomplish the specified uses of the proceeds of this offering. We may also use a portion of the net proceeds to in-license, acquire, or invest in complementary businesses or technologies to continue to build our pipeline, research and development capabilities and our intellectual property position, although we currently have no agreements, commitments, or understandings with respect to any such transaction.

Due to the many inherent uncertainties in the development of our product candidates, the amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our research and development, the timing of patient enrollment and evolving regulatory requirements, the timing and success of preclinical studies, our ongoing clinical study or clinical studies we may commence in the future, the timing of regulatory submissions, any strategic alliances that we may enter into with third parties for our product candidates or strategic opportunities that become available to us, and any unforeseen cash needs.

Pending our use of the net proceeds from this offering, we intend to invest the net proceeds in a variety of capital preservation instruments, including short-term and long-term interest-bearing instruments, investment-grade securities, and direct or guaranteed obligations of the U.S. government. We cannot predict whether the proceeds invested will yield a favorable return. Our management will retain broad discretion in the application of the net proceeds we receive from our initial public offering, and investors will be relying on the judgment of our management regarding the application of the net proceeds.

FOIA CONFIDENTIAL TREATMENT REQUESTED

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings to fund the growth and development of our business. We do not intend to pay cash dividends to our stockholders in the foreseeable future. Any future determination to declare dividends will be made at the discretion of our board of directors and will depend on our financial condition, operating results, capital requirements, general business conditions, and other factors that our board of directors may deem relevant. Investors should not purchase our common stock with the expectation of receiving cash dividends.

FOIA CONFIDENTIAL TREATMENT REQUESTED

CAPITALIZATION

The following table sets forth our cash, cash equivalents, restricted cash, and investments and our capitalization as of March 31, 2020:

- on an actual basis;
- on a pro forma basis to give effect to (i) the conversion of all outstanding shares of our preferred stock into an aggregate of 212,642,857 shares of common stock immediately prior to the completion of this offering, and (ii) the filing and effectiveness of our amended and restated certificate of incorporation upon the closing of this offering; and
- on a pro forma as adjusted basis to give further effect to our sale in this offering of shares of common stock at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information below is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

The following table should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Capital Stock," and the consolidated financial statements and related notes appearing elsewhere in this prospectus.

	As of March 31, 2020		
	Actual	Pro Forma	Pro Forma As Adjusted(1)
	(in thousands, except share and per share data)		
Cash, cash equivalents, restricted cash, and investments	$ 335,081	$ 335,081	$
Convertible preferred stock (Series A, Series B, and Series C), $0.001 par value; 337,272,859 shares authorized; 212,642,857 shares issued and outstanding, actual; no shares authorized, issued or outstanding, pro forma and pro forma as adjusted	537,781	—	—
Stockholders' (deficit) equity:			
Preferred stock, $0.001 par value; no shares authorized, issued or outstanding, actual; shares authorized, no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	—
Common stock, $0.001 par value; 260,000,000 shares authorized, 17,000,610 shares issued and 15,388,800 shares outstanding, actual; 229,643,467 shares authorized, 228,031,657 shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted	15	228	
Additional paid-in capital	10,608	548,176	
Accumulated other comprehensive income	1,394	1,394	1,394
Accumulated deficit	(214,368)	(214,368)	(214,368)
Total stockholders' (deficit) equity	(202,351)	335,430	
Total capitalization	$ 335,430	$ 335,430	$

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of cash, cash equivalents, restricted cash and investments, common stock and additional

FOIA CONFIDENTIAL TREATMENT REQUESTED

paid-in capital, total stockholders' equity, and total capitalization by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1.0 million shares in the number of shares offered by us would increase (decrease) the pro forma as adjusted amount of cash, cash equivalents, restricted cash and investments common stock and additional paid-in capital, total stockholders' equity and total capitalization by approximately $ million, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma as adjusted information is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

The actual, pro forma, and pro forma as adjusted information set forth in the table excludes:

- 26,241,028 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2020, at a weighted average exercise price of $1.35 per share;
- 3,360,008 shares of common stock reserved for future issuance as of March 31, 2020 under our 2016 Plan, which will cease to be available for issuance at the time that our 2020 Stock Plan, becomes effective;
- shares of our common stock that will become available for future issuance under our 2020 Stock Plan, which will become effective in connection with the completion of this offering; and
- shares of our common stock that will become available for future issuance under our ESPP, which will become effective in connection with the completion of this offering.

FOIA CONFIDENTIAL TREATMENT REQUESTED

DILUTION

If you invest in our common stock in this offering, your ownership interest will be diluted immediately to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock after this offering.

Our historical net tangible book value (deficit) as of March 31, 2020 was $(202.4) million, or $(11.90) per share of our common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities and preferred stock, which is not included within stockholders' equity (deficit). Historical net tangible book value (deficit) per share represents our historical net tangible book value (deficit) divided by the 17,000,610 shares of our common stock, which includes 1,611,810 shares of non-vested restricted common stock, as of March 31, 2020.

Our pro forma net tangible book value as of March 31, 2020 was $335.4 million, or $1.46 per share of our common stock. Pro forma net tangible book value represents the amount of our total tangible assets less our total liabilities, after giving effect to the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 212,642,857 shares of our common stock immediately prior to the completion of this offering. Pro forma net tangible book value per share represents pro forma net tangible book value divided by the total number of shares outstanding as of March 31, 2020, after giving effect to the automatic conversion of all outstanding shares of our preferred stock into common stock immediately prior to the completion of this offering.

After giving further effect to our issuance and sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of March 31, 2020 would have been $ million, or $ per share. This represents an immediate increase in pro forma as adjusted net tangible book value per share of $ to existing stockholders and immediate dilution of $ in pro forma as adjusted net tangible book value per share to new investors purchasing common stock in this offering. Dilution per share to new investors is determined by subtracting pro forma as adjusted net tangible book value per share after this offering from the assumed initial public offering price per share paid by new investors. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share		$
Historical net tangible book value (deficit) per share as of March 31, 2020	$(11.90)	
Increase per share attributable to the automatic conversion of preferred stock upon the closing of this offering	13.36	
Pro forma net tangible book value per share as of March 31, 2020	1.46	
Increase in pro forma as adjusted net tangible book value per share attributable to new investors purchasing shares in this offering		
Pro forma as adjusted net tangible book value per share after this offering		
Dilution per share to new investors purchasing shares in this offering		$

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease our pro forma as adjusted net tangible book value by $ million, our pro forma as adjusted net tangible book value per share after this offering by $ and dilution per share to new investors purchasing shares in this offering by $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions. An increase of 1.0 million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase the pro forma as adjusted net tangible book value per share after this offering by $ and decrease the dilution per share to new

FOIA CONFIDENTIAL TREATMENT REQUESTED

investors participating in this offering by $, assuming no change in the assumed initial public offering price and after deducting estimated underwriting discounts and commissions. A decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would decrease the pro forma as adjusted net tangible book value per share after this offering by $ and increase the dilution per share to new investors participating in this offering by $ assuming no change in the assumed initial public offering price and after deducting estimated underwriting discounts and commissions.

If the underwriters exercise their option to purchase additional shares in full, our pro forma as adjusted net tangible book value per share after this offering would be $ per share, representing an immediate increase in pro forma as adjusted net tangible book value per share of $ to existing stockholders and immediate dilution in pro forma as adjusted net tangible book value per share of $ to new investors purchasing common stock in this offering, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. If any shares are issued upon exercise of outstanding options, you will experience further dilution.

The following table summarizes, on the pro forma as adjusted basis described above, the differences between the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid by existing stockholders and by new investors purchasing shares of common stock in this offering. The calculation below is based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders	229,643,467	%	$521,707	%	$ 2.27
New investors					$
Total		100.0%	$	100.0%	

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. An increase or decrease of 1.0 million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming no change in the assumed initial public offering price.

The table above assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters' option to purchase additional shares is exercised in full, the number of shares of our common stock held by existing stockholders would be reduced to % of the total number of shares of our common stock outstanding after this offering, and the number of shares of common stock held by new investors participating in the offering would be increased to % of the total number of shares of our common stock outstanding after this offering.

The number of shares purchased from us by existing stockholders is based on 17,000,610 shares of our common stock, which includes 1,611,810 shares of non-vested restricted common stock, as of March 31, 2020, after

FOIA CONFIDENTIAL TREATMENT REQUESTED

giving effect to the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 212,642,857 shares of common stock immediately prior to the completion of this offering, and excludes:

- 26,241,028 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2020, at a weighted average exercise price of $1.35 per share;
- 3,360,008 shares of common stock reserved for future issuance as of March 31, 2020 under the 2016 Plan, which will cease to be available for issuance at the time that our 2020 Stock Plan, becomes effective;
- shares of our common stock that will become available for future issuance under our 2020 Stock Plan, which will become effective in connection with the completion of this offering; and
- shares of our common stock that will become available for future issuance under our ESPP, which will become effective in connection with the completion of this offering.

To the extent that outstanding options are exercised or shares are issued under our 2020 Stock Option and Incentive Plan, you will experience further dilution. In addition, we may choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent that additional capital is raised through the sale of equity or convertible debt securities, the issuance of these securities may result in further dilution to our stockholders.

FOIA CONFIDENTIAL TREATMENT REQUESTED

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the following summary financial data together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of this prospectus. We have derived the statement of operations data for the years ended December 31, 2018 and 2019 and the balance sheet data as of December 31, 2018 and 2019 from our audited financial statements appearing at the end of this prospectus. The statement of operations data for the three months ended March 31, 2019 and 2020 and the balance sheet data as of March 31, 2020 have been derived from our unaudited financial statements appearing at the end of this prospectus and have been prepared on the same basis as the audited financial statements. In the opinion of management, the unaudited data reflect all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the financial information in those statements. Our historical results are not necessarily indicative of results that should be expected in any future period, and our results for any interim period are not necessarily indicative of results that should be expected for any full year.

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
	(in thousands, except share and per share data)			
Statement of Operations Data:				
Operating expenses:				
Research and development expenses	$ 41,034	$ 70,306	$ 13,335	$ 21,700
General and administrative expenses	8,855	13,742	3,067	4,758
Total operating expenses	49,889	84,048	16,402	26,458
Loss from operations	(49,889)	(84,048)	(16,402)	(26,458)
Other income (expense), net:				
Interest income	1,113	8,801	2,277	1,572
Other expense	(9)	(58)	(57)	—
Total other income (expense), net	1,104	8,743	2,220	1,572
Net loss	$ (48,785)	$ (75,305)	$ (14,182)	$ (24,886)
Net loss per share, basic and diluted(1)	$ (5.53)	$ (6.15)	$ (1.29)	$ (1.69)
Weighted average shares of common stock, basic and diluted	8,824,617	12,252,452	10,964,458	14,749,780
Pro forma net loss per share, basic and diluted (unaudited)(2)		$ (0.33)		$ (0.11)
Pro forma weighted average shares of common stock, basic and diluted (unaudited)		224,827,070		227,392,637

(1) See Note 11 to our consolidated financial statements appearing at the end of this prospectus for details on the calculation of basic and diluted net loss per share.

(2) See Note 12 to our consolidated financial statements appearing at the end of this prospectus for details on the calculation of basic and diluted pro forma net loss per share.

FOIA CONFIDENTIAL TREATMENT REQUESTED

	As of December 31,		As of March 31,
	2018	2019	2020
		(in thousands)	
Balance Sheet Data:			
Cash, cash equivalents, restricted cash and investments	$ 422,383	$ 356,694	$ 335,081
Working capital(1)	417,237	348,550	327,118
Total assets	428,611	393,068	370,274
Convertible preferred stock	532,120	537,781	537,781
Total stockholders' deficit	(110,927)	(180,438)	(202,351)

(1) We define working capital as current assets less current liabilities.

FOIA CONFIDENTIAL TREATMENT REQUESTED

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with the "Selected Consolidated Financial Data" section of this prospectus and our consolidated financial statements and the related notes included at the end of this prospectus. This discussion and other parts of this prospectus contain forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. As a result of many factors, including those factors set forth in the "Risk Factors" section of this prospectus, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a clinical-stage precision medicines company transforming the drug discovery process with an initial focus on enhancing small molecule therapeutic discovery in targeted oncology. Our company is built upon unparalleled insights into protein motion and how this dynamic behavior relates to protein function. We built our Dynamo platform to integrate an array of leading edge experimental and computational approaches, which allows us to apply our understanding of protein structure and motion to drug discovery.

We are advancing our lead product candidates, RLY-1971 and RLY-4008, and a development candidate selection for a PI3Kα selective mutant program (RLY-PI3K1047 program) for the treatment of patients with advanced solid tumors. We initiated a Phase 1 clinical trial for RLY-1971, our potent and selective inhibitor of Src homology region 2 domain-containing phosphatase-2 (SHP2), in patients with advanced solid tumors in the first quarter of 2020. We are completing Investigational New Drug, or IND, enabling activities for RLY-4008, our potent and selective inhibitor of fibroblast growth factor receptor 2 (FGFR2) and expect to initiate a Phase 1 clinical trial for RLY-4008 in patients with advanced solid tumors having oncogenic FGFR2 alterations in the second half of 2020. We anticipate the RLY-PI3K1047 program to be in IND enabling studies in 2021. While our initial focus is on precision oncology, we believe our Dynamo platform may also be broadly applied to other areas of precision medicine, such as genetic disease. Across both precision oncology and genetic disease, we have five additional discovery stage programs. We are fully focused on using the novel insights derived from our approach to transform the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of our therapies.

We were incorporated in May 2015. We have devoted substantially all of our resources to developing our lead product candidates developing our innovative experimental and computational approaches on protein motion platform, building our intellectual property portfolio, business planning, raising capital and providing general and administrative support for these operations. To date, we have principally financed our operations through private placements of preferred stock and convertible debt. Through December 31, 2019 and March 31, 2020, we had received gross proceeds of approximately $520 million from sales of our preferred stock and our issuance of convertible debt.

Since it was reported to have surfaced in December 2019, COVID-19 has spread across the world and has been declared a pandemic by the World Health Organization. Efforts to contain the spread of COVID-19 have intensified and the United States, Europe and Asia have implemented severe travel restrictions, social distancing requirements, stay-at-home orders and have delayed the commencement of non-COVID-19-related clinical trials, among other restrictions. As a result, the current COVID-19 pandemic has presented a substantial public health and economic challenge around the world and is affecting our employees, patients, communities and business operations, as well as contributing to significant volatility and negative pressure on the U.S. economy and in financial markets.

While we are currently continuing the clinical trials we have underway, we expect that COVID-19 precautions may directly or indirectly impact the timeline for some of our clinical trials. To date, we have been able to continue to enroll our patients in phase 1 of our clinical trials for RLY-1971 and currently do not anticipate any

FOIA CONFIDENTIAL TREATMENT REQUESTED

interruptions of clinical enrollment. However, we are continuing to assess the potential impact of the COVID-19 pandemic on our current and future business and operations, including our expenses and clinical trials, as well as on our industry and the healthcare system.

Since our inception, we have incurred significant operating losses on an aggregate basis. Our ability to generate product revenue sufficient to achieve profitability will depend on the successful development and eventual commercialization of one or more of our current or future product candidates. Our net losses were $48.8 million and $75.3 million for the years ended December 31, 2018 and 2019, respectively, and $14.2 million and $24.9 million for the three months ended March 31, 2019 and 2020, respectively. As of March 31, 2020, we had an accumulated deficit of $214.4 million. These losses have resulted primarily from costs incurred in connection with research and development activities, licensing and patent investment, and general and administrative costs associated with our operations. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years.

We anticipate that our expenses will increase substantially if and as we:

- conduct our current and future clinical trials of RLY-1971 and RLY-4008, and pre-clinical research of our RLY-PI3K1047 program;
- initiate and continue research and preclinical and clinical development of our other product candidates;
- utilize our platform to seek to identify additional product candidates;
- pursue marketing approvals for any of our product candidates that successfully complete clinical trials, if any;
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- establish agreements with contract research organizations, or CROs, and contract manufacturing organizations, or CMOs, in connection with our preclinical studies and clinical trials;
- require the manufacture of larger quantities of our product candidates for clinical development and potentially commercialization;
- maintain, expand and protect our intellectual property portfolio;
- acquire or in-license other drugs and technologies;
- hire and retain additional clinical, quality control and scientific personnel; and
- commence operating as a public company, which will require us to add operational, financial and management information systems and personnel, including personnel to support our drug development, any future commercialization efforts and our transition to a public company.

In addition, if we obtain marketing approval for any of our lead product candidates, we expect to incur significant commercialization expenses related to product manufacturing, marketing, sales and distribution.

As a result, we will need additional financing to support our continuing operations. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of public or private equity or debt financings or other sources, which may include collaborations with third parties. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable terms, or at all. If we fail to raise capital or enter into such agreements as and when needed, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates.

Because of the numerous risks and uncertainties associated with product development, we are unable to predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Even if we are able to generate revenue from product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

As of March 31, 2020, we had cash, cash equivalents and investments of $334.2 million. We believe that the anticipated net proceeds from this offering, together with our existing cash, cash equivalents and investments, will enable us to fund our operating expenses and capital expenditure requirements through at least . We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

Components of our Results of Operations

Operating Expenses

Our operating expenses since inception have consisted solely of research and development costs and general and administrative costs.

Research and Development Expenses. Research and development expenses include:

- salaries, benefits and other employee related costs, including stock-based compensation expense, for personnel engaged in research and development functions;
- costs of outside consultants, including their fees, stock-based compensation and related travel expenses;
- expenses incurred under agreements with contract research organizations ("CROs"), contract manufacturing organizations ("CMOs"), and other vendors that conduct our clinical trials and preclinical activities;
- costs of acquiring, developing, and manufacturing clinical trial materials and lab supplies;
- costs related to compliance with regulatory requirements; and
- facility costs, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance, and other supplies.

We expense research and development costs as the services are performed or the goods are received. We recognize costs for certain development activities, such as clinical trials, based on an evaluation of the progress to completion of specific tasks using data such as patient enrollment, clinical site activations, or information provided to us by our vendors and our clinical investigative sites. Payments for these activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our financial statements as prepaid or accrued research and development expenses.

We began tracking external development costs by program on January 1, 2020 for programs that have entered clinical trials. We do not allocate internal costs, facilities costs, or other overhead costs to specific programs. The following summarizes our costs by program based on their status in development:

	Three Months Ended March 31, 2020
External costs for program in Phase 1 clinical trials	$ 1,030
External costs for all programs in discovery and pre-clinical studies	11,396
External costs for platform research and other research and development activities	3,046
Employee related expenses	6,228
Total research and development expenses	$ 21,700

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our most advanced development program RLY-1971 is in Phase 1 clinical trials. Programs in discovery and pre-clinical are RLY-4008 and RLY-P13K1047 as well as other earlier stage programs. Costs incurred for these programs include costs incurred to support our discovery research and translational science efforts up to the initiation of Phase 1 clinical development. Platform research and other research and development activities include costs that are not specifically allocated to active product candidates, including facilities costs, depreciation expense, and other costs. Employee related expenses includes salary, wages, stock-based compensation and other costs related to our personnel, which are not allocated to specific programs or activities.

We cannot determine with certainty the duration and costs of future clinical trials of RLY-1971 and future development costs of RLY-4008 and our RLY-P13K1047 program, if, when or to what extent we will generate revenue from the commercialization and sale of any our product candidates for which we obtain marketing approval or our other research and development costs. We may never succeed in obtaining marketing approval for any of our product candidates.

The duration, costs and timing of clinical trials and development of our product candidates will depend on a variety of factors, including:

- the scope, rate of progress, expense and results of our preclinical development activities, any future clinical trials of RLY-1971 and RLY-4008, and our RLY-PI3K1047 program or other product candidates and other research and development activities that we may conduct;
- uncertainties in clinical trial design and patient enrollment or drop out or discontinuation rates;
- establishing an appropriate safety and efficacy profile with Investigational New Drug, or IND, enabling studies;
- the initiation and completion of future clinical trial results;
- the timing, receipt and terms of any approvals from applicable regulatory authorities including the U.S. Food and Drug Administration, or FDA, and non-U.S. regulators;
- significant and changing government regulation and regulatory guidance;
- potential additional studies requested by regulatory agencies;
- establishing clinical and commercial manufacturing capabilities or making arrangements with third-party manufacturers in order to ensure that we or our third-party manufacturers are able to make product successfully;
- the impact of any business interruptions to our operations, including the timing and enrollment of patients in our planned clinical trials, or to those of our manufacturers, suppliers, or other vendors resulting from the COVID-19 pandemic or similar public health crisis;
- the expense of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights; and
- maintaining a continued acceptable safety profile of our product candidates following approval, if any, of our product candidates.

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect that our research and development expenses will continue to increase for the foreseeable future as we continue clinical trials of RLY-1971 and continued development of RLY-4008 our RLY-PI3K1047 program and continue to identify and develop additional product candidates.

A change in the outcome of any of these variables with respect to the development of a product candidate could mean a significant change in the costs and timing associated with the development of that product candidate. For

FOIA CONFIDENTIAL TREATMENT REQUESTED

example, if the U.S. Food and Drug Administration, or FDA, or another regulatory authority were to require us to conduct clinical trials beyond those that we anticipate will be required for the completion of clinical development of a product candidate, or if we experience significant trial delays due to patient enrollment or other reasons, we would be required to expend significant additional financial resources and time on the completion of clinical development.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation, for personnel in our executive, finance, corporate and business development and administrative functions. General and administrative expenses also include legal fees relating to patent and corporate matters; professional fees for accounting, auditing, tax and consulting services; insurance costs; travel expenses; and facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs.

We expect that our general and administrative expenses will increase in the future as we increase our general and administrative personnel headcount to support personnel in research and development and to support our operations generally as we increase our research and development activities and activities related to the potential commercialization of our product candidates. We also expect to incur increased expenses associated with operating as a public company, including costs of accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and Securities and Exchange Commission, or SEC, requirements, director and officer insurance costs, and investor and public relations costs.

Other Income, Net

Other income, net consists of interest income primarily interest earned on our cash, cash equivalents and investments. We anticipate that our interest income will increase in the future as we expect our investment balances to be higher due to anticipated cash proceeds from this offering.

Income Taxes

Since our inception in 2015, we have not recorded any U.S. federal or state income tax benefits for the net losses we have incurred in any year or for our earned research and development tax credits, due to our uncertainty of realizing a benefit from those items. As of December 31, 2019, we had federal NOL carryforwards of $154.3 million available to reduce taxable income, of which $43.2 million expire beginning in 2035 and $111.1 million do not expire. The Company has state NOL carryforwards of $162.2 million as of December 31, 2019 available to reduce future state taxable income, which expire at various dates beginning in 2035.

As of December 31, 2019, we also had federal and state research and development tax credit carryforwards of $4.8 million and $1.9 million, respectively, which begin to expire in 2035 and 2030, respectively.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Results of Operations

Comparison of the three months ended March 31, 2019 and 2020

The following table summarizes our results of operations for the three months ended March 31, 2019 and 2020:

	Three Months Ended March 31,		
	2019	2020	Change
	(in thousands)		
Operating expenses:			
Research and development	$ 13,335	$ 21,700	$ 8,365
General and administrative	3,067	4,758	1,691
Total operating expenses	16,402	26,458	10,056
Loss from operations	(16,402)	(26,458)	10,056
Other income, net	2,220	1,572	(648)
Net loss	$(14,182)	$(24,886)	$10,704

Research and Development Expenses

	Three Months Ended March 31,		
	2019	2020	Change
	(in thousands)		
Employee related expenses	$ 4,342	$ 6,228	$1,886
Outside and consulting services	5,933	10,291	4,358
Clinical trial expenses	—	1,030	1,030
Depreciation	572	713	141
Laboratory supplies and other costs	1,282	2,017	735
Facilities and other allocated expenses	1,206	1,421	215
Total research and development expenses	$13,335	$21,700	$8,365

Research and development expenses were $13.3 million for the three months ended March 31, 2019, compared to $21.7 million for the three months ended March 31, 2020. The increase of $8.4 million was primarily due to $4.4 million of outside and consulting services for our pre-clinical candidates due to an increased number of discovery programs and more programs in later stage pre-clinical trials. The increase also includes $1.9 million of additional employee related costs, including stock-based compensation of $0.3 million and $0.7 million for increased laboratory supplies primarily due to higher headcount, as well as $1.0 million of clinical trial expenses as we commenced phase 1 of our clinical study for RLY-1971 during the three months ended March 31, 2020. While we currently do not anticipate any interruptions in our operations due to COVID-19, it is possible that the COVID-19 pandemic and response efforts could delay our development programs and plans and increase our associated costs.

General and Administrative Expenses

General and administrative expenses were $3.1 million for the three months ended March 31, 2019, compared to $4.8 million for the three months ended March 31, 2020. The increase of $1.7 million was due to $0.8 million of increased personnel costs, including an additional $0.3 million of share-based compensation, to support our infrastructure, $0.4 million of additional professional fees and $0.5 million of increased facilities related and other expenses primarily attributed to our new corporate and laboratory space in 2019.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Other Income, Net

Other income, net, decreased from $2.2 million for the three months ended March 31, 2019 to $1.6 million for the three months ended March 31, 2020 due primarily to lower amounts of cash equivalents and investments as well as a decrease in interest.

Comparison of years ended December 31, 2018 and 2019

The following table summarizes our results of operations for the years ended December 31, 2018 and 2019:

	Year Ended December 31,		
	2018	2019	Change
	(in thousands)		
Operating expenses:			
Research and development	$ 41,034	$ 70,306	$ 29,272
General and administrative	8,855	13,742	4,887
Total operating expenses	49,889	84,048	34,159
Loss from operations	(49,889)	(84,048)	(34,159)
Interest income and other expense	1,104	8,743	7,639
Net loss	$(48,785)	$(75,305)	$(26,520)

Research and Development Expenses

	Year Ended December 31,		
	2018	2019	Change
	(in thousands)		
Employee related expenses	$11,829	$19,914	$ 8,085
Outside and consulting services	21,753	34,585	12,832
Depreciation of laboratory equipment	1,705	2,410	705
Laboratory supplies and other costs	3,881	7,289	3,408
Facilities and other allocated expenses	1,866	6,108	4,242
Total research and development expenses	$41,034	$70,306	$29,272

Research and development expenses were $41.0 million for the year ended December 31, 2018, compared to $70.3 million for the year ended December 31, 2019. The increase of $29.3 million was primarily due to an increase of $12.8 million in outside and consulting research expenses associated with our pre-clinical candidates, $8.1 million of increased personnel related costs, primarily due to increased headcount, including $0.8 million of additional stock-based compensation, $4.2 million of increased facilities related and other expenses primarily attributable to our new corporate and laboratory space in 2019 and $3.4 million of laboratory supplies and other costs.

General and Administrative Expenses

General and administrative expenses were $8.9 million for the year ended December 31, 2018 compared to $13.7 million for the year ended December 31, 2019. The increase of $4.9 million was primarily due to $2.7 million in increased personnel related costs, including $0.7 million of additional share-based compensation expense, primarily due to increased general and administrative headcount to support the growth of our research and development organization, $1.1 million in increased professional fees, which were primarily legal and outside consultant costs, and $1.0 million in increased facilities related and other expenses attributed to our new corporate and laboratory space in 2019.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Other Income (Expense), Net

Other income, net, increased from $1.1 million for the year ended December 31, 2018 to $8.8 million for the year ended December 31, 2019 due primarily to interest income generated from proceeds from the issuance of Series C convertible preferred stock in December 2018 and in January 2019.

Liquidity and Capital Resources

Since our inception, we have not generated any revenue from product sales or any other sources, and have incurred significant operating losses. We have not yet commercialized any products and we do not expect to generate revenue from sales of any product candidates for several years, if ever. To date, we have financed our operations through private placements of preferred stock and convertible debt. Through March 31, 2020, we had received gross proceeds of $519.8 million from sales of our preferred stock and our issuance of convertible debt. As of March 31, 2020, we had cash, cash equivalents and investments of $334.2 million.

Cash Flows

The following table summarizes our sources and uses of cash for each of the periods presented:

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
	(in thousands)			
Cash used in operating activities	$ (44,135)	$ (66,133)	$(10,816)	$ (22,334)
Cash provided by (used in) investing activities	(1,680)	(319,024)	(3,144)	50,371
Cash provided by financing activities	394,972	5,606	5,047	351
Net increase (decrease) in cash, cash equivalents and restricted cash	$349,157	$(379,551)	$ (8,913)	$ 28,388

Operating Activities.

During the three months ended March 31, 2020, operating activities used $22.3 million of cash, primarily resulting from our net loss of $24.9 million, partially offset by non-cash charges of $2.0 million and cash provided by changes in our operating assets and liabilities of $0.6 million. Net cash provided by changes in our operating assets and liabilities of $0.6 million during the three months ended March 31, 2020 consisted of an increase of $0.2 million in accounts payable, accrued expenses and other liabilities as well as a decrease of $0.3 million in prepaid expenses and other current assets, and $0.1 million of operating lease assets, net. The increase in accounts payable, accrued expenses and other current liabilities was largely due to the timing of payments related to research and development costs.

During the three months ended March 31, 2019, operating activities used $10.8 million of cash, primarily resulting from our net loss of $14.2 million, partially offset by non-cash charges of $1.5 million and cash provided by changes in our operating assets and liabilities of $1.9 million. Net cash provided by changes in our operating assets and liabilities of $1.9 million during the three months ended March 31, 2019 consisted of an increase of $1.5 million in accounts payable, accrued expenses and other liabilities as well as a decrease of $0.6 million of operating lease assets, net, partially offset by an increase of $0.2 million in prepaid expenses and other current assets. The increase in accounts payable, accrued expenses and other liabilities was largely due to an increase in external research and development costs. The increase in prepaid expenses and other current assets was due to an increase in external research and development costs.

During the year ended December 31, 2019, operating activities used $66.1 million of cash, primarily resulting from our net loss of $75.3 million, partially offset by non-cash charges of $4.9 million and cash provided by changes in our operating assets and liabilities of $4.3 million. Net cash provided by changes in our operating

assets and liabilities of $4.3 million during the year ended December 31, 2019 consisted of an increase of $5.2 million in accounts payable, accrued expense and other current liabilities as well as a decrease of $1.2 million of operating lease assets, net, partially offset by an increase of $2.1 million in prepaid expenses and other current assets. The increase in accounts payable, accrued expenses and other current liabilities was largely due to an increase in external research and development costs. The increase in prepaid expenses and other current assets was due to an increase in external research and development costs.

During the year ended December 31, 2018, operating activities used $44.1 million of cash, primarily resulting from our net loss of $48.8 million and $0.4 million of cash used from changes in our operating assets, partially offset by non-cash charges of $5.1 million. Net cash used from changes in operating assets and liabilities of $0.4 million during the year ended December 31, 2018 consisted of an increase in prepaid expenses and other current assets of $1.2 million and an increase in operating leases assets, net, of $0.5 million, partially offset by an increase in accounts payable, accrued expenses and other current liabilities of $1.3 million. The increase in prepaid expenses and other current assets was due to an increase in external research and development costs. The increase in accounts payable, accrued expenses and other current liabilities was largely due to an increase in external research and development costs and to a lesser extent an increase in professional fees associated with the Series C convertible preferred stock financing in December 2018.

Investing Activities.

During the three months ended March 31, 2020, investing activities provided $50.4 million, consisting of $51.4 million of net investment maturities, partially offset by $1.0 million for the acquisition of property and equipment.

During the three months ended March 31, 2019, investing activities used $3.1 million, consisting of purchase of property and equipment.

During the year ended December 31, 2019, investing activities used $319.0 million, consisting primarily of $311.0 million of net investment purchases and $8.0 million for the purchase of property and equipment.

During the year ended December 31, 2018, investing activities used $1.7 million of cash, consisting primarily of purchases of property and equipment.

Financing Activities.

During the three months ended March 31, 2020, net cash provided by financing activities was $0.4 million, consisting primarily of net proceeds from the exercise of stock options.

During the three months ended March 31, 2019, net cash provided by financing activities was $5.0 million, consisting of net proceeds from our sales of Series C convertible preferred stock.

During the year ended December 31, 2019, net cash provided by financing activities was $5.6 million, consisting of net proceeds from our sales of Series C convertible preferred stock of $5.0 million and proceeds from the exercise of stock options of $0.6 million.

During the year ended December 31, 2018, net cash provided by financing activities was $395.0 million, consisting primarily of net proceeds from our sales of Series C convertible preferred stock of $394.3 million and proceeds from the issuance of restricted stock of $0.7 million, net of repurchases.

Funding Requirements

We expect our expenses to increase substantially in connection with our ongoing clinical development activities related to RLY-1971, which is still in the early stages of clinical trials, the potential clinical development

FOIA CONFIDENTIAL TREATMENT REQUESTED

activities of RLY-4008 and the ongoing pre-clinical development activities of our RLY-PI3K1047 program. In addition, commencing upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. We expect that our expenses will increase substantially if and as we:

- conduct our current and future clinical trials of RLY-1971 and RLY-4008, and additional preclinical research and development of our RLY-PI3K1047 program, and other early-stage programs;
- initiate and continue research and preclinical and clinical development of our other product candidates;
- seek to identify additional product candidates;
- pursue marketing approvals for any of our product candidates that successfully complete clinical trials, if any;
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- require the manufacture of larger quantities of our product candidates for clinical development and potentially commercialization;
- obtain, maintain, expand and protect our intellectual property portfolio;
- acquire or in-license other drugs and technologies;
- hire and retain additional clinical, quality control and scientific personnel;
- build out new facilities or expand existing facilities to support our ongoing development activity; and
- add operational, financial and management information systems and personnel, including personnel to support our drug development, any future commercialization efforts and our transition to a public company.

As of March 31, 2020, we had cash, cash equivalents and investments of $334.2 million. We believe that the anticipated net proceeds from this offering, together with our existing cash, cash equivalents and investments, will enable us to fund our operating expenses and capital expenditure requirements through at least . We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect.

Because of the numerous risks and uncertainties associated with the development of RLY-1971, RLY-4008, and our RLY-PI3K1047 programs and other product candidates and programs and because the extent to which we may enter into collaborations with third parties for development of our product candidates is unknown, we are unable to estimate the timing and amounts of increased capital outlays and operating expenses associated with completing the research and development of our product candidates. Our future capital requirements will depend on many factors, including:

- the impact of any business interruptions to our operations, including the timing and enrollment of patients in our planned clinical trials, or to those of our manufacturers, suppliers, or other vendors resulting from the COVID-19 pandemic or similar public health crisis;
- the scope, progress, results and costs of our current and future clinical trials of RLY-1971 and RLY-4008 and additional preclinical research of our RLY-PI3K1047 program;
- the scope, progress, results and costs of our current and future clinical trials of RLY-1971 and additional preclinical research of RLY-4008 and RLY-PI3K1047;
- the scope, progress, results and costs of drug discovery, preclinical research and clinical trials for our other product candidates;
- the number of future product candidates that we pursue and their development requirements;
- the costs, timing and outcome of regulatory review of our product candidates;

- our ability to establish and maintain collaborations on favorable terms, if at all;
- the success of any collaborations that we may enter into with third parties;
- the extent to which we acquire or invest in businesses, products and technologies, including entering into licensing or collaboration arrangements for product candidates, although we currently have no commitments or agreements to complete any such transactions;
- the costs and timing of future commercialization activities, including drug sales, marketing, manufacturing and distribution, for any of our product candidates for which we receive marketing approval, to the extent that such sales, marketing, manufacturing and distribution are not the responsibility of any collaborator that we may have at such time;
- the amount of revenue, if any, received from commercial sales of our product candidates, should any of our product candidates receive marketing approval;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims;
- our headcount growth and associated costs as we expand our business operations and our research and development activities; and
- the costs of operating as a public company.

Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval for any product candidates or generate revenue from the sale of any product candidate for which we may obtain marketing approval. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of drugs that we do not expect to be commercially available for many years, if ever. Accordingly, we will need to obtain substantial additional funds to achieve our business objectives.

Adequate additional funds may not be available to us on acceptable terms, or at all. We do not currently have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest may be diluted, and the terms of these securities may include liquidation or other preferences and anti-dilution protections that could adversely affect your rights as a common stockholder. Additional debt or preferred equity financing, if available, may involve agreements that include restrictive covenants that may limit our ability to take specific actions, such as incurring debt, making capital expenditures or declaring dividends, which could adversely impact our ability to conduct our business, and may require the issuance of warrants, which could potentially dilute your ownership interest.

If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technology, future revenue streams, research programs, or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings or collaborations, strategic alliances or licensing arrangements with third parties when needed, we may be required to delay, limit, reduce and/or terminate our product development programs or any future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Contractual Obligations and Commitments

The following table summarizes our contractual obligations at December 31, 2019, and the effect that such obligations are expected to have on our liquidity and cash flows in future periods:

	Payments Due by Period				
	Total	Less Than 1 Year	1 - 3 Years	3 - 5 Years	More Than 5 Years
	(in thousands)				
Operating lease commitments(1)	$39,685	$ 3,767	$7,862	$8,323	$ 19,733
Research and license agreement obligations(2)}	3,800	1,800	2,000	—	—
Letter of credit	878	—	—	—	878
Total	$44,363	$ 5,567	$9,862	$8,323	$ 20,611

(1) Represents minimum payments due for our lease of office and laboratory space in Cambridge, Massachusetts under an operating lease agreement that expires in April 2029.
(2) Represents the aggregate license maintenance fees payable under our existing research and licensing agreements with third parties.

We have a Collaboration and License Agreement, as amended, with D. E. Shaw Research, which provides that the parties will jointly conduct research efforts with the goal of identifying and developing product candidates. The term of the agreement, as amended, is six years of which there were 2 years and eight months remaining as of December 31, 2019, and requires us to pay an annual fee of $1.0 million, which is included in the above table. On a product-by-product basis, we have also agreed to pay D. E. Shaw Research milestone payments upon the achievement of certain development and regulatory milestone events for products we develop under the DESRES Agreement that are directed to a Category 1 Target or any target that was a Category 1 Target. Such payments for achievement of development and regulatory milestones total up to $7.25 million in the aggregate for the first three products we develop, and up to $6.25 million in the aggregate for each product we develop after the first three. In addition, we are obligated to pay D. E. Shaw Research royalty payments as defined in the agreement."

We also have certain research and license arrangements with other third parties, which provide us with research services with the goal of identifying and developing product candidates until all payment obligations by the Company to the third party have expired. The Company has the right to terminate these agreements with a reasonable period of notice. We are also obligated to pay development milestone payments for up to four targets, each in the range of $4.0 million to $7.0 million, upon the achievement of certain specified contingent events. The Company assessed the milestones at December 31, 2018 and 2019 and March 31, 2020 (unaudited) and concluded no such milestone payments were due.

We enter into contracts in the normal course of business with CROs and CMOs for clinical trials, preclinical research studies and testing, manufacturing and other services and products for operating purposes. These contracts do not contain any minimum purchase commitments and are cancelable by us upon prior notice of 30 days and, as a result, are not included in the table of contractual obligations above. Payments due upon cancelation consist only of payments for services provided and expenses incurred up to the date of cancelation.

Critical Accounting Policies and Use of Estimates

Our management's discussion and analysis of financial condition and results of operations is based on our financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of our consolidated financial statements and related disclosures requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, costs and expenses and the disclosure of contingent assets and liabilities in our financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under

FOIA CONFIDENTIAL TREATMENT REQUESTED

the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

The full extent to which the COVID-19 pandemic will directly or indirectly impact the Company's business, results of operations and financial condition, including expenses, clinical trials and research and development costs, will depend on future developments that are highly uncertain, including as a result of new information that may emerge concerning COVID-19 and the actions taken to contain or treat COVID-19, as well as the economic impact on local, regional, national and international markets. The Company has made estimates of the impact of COVID-19 within its financial statements and there may be changes to those estimates in future periods. Actual results could differ from the Company's estimates.

While our significant accounting policies are described in more detail in the notes to our consolidated financial statements appearing at the end of this prospectus, we believe that the following accounting policies are those most critical to the judgments and estimates used in the preparation of our consolidated financial statements.

Accrued Research and Development Expenses

As part of the process of preparing our consolidated financial statements, we are required to estimate our accrued research and development and manufacturing expenses. This process involves reviewing open contract and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated costs incurred for the services when we have not yet been invoiced or otherwise notified of the actual costs. The majority of our service providers invoice us in arrears for services performed on a pre-determined schedule or when contractual milestones are met; however, some require advanced payments. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. Examples of estimated accrued research and development expenses include fees paid to:

- CROs in connection with performing research activities on our behalf and conducting preclinical studies and clinical trials on our behalf;
- investigative sites or other service providers in connection with clinical trials;
- vendors in connection with preclinical and clinical development activities; and
- vendors related to product manufacturing and development and distribution of preclinical and clinical supplies.

We base our expenses related to preclinical studies and clinical trials on our estimates of the services received and efforts expended pursuant to quotes and contracts with multiple CROs that conduct and manage preclinical studies and clinical trials on our behalf. The financial terms of these agreements are subject to negotiation and vary from contract to contract, which may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the expense. Payments under some of these contracts depend on factors such as the successful enrollment of patients and the completion of clinical trial milestones. In accruing fees, we estimate the time period over which services will be performed, enrollment of patients, number of sites activated and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or amount of prepaid expense accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in us reporting amounts that are too high or too low in any particular period. To date, we have not made any material adjustments to our prior estimates of accrued research and development expenses.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Stock-Based Compensation

We measure stock options and other stock-based awards granted to employees, directors and non-employees based on their fair value on the date of grant and recognize compensation expense of those awards over the requisite service period, which is generally the vesting period of the respective award. We recognize the impact of forfeitures on stock-based compensation expense as forfeitures occur. We apply the straight-line method of expense recognition to all awards with only service-based vesting conditions. For awards with performance-based vesting conditions, we assess the probability that the performance conditions will be achieved at each reporting period. We use the accelerated attribution method to expense the awards over the requisite service period when the performance conditions are deemed probable of achievement.

We estimate the fair value of each stock option grant on the date of grant using the Black-Scholes option-pricing model, which uses as inputs the fair value of our common stock and assumptions we make for the volatility of our common stock, the expected term of our stock options, the risk-free interest rate for a period that approximates the expected term of our stock options and our expected dividend yield.

Determination of Fair Value of Common Stock

As there has been no public market for our common stock to date, the estimated fair value of our common stock has been determined by our board of directors, or compensation committee thereof as of the date of each option grant, with input from management, considering our most recently available third-party valuations of common stock and our board of directors' assessment of additional objective and subjective factors that it believed were relevant and which may have changed from the date of the most recent valuation through the date of the grant. Historically, these independent third party valuations of our equity instruments were performed contemporaneously with identified value inflection points.

These third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation or the Practice Aid*. The Practice Aid identifies various available methods for allocating the enterprise value across classes of series of capital stock in determining the fair value of our common stock at each valuation date.

In accordance with the Practice Aid, the probability-weighed expected return method, or PWERM and the Option Pricing Method or OPM were the most appropriate methods for determining the fair value of our common stock based on our stage of development and other relevant factors. Our valuation as of May 2020 contemplated the hybrid method which is a combination of the PWERM and the OPM to allocate the value to the securities. Our valuations in November 2018 and November 2019 were based on the OPM utilizing either the Recent Transactions Method utilizing a Backsolve methodology or Guideline Merger and Acquisition Transaction Method from the Practice Aid.

In addition to considering the results of these third-party valuations, our board of directors considered various objective and subjective factors to determine the fair value of our common stock as of each grant date, including:

- The prices of our convertible preferred stock sold to or exchanged between outside investors in arm's length transactions and the rights, preferences, and privileges or our redeemable preferred securities as compared to those of our common stock, including liquidation preferences of our preferred stock;
- the progress of our research and development programs, including the status and results of preclinical studies and clinical trials for our product candidates
- our stage of development and commercialization of our product candidates and our business strategy;
- external market conditions affecting the biopharmaceutical industry and trends within the biopharmaceutical industry;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- our financial position, including cash on hand, and our historical and forecasted performance and operating results;
- the lack of an active public market for our common stock and our preferred stock;
- the likelihood of achieving a liquidity event, such as an initial public offering, or IPO, or sale of our company in light of prevailing market conditions; and
- the analysis of IPOs and the market performance of similar companies in the biopharmaceutical industry.

Our valuations were performed using the OPM or hybrid method. The method selected was based on availability and the quality of information to develop the assumptions for the methodology.

OPM – The OPM treats common stock and preferred stock as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. Under this method, the common stock has value on if the funds available for distribution to stockholders exceed the value of the liquidation preferences at the time of a liquidity event, such as a strategic sale or merger. The common stock is modeled as a call option on the underlying equity value at a predetermined exercise price. In the model, the exercise price is based on a comparison with the total equity value rather than, as in the case of a regular option, a comparison with a per share stock price. Thus, common stock is considered to be a call option with a claim on the enterprise at an exercise price equal to the remaining value immediately after the preferred stock liquidation preference is paid. The OPM uses the Black-Scholes option pricing model to price the call options. This model defines the fair value of securities as functions of the current fair value of a company and uses assumptions such as the anticipated timing of a potential liquidity event and the estimated volatility of the equity securities. The OPM method was used for our November 2018 and November 2019 valuations.

PWERM – Under the PWERM methodology, the fair value of the common stock is estimated based upon an analysis of future values for the company, assuming various outcomes. The common stock value is based on the probability weighted present value of expected future investment returns considering each of the possible outcomes available as well as the rights of each class of stock. The future value of the common stock under each outcome is discounted back to the valuation date at an appropriate risk adjusted discount rate and probability to arrive at an indication of the value for common stock.

Hybrid Method – The Hybrid method is a PWERM where the equity value in one of the scenarios is calculated using an OPM. In the hybrid method used by us for our May 2020 valuation, two types of future event scenarios were considered: an IPO and a trade sale. The enterprise value for the IPO scenario was determined using a market approach, the Guideline IPO Transactions Method. The IPO scenario assumes all of our then outstanding preferred stock would convert into common stock as of the IPO effective date. The enterprise value for the Trade Sale scenario is determined based on the Guideline Merger and Acquisitions Transaction Method and OPM allocation method. The relative probability of each type of future-event scenario was determined by our Board of Directors based on an analysis of performance and market conditions at the time, including then current IPO valuations of similarly situated companies and expectations as to the timing and likely prospects of future event scenarios.

The assumptions underlying these valuations represented management's best estimates, which involved inherent uncertainties and the application of management's judgment. As a result, if we had used significantly different assumptions or estimates, the fair value of our common stock and our stock-based compensation expense could have been materially different.

Once a public trading market for our common stock has been established in connection with the closing of this offering, it will no longer be necessary for our board of directors to estimate the fair value of our common stock in connection with our accounting for granted stock options and other such awards we may grant, as the fair value of our common stock will be determined based on the quoted market price of our common stock.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The following table summarizes by grant date the number of shares subject to options granted between January 1, 2019 and May 22, 2020, the per share exercise price of the options, the fair value of common stock underlying the options on each grant date, and the per share estimated fair value of the options:

Grant Date	Number of Shares Subject to Options Granted	Per Share Exercise Price of Options	Fair Value of Common Stock per Share on Date of Option Grant	Weighted average per share Estimated Fair Value of Options
March 15, 2019 – November 18, 2019	10,380,215	$ 1.42	$ 1.42	$ 0.94
December 2, 2019 – March 30, 2020 (1)	5,972,200	$ 1.47	$ 1.47	$ 0.97

(1) Excludes options to purchase 2,695,047 shares of common stock at a per share exercise price of $1.47 per share with performance-based vesting conditions for which the Company has not established a grant date for accounting purposes since the related grantees were not notified of the terms of the award on a timely basis. As a result, the fair value of the options used to recognize any potential stock-based compensation expense associated with the 2,695,047 options will be determined once the Company communicates the terms of the award.

Emerging growth company and smaller reporting company status

In April 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was enacted. Section 107 of the JOBS Act provides that an "emerging growth company," or an EGC, can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended, or the Securities Act, for complying with new or revised accounting standards. Thus, an EGC can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period for new or revised accounting standards during the period in which we remain an emerging growth company; however, we may adopt certain new or revised accounting standards early.

We will remain an emerging growth company until the earliest to occur of: (1) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue; (2) the date we qualify as a "large accelerated filer," with at least $700.0 million of equity securities held by non-affiliates; (3) the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period; and (4) the last day of the fiscal year ending after the fifth anniversary of our initial public offering.

We are also a "smaller reporting company" meaning that the market value of our stock held by non-affiliates plus the proposed aggregate amount of gross proceeds to us as a result of this offering is less than $700 million and our annual revenue was less than $100 million during the most recently completed fiscal year. We may continue to be a smaller reporting company after this offering if either (i) the market value of our stock held by non-affiliates is less than $250 million or (ii) our annual revenue was less than $100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700 million. If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the Securities and Exchange Commission.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Recently Issued and Adopted Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our consolidated financial statements appearing at the end of this prospectus.

Quantitative and Qualitative Disclosures about Market Risks

Interest rate risk

We are exposed to market risk related to changes in interest rates of our investment portfolio of cash equivalents and short-term investments. As of March 31, 2020, our cash equivalents consisted of money market funds. As of December 31, 2020, our investments consisted of investments in U.S Treasury Bills, United States Treasury Bonds, and agency bonds that have contractual maturities of less than one year. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of U.S. interest rates. The fair value of our marketable securities is subject to change as a result of potential changes in market interest rates, including changes resulting from the impact of the COVID-19 pandemic. The potential change in fair value for interest rate sensitive instruments has been assessed on a hypothetical 100 basis point adverse movement across all maturities. As of March 31, 2020 and December 31, 2019, we estimate that such hypothetical 100 basis point adverse movement would not result in a material impact on our consolidated results of operations.

As of March 31, 2020, we had no debt outstanding and are therefore not exposed to interest rate risk with respect to debt.

Foreign currency exchange risk

All of our employees and our operations are currently located in the United States and our expenses are generally denominated in U.S. dollars. However, we have entered into a limited number of contracts with vendors for research and development services that permit us to satisfy our payment obligations in U.S. dollars (at prevailing exchange rates) but have underlying payment obligations denominated in foreign currencies, including the Euro. We are subject to foreign currency transaction gains or losses on our contracts denominated in foreign currencies. To date, foreign currency transaction gains and losses have not been material to our financial statements, and we have not had a formal hedging program with respect to foreign currency. A 10% increase or decrease in current exchange rates would not have a material effect on our financial results for the years ended December 31, 2019 and 2018 and the three months ended March 31, 2019 and 2020.

FOIA CONFIDENTIAL TREATMENT REQUESTED

BUSINESS

Overview

We are a clinical-stage precision medicines company transforming the drug discovery process with an initial focus on enhancing small molecule therapeutic discovery in targeted oncology. Our company is built upon unparalleled insights into protein motion and how this dynamic behavior relates to protein function. These insights may enable us to more effectively drug protein targets that previously have been intractable (i.e. inadequately drugged or undruggable). We believe we have a differentiated approach to drug these protein targets based on their motion, which enables us to select and advance unique product candidates with a potentially higher probability of clinical success. We built our Dynamo platform to integrate an array of leading edge experimental and computational approaches, which allows us to apply our understanding of protein structure and motion to drug discovery.

We are advancing a wholly owned pipeline of medicines to address targets in precision oncology, including our lead product candidates, RLY-1971 and RLY-4008, as well as our PI3Kα mutant selective program (RLY-PI3K1047 program). We initiated a Phase 1 clinical trial for RLY-1971, our potent and selective inhibitor of Src homology region 2 domain-containing phosphatase-2 (SHP2), in patients with advanced solid tumors in the first quarter of 2020. We are completing Investigational New Drug, or IND, enabling activities for RLY-4008, our potent and selective inhibitor of fibroblast growth factor receptor 2 (FGFR2) and expect to initiate a Phase 1 clinical trial for RLY-4008 in patients with advanced solid tumors having oncogenic FGFR2 alterations in the second half of 2020. We anticipate the RLY-PI3K1047 program, our program for molecules targeting cancer-associated mutant variants of phosphoinostide 3-kinase alpha (PI3Kα), to be in IND enabling studies in 2021. While our initial focus is on precision oncology, we believe our Dynamo platform may also be broadly applied to other areas of precision medicine, such as genetic disease. In addition to the three product candidates described above, we have five discovery stage programs across precision oncology and genetic disease. We are focused on using the novel insights derived from our approach to transform the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of our therapies.

Precision medicine emerged as an approach for disease treatment as the understanding of the link between genetic alterations, protein dysfunction and diseases evolved. Precision medicine aims to specifically and potently drug genetically validated target proteins. However, some target proteins thus far have been intractable using conventional drug discovery tools, such as structure-based drug design (SBDD). While SBDD is well-suited to solving some drug discovery problems such as orthosteric site kinase inhibitors, its reliance on static images of protein fragments limits its ability to gain accurate insights into the dynamic behavior of proteins in their natural state, which in turn limits its ability to discover medicines with exquisite specificity. Our approach pivots the understanding of protein targets from the industry-standard, static view, to a novel paradigm based on fundamental insights into protein motion. We then apply these novel insights into protein motion to drug discovery and design, which we term Motion Based Drug Design (MBDD).

The confluence of three forces - the proliferation of readily available genomic data, the evolution of experimental techniques, and advancements in computational power and speed - led to the founding of Relay Therapeutics. We believe we are uniquely situated in our ability to consolidate these advances and, when combined with our world-class team of both experimental and computational experts, integrate these solutions into MBDD to create medicines that will make a transformative difference for patients.

Key drug discovery steps of Our Dynamo Platform

Our Dynamo platform puts protein motion at the center of drug discovery and design, integrating a broad and tailored array of leading-edge experimental and computational approaches, including deploying the Anton 2 supercomputer, which was custom-built by D. E. Shaw Research to perform molecular dynamic simulations of proteins. We deploy the power of the platform in three key phases of MBDD discovery:

- **Target Modulation Hypothesis.** By generating fundamental insights into the structure and conformational dynamics of full-length proteins, our Dynamo platform enables us to model a target protein’s function, to

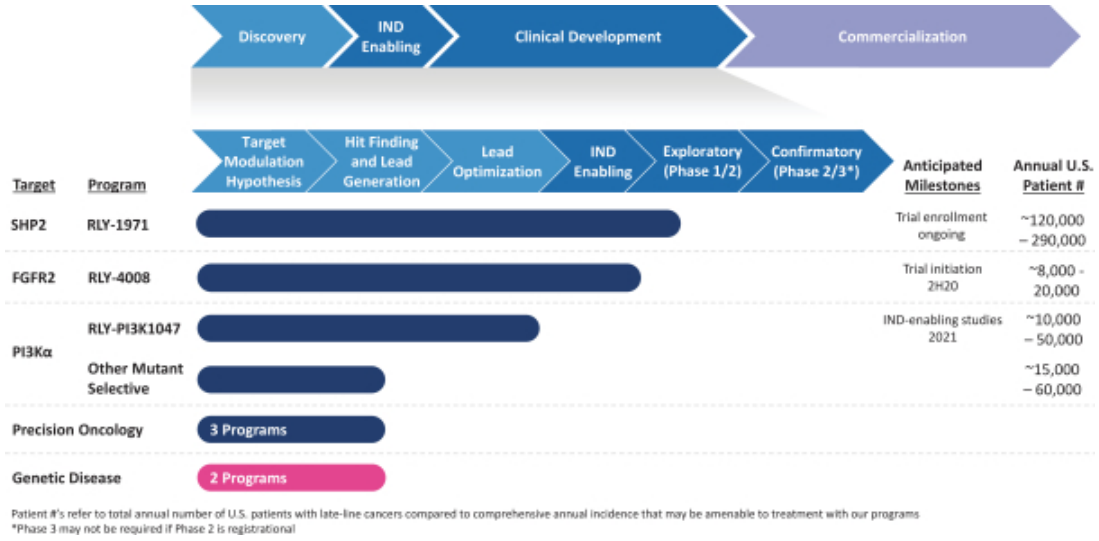
develop unique motion-based hypotheses for how to modulate the protein's behavior, and to identify potential novel binding sites for new therapeutic agents.

- **Hit Finding and Lead Generation.** The integration of our computational and experimental platforms affords a deeper functional understanding of our targets and enables the design of physiologically relevant activity-based, ligand-centric and computational screens. These highly differentiated screens have the ability to yield a larger number of chemical series and potential therapies to proceed into lead optimization than conventional experimental techniques alone.
- **Lead Optimization.** Our Dynamo platform uses advanced computational models in tight integration with our medicinal chemistry, structural biology, enzymology and biophysics capabilities to predict, design and experimentally evaluate compounds that will achieve the most desirable characteristics, including potency, selectivity, bioavailability, and drug-like properties. We believe our approach enables us to converge on optimized compounds with much greater efficiency than conventional approaches, which are typically highly iterative over an extended timeframe.

Our Dynamo platform has the potential to address a diverse range of disease targets, including those proteins that have not been addressed selectively and potently with existing therapies. While we have initially focused our Dynamo platform on small molecule drug discovery in the area of precision oncology, we believe it could be readily deployed across broader precision and genetic medicine areas as well as other therapeutic modalities, such as protein therapeutics and antibody design.

Our Programs

We have deployed our technology platform to build a wholly-owned pipeline of product candidates to address targets in precision oncology, where there is clear evidence linking target proteins to disease and where molecular diagnostics can unambiguously identify relevant patients for treatment. We believe this approach will increase the likelihood of successfully translating a specific pharmacological mechanism into clinical benefit. The targets associated with all of our current programs are Category 1 Targets under our Collaboration and License Agreement with D. E. Shaw Research, as amended. See "Business—Collaboration and License Agreement with D. E. Shaw Research, LLC."



FOIA CONFIDENTIAL TREATMENT REQUESTED

RLY-1971

RLY-1971 binds and stabilizes SHP2 in its inactive conformation. SHP2 promotes cancer cell survival and growth through the RAS pathway by transducing signals downstream from receptor tyrosine kinases (RTKs). Additionally, activating SHP2 mutations causes enhanced signaling in the absence of ligand stimulation and has been identified as oncogenic drivers in a range of tumors. As a critical signaling node and regulator, SHP2 drives cancer cell proliferation and plays a key role in the way cancer cells develop resistance to targeted therapies. We believe that inhibition of SHP2 could be effective as a monotherapy in cancers with specific alterations and could block a common path that cancer cells exploit to resist other antitumor agents, thus overcoming or delaying the onset of resistance to those therapies.

We are currently evaluating the safety and tolerability of RLY-1971 in a Phase 1 dose escalation study in patients with advanced or metastatic solid tumors. We anticipate providing an update on clinical data and the clinical development plan in 2021. Given the range of cancers that are related to SHP2 dependence, in addition to its potential use in monotherapy settings, we believe RLY-1971 could serve as a backbone for compelling combination therapies. We believe SHP2-mediated cancers affect approximately 125,000 late-line patients annually in both monotherapy and combination therapy settings in the U.S. In the future, if RLY-1971 advances to earlier lines of treatment, we believe it could potentially have applicability to approximately 290,000 patients annually in the U.S.

RLY-4008

RLY-4008 is designed to be an oral, small molecule, selective inhibitor of fibroblast growth factor receptor 2, or FGFR2, a receptor tyrosine kinase that is frequently altered in certain cancers. FGFR2 is one of four members of the FGFR family, a set of closely related proteins with highly similar protein sequences and properties. RLY-4008 demonstrates potent FGFR2-dependent killing in cancer cell lines, while showing minimal inhibition of other targets, including other members of the FGFR family. We plan to initiate a Phase 1 clinical trial for RLY-4008 in patients with solid tumors having oncogenic FGFR2 alterations in the second half of 2020. We believe FGFR2-mediated cancers affect approximately 8,000 late-line patients annually in the U.S. In the future, if RLY-4008 advances to earlier lines of treatment, we believe it could potentially address approximately 20,000 patients annually in the U.S.

Mutant-PI3Kα Inhibitor Program

RLY-PI3K1047 is a lead compound in our franchise of programs targeting cancer-associated mutant variants of phosphoinositide 3-kinase alpha, or PI3Kα. RLY-PI3K1047 is a small molecule inhibitor of PI3Kα that we designed specifically to target PI3Kα H1047X mutants via a previously undescribed allosteric mechanism. Oral dosing of RLY-PI3K1047 resulted in significant tumor growth inhibition in mouse xenograft models of PI3Kα H1047R mutant carcinoma. We expect to begin IND-enabling studies for a differentiated, first-in-class PI3Kα H1047X mutant-selective inhibitor in 2021. We believe PI3Kα H1047X mutant cancers affect approximately 10,000 late-line patients annually in the U.S. In the future, if RLY-PI3K1047 advances to earlier lines of treatment, we believe it could potentially be suitable for use in approximately 50,000 patients annually in the U.S.

Two additional mutations of interest for our PI3Kα franchise are E542X and E545X. We estimate there are approximately 15,000 late-line and 60,000 total patients annually in the United States who might benefit from a PI3Kα targeted inhibitor that targets the mutations at E542 and E545.

Discovery Programs

We are deploying our Dynamo platform and MBDD approach to advance multiple discovery-stage precision oncology programs. As with our lead programs, these programs leverage insights into protein conformational dynamics to address high-value, genetically validated oncogenes that previously have been intractable to

conventional drug-discovery approaches. Our Dynamo platform's protein visualization capabilities can be applied to multiple therapeutic areas beyond precision oncology. To further diversify our pipeline, we are leveraging our Dynamo platform to address validated targets in monogenic diseases, where genetic alterations lead to disease-causing defects in protein motion.

Our Strategy

Our mission is to leverage unique insights into protein motion to transform the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of small molecule therapies. We believe that, by placing protein motion at the heart of MBDD discovery, our unique Dynamo platform has the potential to address previously intractable precision medicine targets. To accomplish this, we intend to continue building a team that shares our commitment to patients, to continue to enhance our platform, and to rapidly advance our precision medicine pipeline of product candidates. The key elements of our strategy are to:

Rapidly advance our lead precision oncology programs, RLY-1971, RLY-4008, RLY-PI3K1047, through clinical development and regulatory approval. We believe our lead precision oncology programs have the potential to be first-in-class or best-in-class agents and to treat a wide variety of cancers either as monotherapy or in combination regimens. In the first quarter of 2020, we initiated a Phase 1 clinical trial of RLY-1971 and expect to initiate a Phase 1 clinical trial for RLY-4008 in the second half of 2020. In 2021, we expect to have early safety and efficacy data for RLY-4008, to have additional clinical data for RLY-1971 informing future development plans and to be in IND-enabling studies for our RLY-PI3K1047 program. We plan to conduct our clinical studies in genetically-defined patient populations. To potentially mitigate development risks, we will leverage learnings from recently approved precision oncology drugs to inform the clinical and regulatory pathways for our lead oncology programs. If we are successful in achieving clinically meaningful anti-tumor activity across solid tumor types, we plan to meet with regulatory authorities to discuss expedited regulatory approval strategies.

Continue to enhance our unique drug-discovery platform. Our Dynamo platform uniquely integrates a broad range of leading-edge experimental and computational technologies and tools, providing us with fundamental insights into the conformational dynamics of target proteins. We are committed to continuously integrating new computational and experimental tools, technologies and capabilities to enhance the power of our Dynamo platform.

Harness the insights and data generated from our platform against intractable targets in oncology and other therapeutic areas. We have built a drug discovery process that leverages our collaboration with D. E. Shaw Research and their access to the Anton 2 supercomputer and our proprietary computational workflows. We are committed to deploying our Dynamo platform against targets in additional therapeutic areas beyond oncology. Our next focus, outside of oncology, is on rare genetic diseases where protein targets are genetically validated, where defects in protein conformational dynamics are abundant, and where we believe our approach is well-suited to identify therapies with the potential to have transformative impact for patients.

Selectively enter into strategic collaborations to maximize the value of our platform and pipeline. We retain full development and commercialization rights to our pipeline of precision medicine programs. We intend to build a fully integrated biopharmaceutical company and independently pursue the development and commercialization of our key product candidates. Given our potential to generate novel product candidates addressing a wide variety of therapeutic indications, we may enter into strategic partnerships around certain targets, product candidates, disease areas or geographies, if we believe these collaborations could accelerate the development and commercialization of our product candidates, and allow us to realize additional potential in our product candidates and our platform.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our Team

Our company was founded and continues to be supported by world-class scientific advisors, including Dr. Matt Jacobson, Dr. Mark Murcko and Dr. Dorothee Kern, as well as by D. E. Shaw Research, led by chief scientist Dr. David E. Shaw. We are leaders in leveraging insights into the dynamic behavior of proteins in drug discovery. We have assembled a scientific team with extensive expertise in leading-edge experimental and computational drug discovery approaches, as well as a development team with extensive experience in the pre-clinical development, translational medicine and clinical development of precision oncology medicines. In aggregate, our team has previously submitted over 70 INDs and 20 NDAs and contributed to the development of more than 20 approved products. Our President and Chief Executive Officer, Dr. Sanjiv K. Patel, has more than 15 years of experience in the biopharmaceutical industry, and has led our key business operations and strategic corporate planning activities since 2017. Dr. Don Bergstrom, our Head of Research and Development has more than 15 years of experience in the biopharmaceutical industry and has held various leadership positions at other companies in oncology drug discovery, development, and translational medicine. Members of our management team have held leadership positions at companies that have successfully discovered, developed and commercialized therapies for various cancers and devastating rare diseases. These companies include Allergan, Algeta, Blueprint Medicines, Eli Lilly, Merck, Novartis, Sanofi, and Vertex. Through April 30, 2020, we have raised approximately $520 million supported by a leading syndicate of investors, including SoftBank Vision Fund, Third Rock Ventures, an affiliate of D. E. Shaw Research, BVF Partners, Casdin Capital, EcoR1 Capital, Foresite Capital, GV, Perceptive Advisors, Alexandria Equities, Tavistock, and Section 32.

Background of Precision Medicine

For most of the past 50 years, the study of the link between genes and disease was focused predominantly on rare, single-gene, inherited diseases. This was primarily due to the limitations of the available tools to interrogate the genome. The completion of the Human Genome Project in 2003, however, began to transform our understanding of genetic alterations, protein dysfunction and disease pathobiology, thereby marking the advent of precision medicine.

The successful sequencing of the human genome relied upon critical advances in computing power and experimental techniques. The constant evolution of these foundational computational and experimental capabilities has led to exponential growth in the molecular understanding of disease, that is, the ability to elucidate a disease's underlying biological dysfunction on a genetic level. For example, over 125 specific genetic alterations across 10 key cellular signaling pathways have been identified across eighty-nine percent of solid tumors. In addition, we now know that over 4,000 individual genetic alterations, and their associated protein defects, cause over 7,000 rare inherited diseases.

The ever-deeper insights into the molecular basis of disease have ushered in the current era of precision medicine and, more specifically, precision oncology. The pioneering success in precision oncology was the approval of Gleevec, which is used to treat a rare type of leukemia called chronic myelogenous leukemia (CML) and was shown to improve response rates for patients from 55% to 95% over the standard of care. In the late 2000's and early 2010's, clinical evidence began to emerge implicating specific target proteins such as ALK, EGFR, RET, ROS, TRK and others in causing cancer. When the industry progressed from first-generation multi-kinase inhibitors of these target proteins to subsequent generation inhibitors, we learned another important lesson: the ability of a drug to specifically and deeply inhibit the protein target of interest while minimizing the inhibition of other closely related protein targets can result in a profound difference in outcome. A key example of this is seen in two drugs targeting the altered protein RET. One is a non-specific drug, cabozantinib, and the other is a purpose-built, specific drug, selpercatinib. Seplercatinib increased tumor response rate to 68% from the 28% demonstrated for cabozantinib. Even with successes like these, progress against the broader genetically validated target universe has been slow.

We believe the slow progress against the large list of genetically validated targets is fundamentally due to the reliance on conventional drug discovery tools, such as structure-based drug design (SBDD). While SBDD is

well-suited to solving some drug discovery problems such as orthosteric site kinase inhibitors, its reliance on static images of protein fragments limits its ability to gain accurate insights into the dynamic behavior of proteins in their natural state, which in turn limits its ability to discover medicines with exquisite specificity.

Protein Motion in Disease

The human genome encodes tens of thousands of different proteins. Proteins are molecular machines that control our most vital cellular functions and to adopt unique structures as determined by their amino acid sequence. However, proteins are not static objects. They are in constant motion, dynamically adopting ensembles of different conformations. The concept that appropriate protein conformational dynamics, or protein motion, are essential to healthy biological function dates to the 1960s with the understanding that certain proteins have to adopt multiple conformations to carry out their function within the body. For example, in the case of hemoglobin, a well-studied oxygen carrier protein, it was observed that binding of an oxygen molecule modulated hemoglobin's conformation to increase its affinity for additional oxygen molecules. The transition between protein conformations can either occur at relatively short timescales (nanoseconds) or long timescales (seconds) and across varying scales of distance (angstroms to micrometers). Importantly, subtle differences in protein conformational dynamics (on the order of a few angstroms) have been observed in otherwise structurally similar proteins. In addition to these small-scale changes, global motion of proteins can create on and off-states that can be dynamically regulated.

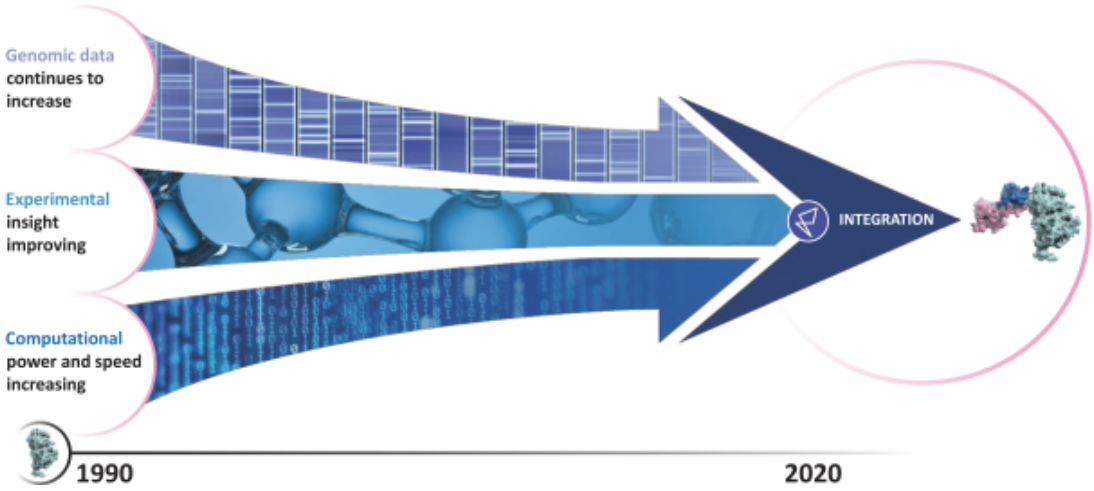
Defects in the conformational dynamics of proteins have been implicated in up to 40% of all diseases. For example, in oncology, gene fusions of receptor tyrosine kinases can result in aberrant protein conformations, such as stable dimerization, which then lead to elevated kinase activity and cancer cell growth. Protein conformational defects can also decrease the activity of proteins. Despite the well-accepted importance of protein conformational dynamics in health and disease, tools to study dynamics have only recently matured. Typical efforts to understand protein structure rely on studying proteins in highly ordered crystals with structural data collected at cryogenic temperatures (-173 °C), resulting in the observation of proteins as static, rigid molecules. However, because proteins can adopt a multitude of conformational states, their biologically active conformations may be poorly represented by a crystal structure. Therefore, these rigid structures do not accurately represent the dynamic nature of a protein in its biological context, which could impede drug design.

Our Dynamo Platform

The continued and rapid development of new experimental techniques, such as room-temperature crystallography, and computational techniques, such as molecular dynamics and machine learning, is now enabling the deep understanding of protein motion to discover new therapeutic agents. Dynamo was built to capitalize on these recent advances to develop medicines against protein targets with greater specificity and potency. Using our Dynamo platform, we pivot from industry standard SBDD, which is based on static structures and often relies on incomplete protein fragments, to a novel drug-discovery paradigm based on fundamental insights into protein motion, which we term Motion Based Drug Design (MBDD). We leverage insights from our platform to develop novel, motion-based hypotheses for how to drug target proteins. We can then more rapidly identify and optimize effective lead compounds by integrating powerful experimental and computational tools to sample a much broader range of chemical space than is possible using conventional approaches, which are labor intensive and require significant experimental effort.

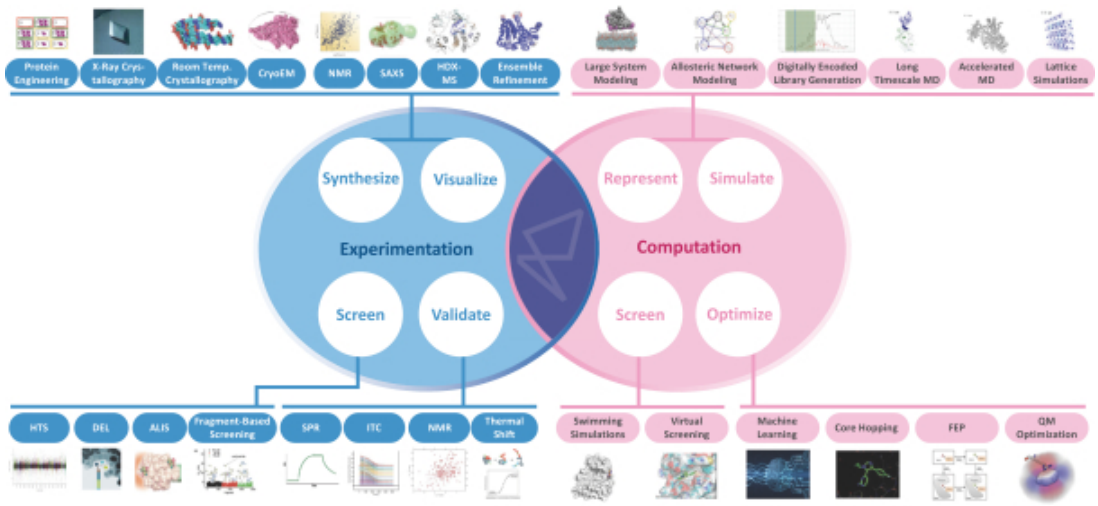
In 2016, the confluence of three forces - the proliferation of readily available genomic data, the evolution of experimental techniques, and advances in computational power and speed - led to the founding of Relay Therapeutics. We believe we are uniquely positioned to consolidate these advances and, when combined with our world-class team of experimental and computational experts, integrate these solutions in motion-based drug discovery.

FOIA CONFIDENTIAL TREATMENT REQUESTED



Our platform integrates a broad and tailored array of leading-edge experimental and computational approaches to gain fundamental insights into protein function (**Figure 1**).

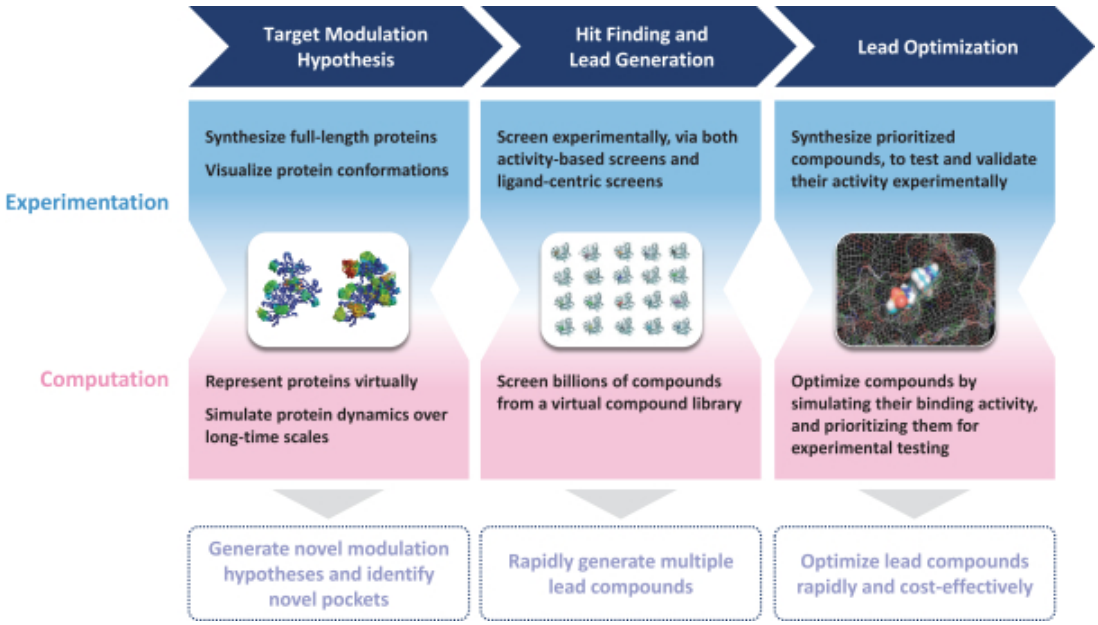
Figure 1: Dynamo drug-discovery platform integrates leading-edge experimental and computational tools.



We deploy the power of our Dynamo platform in three key phases of MBDD discovery (**Figure 2**). We first generate a target modulation hypothesis by developing a detailed mechanistic understanding of the dynamic behavior of the target protein and by identifying pockets where binding of a small molecule can impact protein function. Our platform then aids in the efficient generation of lead compounds through an integrated system of experimental and virtual screens. This enables rapid lead optimization by computationally prioritizing compounds for experimental evaluation. And, because each cycle generates new learnings for both our team and our underlying machine learning models, our successful iteration of this process continuously improves our understanding of protein motion which leads to a more effective and efficient drug discovery process.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 2: Dynamo can be deployed across the various stages of drug discovery to provide novel insights and accelerate drug discovery.



Target Modulation Hypothesis

Our first step is to establish a *target modulation hypothesis* for our protein target of interest.

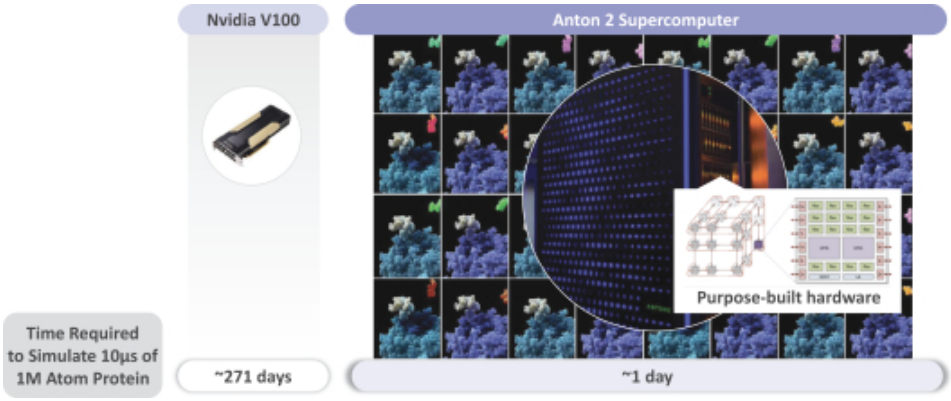
For each target, the initial goal is to better understand the structure and conformational dynamics of all domains of a protein to generate the target modulation hypothesis. The process typically begins by expressing full-length proteins so we can fully understand the roles of specific domains and accurately capture the differences between the wild-type and mutant forms of the protein (or of different isoforms, etc.). We use a range of leading-edge structural biology techniques (e.g., room temperature X-ray crystallography, Cryo-EM) to visualize these protein conformations in the most physiologically representative context possible. The resulting data allow us to better visualize full-length proteins at atomic resolution. This comprehensive and dynamic visualization enables us to identify potential areas of interest in a protein target that can be exploited in the drug discovery process.

Using a range of protein visualization methods, we can generate a rich experimental understanding of the dynamic conformations of the target protein of interest. We can deploy these experimental data sets in an industry-leading computational platform to generate virtual simulations (molecular dynamics) of the full-length protein moving over long timescales. Long timescale molecular dynamics simulations informed by the experimentally derived protein structural data help us better understand how proteins move and change shape over time. Our collaboration with D. E. Shaw Research, provides us with access to Anton 2, their proprietary supercomputer that was custom-built for performing molecular dynamics simulations – a technique that calculates the forces between each atom and every other atom in a given system at discrete time points in order to model behavior over time. We use MD simulations to predict the behavior of a given protein system, and with our collaborators we have simulated systems of up to 1 million atoms at time slices of 2.5 $x10^{-15}$ seconds. The individual time slices are then stitched together to create a high definition movie of the target protein over biologically relevant timescales, typically tens of microseconds. Other drug discovery approaches may use molecular dynamics, but they are limited to less than $1/100^{th}$ of the timescale of our simulations. A 10

FOIA CONFIDENTIAL TREATMENT REQUESTED

microsecond simulation of a 1 million atom benchmark protein (satellite tobacco mosaic virus), which requires one day of processing on the Anton 2, would require 271 days on conventional hardware (Nvidia V100) (**Figure 3**).

Figure 3: The Anton 2 supercomputer enables Relay Therapeutics to simulate the motion of significantly larger biomolecules in far shorter periods of time compared to conventional forms of computation (e.g., GPUs and cloud computing).



After understanding the dynamics of the target protein, we focus on identifying mechanisms to modulate the protein with a small molecule drug. There are multiple ways that a small molecule drug may bind to a target protein to impact its function. Molecules bind to a protein by interacting with amino acids which are often situated in a cavity on the protein's surface, called a pocket. Most small molecule drugs modulate the function of the target protein by binding to the pocket that directly mediates the protein's activity ("active" site). We leverage our platform to identify novel pockets that are not the active site but do impact protein function, so called "allosteric" sites. These binding sites are often part of an allosteric regulatory network that we can elucidate through a combination of computationally derived hypotheses and laboratory experiments on full-length proteins. Our ability to identify novel druggable pockets that have not previously been observed provides new handles for gaining isoform or mutant selectivity.

Our understanding of protein motion and modulation from our Dynamo platform informs the strategy and tools we employ for hit finding and lead generation phases.

Hit Finding and Lead Generation

Once we have identified potential binding pockets and established a target modulation hypothesis, we then transition into hit finding and lead generation, where the goal is to identify a molecule that can serve as the starting point for a new drug.

Our Dynamo platform leverages our motion-based functional understanding of target proteins to enable the design of physiologically relevant activity-based and ligand-centric screens. These experimental measurements of biochemical or biophysical activity are then used to identify molecules to modulate our protein targets. Our Dynamo platform encompasses a variety of screening techniques to identify chemical starting points.

In parallel to our experimental screening efforts, we have made investments in our infrastructure that enables us to use cloud-computing to screen billions of molecules from a virtual compound library in days. The vast number of virtual molecules enables us to sample a much wider diversity of chemical space than would be possible through conventional methods.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Given the powerful hit finding approaches we utilize, we are able to generate a broad diversity of novel small molecules that act via our motion-based target modulation hypothesis and are ready to progress into lead optimization.

Lead Optimization

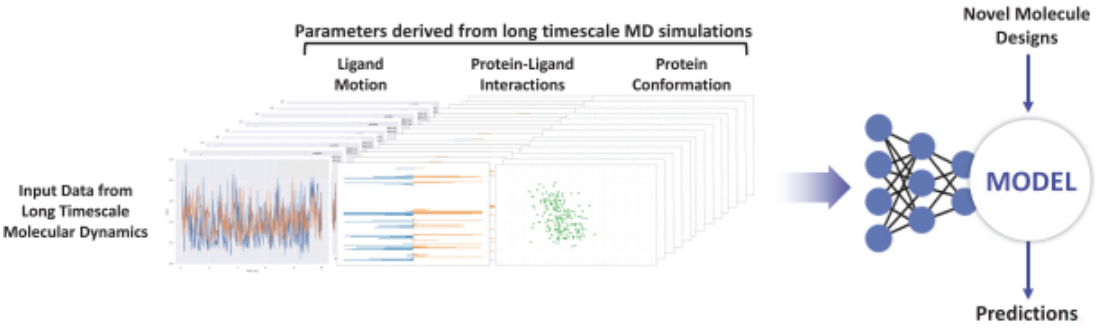
Once we have identified a chemical starting point and generated a lead compound, optimization is necessary to obtain a molecule that has the desired characteristics. Our Dynamo platform uses advanced computational models in tight integration with our medicinal chemistry, structural biology, enzymology and biophysics capabilities to predict and design the compounds that will achieve the most desirable characteristics, including potency, selectivity, bioavailability, and drug-like properties. Conventional optimization of small molecule lead compounds involves a highly iterative process that includes designing and synthesizing thousands of closely related compounds and experimentally testing them in the lab. This process is time consuming and requires significant experimental effort and expense.

During optimization, we leverage long timescale MD simulations to study binding pocket dynamics and to test analogs of our lead compound to prioritize which ones to synthesize and test experimentally.

Once we have made and tested compounds in the lab, we can compare them to our computational predictions. Over time we can improve our computational predictions using the data that we generate experimentally. We believe that this integration of our long timescale molecular dynamics simulations with experimental data accelerates our lead optimization process.

The Anton 2 supercomputer, that we access through our collaboration with D. E. Shaw Research, makes it possible to run thousands of simulations, which generate vast datasets. To take maximum advantage of this data, we use machine learning algorithms to establish relationships between molecular interactions observed in the simulations and biological activity observed in experiments. In **Figure 4** we show how a machine learning model can be trained based on multiple parameters, including ligand motion, protein-ligand interactions and protein conformation, collected during long timescale MD simulations of molecules interacting with our target protein. This model can then be used to make predictions to prioritize the synthesis of new molecules.

Figure 4. Data from long timescale molecular dynamics simulations are used to train machine learning models that can prioritize the next set of molecules to test.



Benefits of Dynamo Platform

Our Dynamo platform was built with the belief that integrating leading-edge computational and experimental approaches would unlock new insight about protein dynamics and ultimately the drug discovery process. We have shown multiple times that we can use this approach to develop novel target modulation hypotheses,

FOIA CONFIDENTIAL TREATMENT REQUESTED

generate a broad range of molecular starting points, and rapidly optimize potential drugs. **Figure 5** illustrates the timelines for our first two programs relative to conventional drug discovery. In general, it takes 3 to 5+ years to advance from a validated hit to a development candidate (DC). For our programs, however, we were able to advance from hit to DC in 2 years for RLY-1971 and 18 months for RLY-4008. In addition to the advantage of speed, as compared to conventional SBDD, our platform enables us to explore a greater diversity of chemical space, as illustrated by the number of chemical series. This breadth increases the intellectual property landscape that we cover and improves our ability to identify development candidates with optimal drug-like properties.

Figure 5: The Relay Therapeutics Dynamo platform compared to conventional drug discovery approaches.

Our Therapeutic Opportunity

While our Dynamo platform could potentially be applied to a wide range of disease-associated protein targets, we currently focus on precision medicine targets, for which alterations in specific genes are known to cause disease. The genetic diseases we pursue include cancers with clear genetic driver alterations in the tumor genome, as well as monogenic diseases where the causal mutations are present at birth.

Precision Oncology

Our initial focus is in the area of precision oncology where we have seen initial proof of platform in our leading precision oncology pipeline. Over 125 genetic driver alterations across 10 canonical cellular signaling pathways have been identified in eighty-nine percent of tumors. Targeting these genetic drivers could lead to clinically meaningful responses in patients. However, most of these targets have been intractable to conventional drug discovery approaches or are inadequately drugged by approved therapies. We believe our platform has the potential to address many of these targets by leveraging novel insights into protein dynamics.

Monogenic Diseases

Thousands of monogenic (change in a single gene) diseases exist and affect millions of individuals worldwide. Over 4,000 individual genetic drivers, and their associated protein defects, cause over 7,000 rare monogenic phenotypes. However, since 1996, the FDA has approved fewer than 70 therapies to specifically treat these conditions, presenting a vast unmet therapeutic need. We believe our Dynamo platform has the potential to address many of these targets.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Other Precision Medicines Opportunities

The decreasing cost and increasing resolution of genomic data have identified hundreds of additional actionable genetic targets beyond precision oncology and monogenic disease. These include genetically-defined subpopulations of more common diseases in neurology, immunology and other therapeutic areas. We believe that there are multiple genetically-validated targets in these disease areas that are unaddressed by approved therapies, representing an area of significant unmet need. We believe our Dynamo platform has the potential to address many of these targets.

Our focus on addressing the genetic drivers of disease, also referred to as genetically validated targets, confers several advantages, including:

Clear causal link to disease: Genetic diseases offer an unambiguous causal link between the mutational alteration in a specific gene, disease biology, and a patient's symptoms, such that the translational medicine hypothesis is well-validated at the beginning of a drug discovery program.

Precision medicine opportunity: Because of the strong link between specific genetic alterations and disease symptoms, it is possible to precisely target therapy to genetically identifiable patients who are most likely to respond favorably to a precision medicine.

Increased translational success: We believe that the ability to precisely target therapy to patients who are most likely to respond favorably to treatment will, in turn, increase the likelihood of successfully translating a specific pharmacological mechanism into clinical benefit.

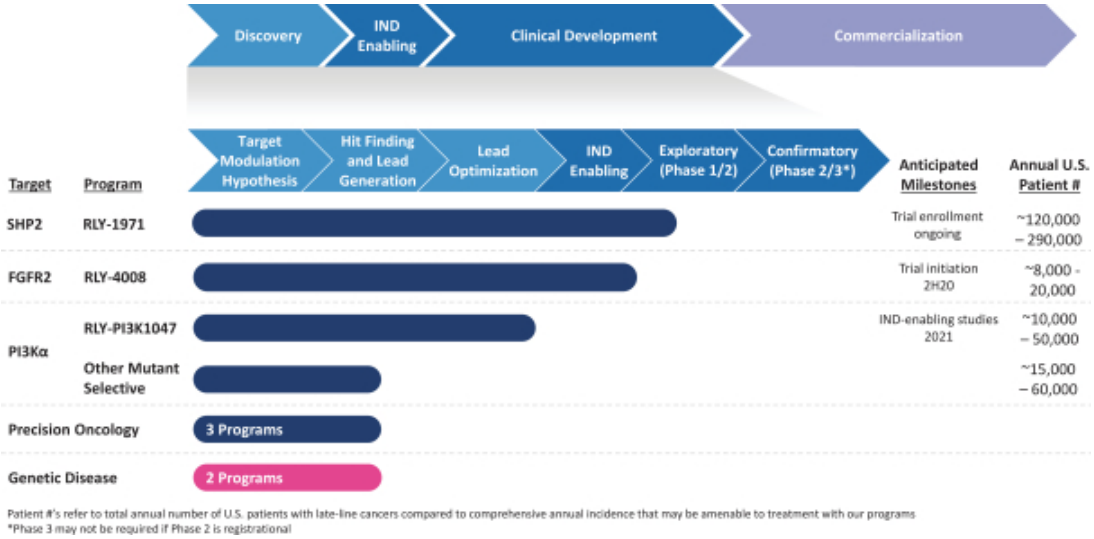
While we have initially focused our efforts on small molecule therapies, our Dynamo platform could also be readily deployed towards the discovery of other therapy types, such as large molecules including peptide or protein therapeutics.

Our Product Pipeline and Programs

We have deployed our Dynamo platform to initially focus on the area of precision oncology. To date, we have generated several promising precision oncology, orally available, small molecule product candidates that address previously intractable oncogenic targets. Our lead programs are targeting a range of driver alterations to treat various cancers that we believe can have a greater probability of translational success because they are genetically or clinically validated. The targets associated with all of our current programs are Category 1 Targets under our Collaboration and License Agreement with D. E. Shaw Research, as amended. See "Business—Collaboration and License Agreement with D. E. Shaw Research, LLC." In addition, we are also advancing several early programs focused on other precision oncology and rare genetic disease targets. We retain worldwide development and commercialization rights to all our programs.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The following table summarizes our current portfolio of product candidates and programs.



Our Programs

RLY-1971, an inhibitor of SHP2

Overview

RLY-1971 is designed to be an oral, small molecule, potent and selective inhibitor of the protein tyrosine phosphatase SHP2 that binds and stabilizes SHP2 in its inactive conformation. SHP2 promotes cancer cell survival and growth through the RAS pathway by transducing signals downstream from receptor tyrosine kinases (RTKs). Additionally, activating SHP2 mutations result in enhanced signaling in the absence of ligand stimulation and has been identified as oncogenic drivers in a range of tumors. As a critical signaling node and regulator, SHP2 drives cancer cell proliferation and plays a key role in the way cancer cells develop resistance to targeted therapies. We believe that inhibition of SHP2 could be effective as a monotherapy in cancers with specific alterations and could block a common path that cancer cells exploit to avoid killing by other antitumor agents, thus overcoming or delaying the onset of resistance to those therapies. We are currently evaluating the safety and tolerability of RLY-1971 in a Phase 1 dose escalation study in patients with advanced or metastatic solid tumors. We anticipate providing an update on clinical data and the clinical development plan in 2021. Given the range of cancers that are related to SHP2 dependence, we believe, in addition to its use in monotherapy settings, our therapy has the potential to serve as a combination backbone therapy.

We estimate that, across all solid tumors, there are approximately 68,000 late-line patients annually in the U.S. who might benefit from a SHP2 targeted inhibitor as a monotherapy. Additionally, we estimate there are more than 56,000 late-line patients annually in the U.S. with advanced lung cancer who might benefit from a combination of RLY-1971 with another targeted inhibitor. This results in approximately 120,000 late-line cancer patients annually in the U.S. that may benefit from RLY-1971. In the future, if RLY-1971 advances to earlier lines of treatment, we believe it could be applied in the treatment of approximately 290,000 patients annually in the U.S.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 6: SHP2 monotherapy and combination therapy addressable patient populations

SHP2 Monotherapy in Advanced Solid Tumors						
Genetic Alteration % Biomarker Frequency [1]	KRAS Amplifications 3.0%	$KRAS^{G12C}$ mutant 3.4%	$KRAS^{G12A}$ mutant 1.0%	$BRAF^{Class\ 3}$ mutant 0.8%	NF1 LOF 4.4%	Total
Late Line Incidence in Advanced Solid Tumors [2]	16,000	19,000	5,000	4,000	24,000	68,000
Comprehensive Incidence in Advanced Solid Tumors [3]	47,000	53,000	16,000	13,000	69,000	198,000

SHP2 Combination in Advanced Lung Cancer							
Genetic Alteration % Biomarker Frequency [1]	$KRAS^{G12C}$ mutant 11.2%	EGFR mutant 14.1%	ALK Translocated 2.9%	MET mutant 2.5%	HER2 mutant 2.3%	PI3Kα mutant 6.4%	Total
Late Line Incidence in Advanced Lung Cancer [2]	16,000	20,000	4,000	4,000	3,000	9,000	56,000
Comprehensive Incidence in Advanced Lung Cancer [3]	26,000	32,000	7,000	6,000	5,000	15,000	91,000

1) Data reflects our estimate of biomarker frequency in advanced solid tumors (monotherapy) and advanced lung cancer (combination). Estimated frequency percentages are based on counts of known/likely functional alterations in the Foundation Medicine Insights database. 2) Based on projected cancer deaths in all solid tumors from the National Cancer Society's SEER database as a proxy for late-line cancer patient incidence. 3) These data are based on projections from the National Cancer Society's SEER program for estimated new cases of advanced solid tumors and advanced lung cancer.

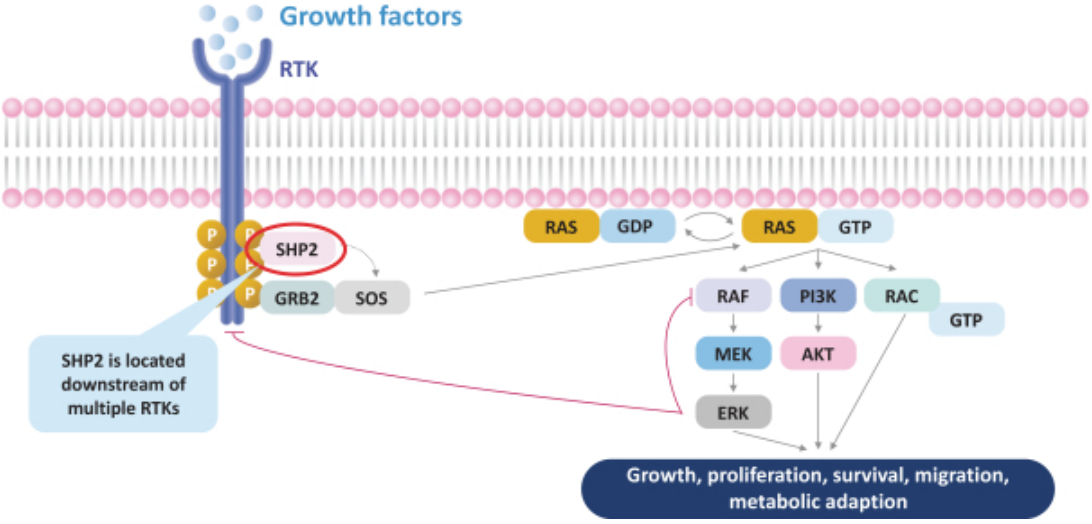
SHP2: a central regulator of cell signaling

SHP2 is a protein tyrosine phosphatase that plays a critical role in the transduction of intracellular signals downstream from receptor tyrosine kinases (RTKs), promoting cell survival and growth through the RAS pathway. SHP2 was the first phosphatase identified as a recurrently mutated oncogene, providing genetic support for the importance of SHP2 activation in promoting cancer. In addition to the central role of SHP2 in RTK signaling, some alterations in the RAS signaling pathway amplify signals transmitted by SHP2 and can therefore be suppressed by SHP2 inhibition. These include specific mutant forms of RAS (KRAS G12C and KRAS G12A), genomic amplification of wild-type KRAS, loss-of-function mutations in NF1, and class 3 mutations in BRAF. Consequently, there are multiple cancer genetic contexts where SHP2 inhibition could be beneficial as a monotherapy.

A key feature of SHP2 as an oncology target is its ability to regulate cell signaling that arises from multiple RTKs (**Figure 7**). Therapies targeted to these RTKs, and therapies targeting downstream nodes such as PI3K, KRAS and MEK, are often unable to durably inhibit tumor growth because these tumors are able to bypass the targeted RTK and shift growth factor signaling to an alternate RTK, rendering them less sensitive to the targeted therapy. This is generally referred to as bypass resistance. Because SHP2 regulates the activity of multiple RTKs, inhibition of SHP2 is an effective way to overcome bypass resistance as confirmed by cellular and animal model experiments. Indeed, added benefit of SHP2 inhibition has been demonstrated pre-clinically in combination with multiple agents, such as those targeting MEK, $KRAS^{G12C}$, EGFR, and ALK. We believe our SHP2 inhibitor has the potential to become a commonly used combination partner with multiple targeted therapies including those in our own pipeline.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 7. SHP2 regulates the activity of multiple receptor tyrosine kinases (RTKs).



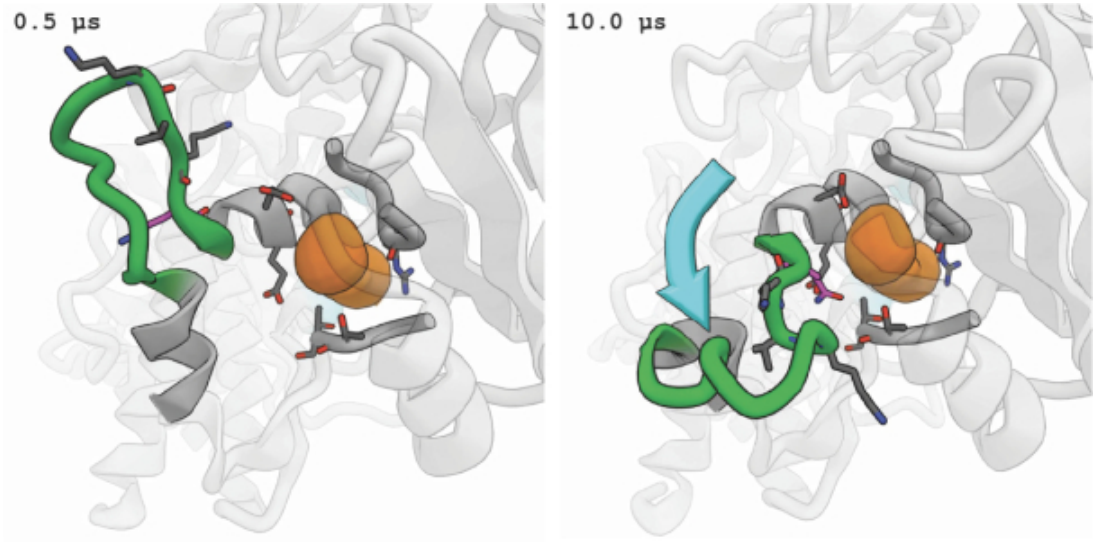
Our solution, RLY-1971

RLY-1971 is a potent small molecule inhibitor of SHP2 that binds and stabilizes SHP2 in its inactive conformation.

We utilized a combination of experimental and computational techniques to identify unique inhibitors. For example, using long timescale MD simulations we were able to understand changes in the dynamics of the binding pocket over time that would not have been appreciated with shorter timescale simulations (**Figure 8**). Informed by high-resolution room-temperature x-ray crystallographic data, we created a virtual representation of our lead molecule bound to the SHP2 protein. We then simulated this system over long timescales. As shown in Figure 20, we observed that a loop (green) to the left of the small molecule (orange) moves down towards the molecule over the course of the simulation. Our medicinal chemists were then able to leverage this understanding in their designs to create a more potent inhibitor of SHP2. Importantly, this loop cannot be resolved using conventional x-ray crystallography. Therefore, relying on standard techniques could deprive medicinal chemists of a critical insight as they attempt to design improved compounds.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 8: We depict a small molecule docked in a representation of the SHP2 protein where there is a green loop visible to the left of the small molecule (orange). A 500 ns MD simulation (0.5 µs) shows that the green loop is far away from the small molecule (left). A longer simulation (10.0 µs), reveals that the loop flips downwards, close to where the small molecule binds (right).



We then prioritized compounds with the best predicted binding to SHP2 over a 10 µs molecular dynamics simulation and tested the most stable compounds in our biochemical assay. This enabled filtering and prioritization of candidate molecules, resulting in the identification of RLY-1971, our clinical-stage compound. RLY-1971 potently inhibits SHP2 phosphatase activity (750 pM IC_{50}) in a biochemical assay designed to monitor dephosphorylation of a probe substrate. RLY-1971 also potently inhibits SHP2 in cellular assays, as measured by inhibition of ERK1/2 phosphorylation at Thr202/Tyr204 (1.3 nM IC_{50} in KYSE-520, an EGFR amplified gastric cancer cell line), and by inhibition of cancer cell proliferation (70 nM IC_{50} in KYSE-520 and 11 nM IC50 in NCI-H358, a $KRAS^{G12C}$ mutant NSCLC cell line) (**Figure 9**).

Figure 9: RLY-1971 potently inhibits SHP2 in biochemical and cellular assays.

Biochemical IC_{50}	Cellular PD (pERK)	Cellular Proliferation IC_{50}	
		NSCLC NCI-H358	Gastric KYSE-520
WT SHP2	KYSE-520	$KRAS^{G12C}$	EGFR amplification
0.70 nM	1.3 nM	11.0 nM	70.0 nM

RLY-1971 shows minimal inhibition of targets other than SHP2. RLY-1971 has bioavailability suitable for oral dosing, is metabolically stable, and demonstrates favorable pharmacokinetic properties in preclinical *in vivo* models. We do not predict that RLY-1971 will have significant drug-drug interactions based on weak inhibition of drug metabolizing enzymes. It is readily synthesized in bulk, can be formulated for oral delivery, and was well-tolerated in animal models.

We believe the key differentiating features of RLY-1971 from other SHP2 inhibitors in clinical development are:

- Chemical distinctiveness: it is chemically distinct from other SHP2 inhibitors in clinical development
- Potency: it is the most potent inhibitor of SHP2 disclosed to date, at 750 pM IC_{50} inhibition of SHP2 phosphatase in biochemical assays

FOIA CONFIDENTIAL TREATMENT REQUESTED

- Dosing potential: projections of human pharmacokinetics suggest RLY-1971 will be amenable to continuous once daily dosing at relatively low active doses

RLY-1971 as a monotherapy

Given the known cancer mutations in SHP2 and previous studies using SHP2 inhibitors, SHP2 inhibition may be active as a monotherapy in certain genetic alterations. SHP2 inhibition has been shown in third party studies to result in tumor stasis or regression in preclinical xenograft models of tumors harboring KRAS genomic amplification, $KRAS^{G12C}$ mutations , $NF1^{LOF}$ mutations, or $BRAF^{Class3}$ mutations. Consistent with these findings, in our internal pre-clinical studies, RLY-1971 potently inhibited the proliferation of a panel of cancer cell lines driven by KRAS mutations that require signals transmitted by SHP2 ($KRAS^{G12C}$ and $KRAS^{G12A}$) but was inactive in cancer cell lines driven by other KRAS mutations that do not require SHP2 signals ($KRAS^{G12D}$) (**Figure 10**).

Figure 10. Inhibition of proliferation by RLY-1971 in cancer cell lines driven by KRAS mutations. Mutations that require SHP2 signals are potently inhibited by RLY-1971, whereas mutations that do not require SHP2 signals are insensitive to RLY-1971.

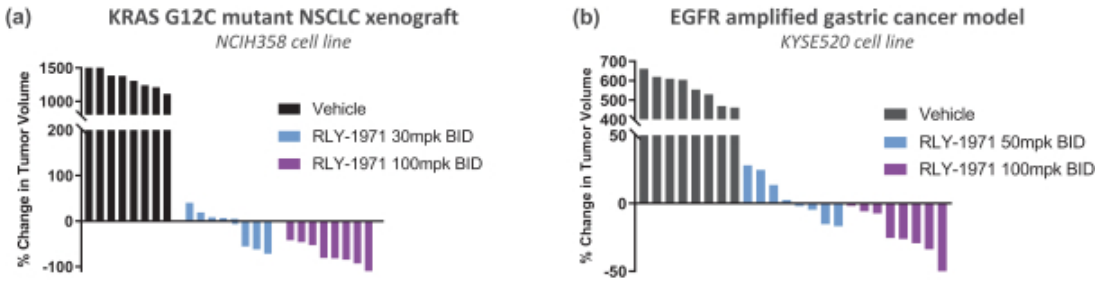
	Cell Line	Indication	RLY-1971 IC50 (nM)
SHP2 dependent	KRAS G12C		
	MIAPACA2	PDAC	3
	NCIH358	Lung	11
	SW1573	Lung	18
	NCIH23	Lung	43
	SW1463	Colon	15
	SW837	Colon	19
	KRAS G12A		
	NCIH1573	Lung	14
	RERFLCAD 1	Lung	14
Non-SHP2 dependent	KRAS G12D		
	A427	Lung	1230
	SKLU1	Lung	10000
	HCC1588	Lung	10000

A panel of KRAS-G12 mutant cancer cell lines were grown in 3D spheroids and treated with RLY-1971 in a proliferation assay. KRAS-G12C and G12A mutations retain intrinsic GTPase activity and therefore require SHP2 signaling, whereas the KRAS-G12D mutation does not.

FOIA CONFIDENTIAL TREATMENT REQUESTED

To demonstrate activity of RLY-1971 as a single agent *in vivo*, we tested it in multiple cancer xenograft mouse models. Consistent with our *in vitro* data and the role of SHP2 as a critical mediator of RTK signaling, we observed that RLY-1971 induced regression in cancer xenograft models harboring a $KRAS^{G12C}$ mutation or genomic amplification of EGFR when administered on a continuous dosing schedule (**Figure 11**).

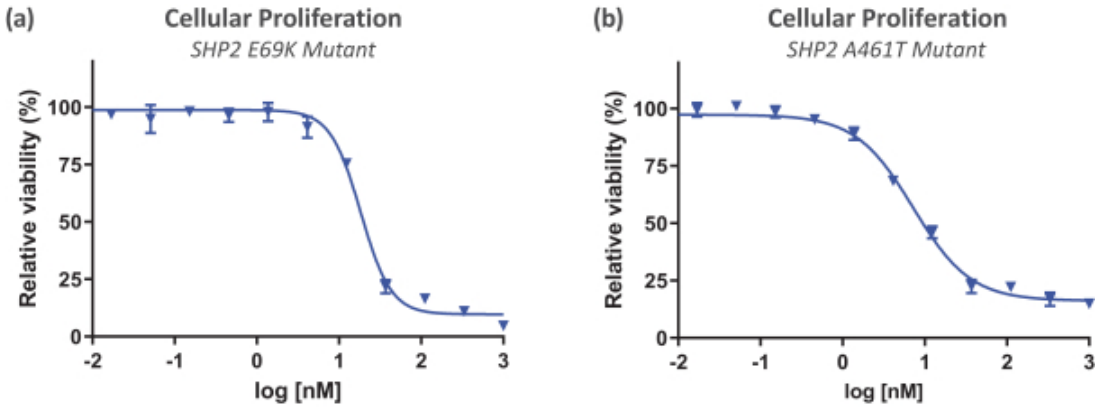
Figure 11. RLY-1971 induces regression in KRAS G12C mutant and EGFR amplified cancer xenograft models.



Anti-tumor activity of RLY-1971 dosed twice daily by oral administration (PO BID) in **(a)** the KRAS G12C mutant NSCLC xenograft model NCIH358 and **(b)** the EGFR amplified gastric cancer xenograft model KYSE-520. RLY-1971 resulted in dose-dependent anti-tumor activity and regression in both models. Data represent waterfall plots of individual end of study tumors, with tumor volume expressed as percent change relative to initial tumor volume. Each animal is represented as a separate bar (number of mice per group = 8).

In addition, RLY-1971 potently inhibited the proliferation of cancer cell lines engineered to express known cancer mutations in SHP2 (**Figure 12**). These mutations bias SHP2 towards an open, active conformation in direct opposition to the allosteric inhibition effected by RLY-1971. Overcoming the effect of these activating mutations with a small molecule inhibitor requires a highly potent compound. RLY-1971 has been designed as a highly potent inhibitor of SHP2 and retains nanomolar potency against clinically relevant activating mutations of SHP2. This could facilitate development of RLY-1971 in rare patient populations carrying SHP2 mutations. We also anticipate, based on experience with other precision oncology small molecule agents, that emergence of on-target mutations can be a method of acquired drug resistance in the clinic. We hypothesize that the potency of RLY-1971 against activating mutations of SHP2 could result in more durable benefit by suppressing the emergence of resistant cell populations with SHP2 resistance mutations.

Figure 12. RLY-1971 inhibits the proliferation of cells expressing known SHP2 activating mutations.



FOIA CONFIDENTIAL TREATMENT REQUESTED

Inhibition of proliferation by RLY-1971 in TF1 cancer cells expressing known cancer mutations in SHP2. TF1 cells were engineered to express the SHP2 mutations **(a)** E69K (IC50 = 18.4 nM) or **(b)** A461T (IC50 = 7 nM) and treated with RLY-1971 in a 2D proliferation assay.

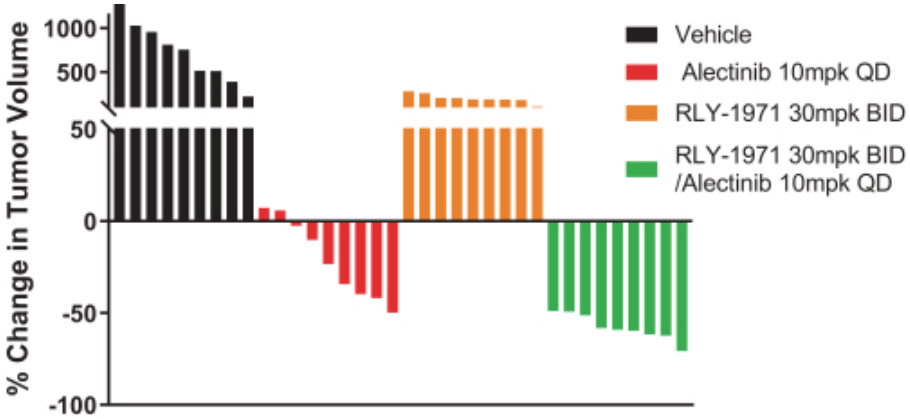
RLY-1971 as a combination therapy

Given the role of SHP2 in mediating bypass resistance, we believe that SHP2 inhibitors have significant therapeutic potential when given in combination with other targeted therapies. Due to the increased potency and broader mutational coverage of next-generation targeted therapies, lower rates of on-target resistance have been observed in the clinic, with a greater number of patients progressing due to bypass resistance. An example of this is seen with EGFR inhibitors, where first-generation inhibitors (erlotinib and gefinitib) have significantly greater on-target resistance compared to a third-generation inhibitor (osimertinib). As SHP2 is involved in signaling for numerous oncogenes, including EGFR, $KRAS^{G12C}$, ALK and MET, combination therapy with RLY-1971 represents a potential significant therapeutic opportunity.

Consistent with the role of SHP2 in RTK signaling in NSCLC, in our pre-clinical experiments, RLY-1971 demonstrated combination benefit in cell culture experiments when co-administered with inhibitors of MEK, ALK, or EGFR.

To demonstrate combination benefit with our SHP2 inhibitor *in vivo*, we combined RLY-1971 with the ALK inhibitor alectinib in an ALK-translocated NSCLC xenograft mouse model (NCIH3122) that was derived *in vitro* to have reduced sensitivity to ALK inhibition (**Figure 13**). DNA sequencing did not reveal new ALK mutations in the cell line. Therefore, these cells likely have reduced sensitivity due to a bypass mechanism. The combination of RLY-1971 with alectinib was more efficacious than either agent alone, resulting in tumor regressions in all treated animals.

Figure 13. Anti-tumor activity of RLY-1971 and the ALK inhibitor alectinib as single agents or in combination in an ALK translocated NSCLC xenograft model (NCI-H3122) derived *in vitro* to have reduced sensitivity to ALK inhibition.



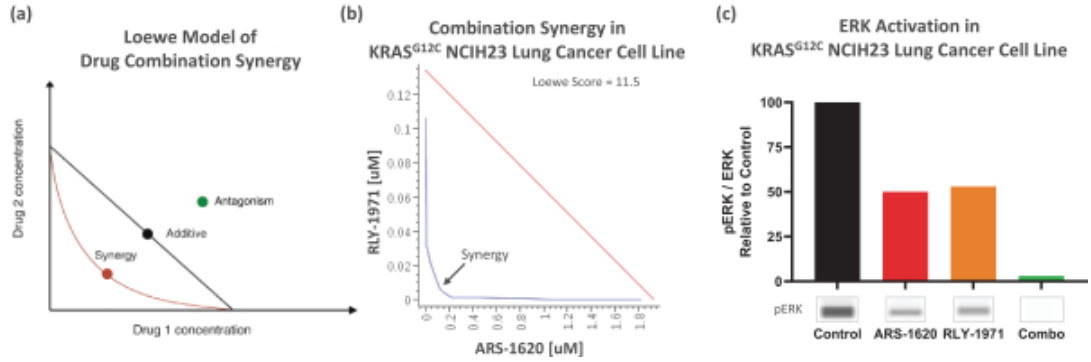
Oral administration of RLY-1971 at 30mpk BID in combination with alectinib at 10mpk QD (green) resulted in increased efficacy compared to alectinib at 10mpk QD (red) or RLY-1971 at 30mpk BID (orange) alone in an ALK translocated NSCLC xenograft model (NCI-H3122) derived *in vitro* to be less sensitive to ALK inhibition. Data represent waterfall plots of individual end of study tumors, with tumor volume expressed as percent change relative to initial tumor volume. Each animal is represented as a separate bar (number of mice per group = 9).

FOIA CONFIDENTIAL TREATMENT REQUESTED

In addition to RTK inhibitors, combination benefit for SHP2 inhibition has been demonstrated with other targeted agents including MEK inhibitors and KRAS^{G12C} inhibitors in cancer xenograft models harboring KRAS^{G12C} mutations or KRAS amplifications. The efficacy of direct KRAS^{G12C} inhibition may be limited by adaptive feedback reactivation of the RAS-MAPK pathway through upregulation of multiple RTKs. Activation of these RTKs leads to compensatory activation of wild-type RAS isoforms, which cannot be inhibited by KRAS^{G12C}-specific inhibitors, thus leading to resistance. SHP2 is unique in that it transmits signals from multiple RTKs and is therefore critical in mediating feedback reactivation of the RAS pathway during KRAS^{G12C} inhibition.

Consistent with these observations, RLY-1971 demonstrated synergistic inhibition with the KRAS^{G12C} specific inhibitor ARS-1620 in a KRAS^{G12C} lung cancer model (**Figure 14**). Specifically, the inhibitory effect of both compounds was greater than the additive effect of each compound individually, suggesting SHP2 inhibition abrogates compensatory RAS-MAPK pathway activation during KRAS^{G12C} inhibition. Molecular characterization of phosphorylated-ERK (pERK), a downstream marker of RAS-MAPK pathway activity, supports this conclusion. The combination of RLY-1971 and the KRAS^{G12C}-specific inhibitor ARS-1620 was able to fully suppress pERK in this model, while each inhibitor individually only partially suppressed pERK. Based on these data, we believe that the combination of RLY-1971 with KRAS^{G12C}-specific inhibitors could provide clinical benefit for patients with tumors harboring KRAS^{G12C} mutations.

Figure 14. RLY-1971 and the KRAS^{G12C}-specific inhibitor ARS-1620 demonstrate synergy when used in combination in the KRAS^{G12C} NCIH23 lung cancer cell line.



Synergy of RLY-1971 and the KRAS^{G12C}-specific inhibitor ARS-1620. **(a)** The Loewe model of drug combination synergy uses cellular potency data to calculate the additive nature of drug combinations. Higher synergy is represented graphically when the isobologram line (red) approaches the origin and quantified numerically by the Loewe score (higher Loewe score means more synergy). **(b)** Combining RLY-1971 with the KRAS^{G12C}-specific inhibitor ARS-1620 in a cellular proliferation assay in the KRAS^{G12C} mutant NCIH23 lung cancer cell line shows the relationship is synergistic based on the isobologram line (blue) and high Loewe score (11.5). **(c)** The synergistic effect of both compounds (1uM of ARS-1620 and 100nM of RLY-1971) can be observed by measuring the impact on ERK signaling (pERK) after 24 hours.

In addition to the therapeutic opportunity associated with combining with other targeted therapies, we believe RLY-1971 has the potential to be a combination partner with the product candidates in our own precision oncology portfolio (RLY-4008 and RLY-PI3K1047).

Our clinical development plan

Our clinical development plan aims to advance RLY-1971 as a monotherapy in SHP2-dependent tumors and in combination with other targeted agents to prevent and overcome adaptive resistance mechanisms in order to achieve more durable clinical benefit. First, we will look to rapidly define the optimal dose and schedule of RLY-1971 as a monotherapy and then we will pursue rational studies including combinations.

FOIA CONFIDENTIAL TREATMENT REQUESTED

In the first quarter of 2020, we began evaluating the safety and tolerability of RLY-1971 in a first-in-human dose escalation study in patients with advanced or metastatic solid tumors. The primary objectives are to determine the maximum tolerated dose (MTD)/recommended phase 2 dose (RP2D), and to define the overall safety profile of RLY-1971. Secondary objectives are to assess the pharmacokinetics, pharmacodynamics, and to explore preliminary anti-tumor activity of RLY-1971. Patients will receive RLY-1971 administered orally, once daily. Once daily oral dosing was selected based on projected human pharmacokinetics and exposures calculated from multi-species pharmacokinetics and allometric scaling.

The first-in-human monotherapy data will facilitate subsequent clinical evaluation and development of RLY-1971 as a monotherapy for patients with SHP2-dependent tumors or in combination with other targeted therapies in indications where SHP2 inhibition may exert synergistic antitumor effects. This may include combinations with selected approved receptor tyrosine kinase inhibitors (e.g., inhibitors of ALK, EGFR or HER2), MAPK/RAS pathway inhibitors (including KRAS G12C inhibitors) and/or combinations with investigational agents being developed by Relay Therapeutics, including RLY-4008 and RLY-PI3K1047.

Development of RLY-1971 in monotherapy and combination therapy indications will require identification of appropriate patients for treatment using molecular diagnostic tests. In early phase clinical trials, patients will be identified using local testing performed at clinical trial sites, with retrospective centralized testing to confirm the tumor genetic status. In later phase trials, we will likely collaborate with a diagnostic partner to identify patients for clinical trial enrollment using an analytically validated investigational molecular diagnostic. The tumor genetic contexts that we are considering for development of RLY-1971 can currently be detected using FDA-approved next generation sequencing based panel diagnostics (e.g. Foundation One, Guardant 360).

RLY-4008, a selective inhibitor of FGFR2

Overview

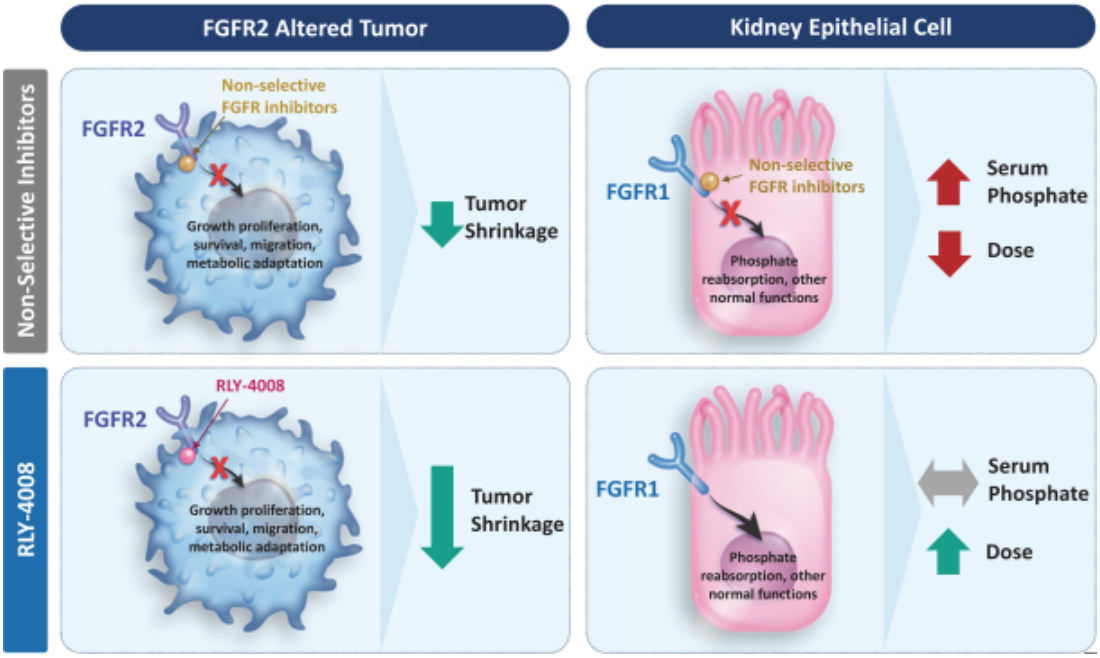
RLY-4008 is designed to be an oral, small molecule, selective inhibitor of fibroblast growth factor receptor 2, or FGFR2, a receptor tyrosine kinase that is frequently altered in cancer. FGFR2 is one of four members of the FGFR family, a set of closely related proteins with highly similar protein sequences and properties. RLY-4008 minimally inhibits targets other than FGFR2 and demonstrates FGFR2-dependent cell-killing in cancer cell lines. We plan to initiate a Phase 1 clinical trial for RLY-4008 in patients having solid tumors with oncogenic FGFR2 alterations in the second half of 2020. We believe FGFR2-mediated cancers affect approximately 8,000 late-line patients annually in the U.S., of which fusions represent approximately 2,700, amplifications approximately 1,600, and other mutations approximately 3,800. In the future, if RLY-4008 advances to earlier lines of treatment, we believe it could potentially address approximately 20,000 patients annually in the U.S.

Role of FGFR in cellular proliferation and differentiation

Each of the FGFRs has an important role in normal physiology and the inhibition of FGFR2 is a well-validated pathway in disrupting cancer proliferation and growth. Two non-selective FGFR inhibitors have been approved (erdafitinib and pemigatinib) and several are in clinical development. However, these inhibitors as a class cause several dose-limiting, FGFR2-unrelated toxicities in patients leading to dose reductions and altered dosing schedules. One of the most common dose limiting toxicities of these agents is hyperphosphatemia, which causes soft tissue mineralization and requires active management. Hyperphosphatemia has been shown to be driven by inhibition of another member of the FGFR family known as FGFR1 (**Figure 15**).

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 15. RLY-4008 is a selective inhibitor of FGFR2. FGFR1 is required for phosphate resorption in the kidney. Inhibition of FGFR1 by non-selective FGFR inhibitors results in increased serum phosphate and toxicity. This results in decreased efficacy by requiring dose reductions.



We believe that the toxicity attributable to inhibition of other FGFR family members, and other closely related kinases, limits the ability of the non-selective FGFR inhibitors to achieve optimal and durable inhibition of FGFR2, limiting the efficacy of these agents in patients with FGFR2-altered tumors. In addition to the lack of selectivity, these inhibitors are unable to overcome on-target resistance, which has been observed in patients treated with non-selective FGFR inhibitors. Our belief is that a selective inhibitor of FGFR2 that retains activity against resistance mutations will enable improved clinical efficacy. This hypothesis is supported by an example in a similar context involving kinase inhibitors and the oncogene RET. In one study of cabozantinib, a multi-kinase inhibitor, in patients with RET gene fusions, a response rate of 28 percent was observed whereas in a separate study with a selective RET inhibitor, selpercatinib (LOXO-292), a 68 percent response rate was observed.

Limitations of current FGFR inhibitors

Non-selective FGFR inhibitors produced by other companies have demonstrated clinical proof-of-concept in patients with intrahepatic cholangiocarcinoma, or ICC, bearing FGFR2 gene fusions. These gene fusions result in a constitutively active FGFR2, which promotes oncogenic transformation. Genetic alterations in FGFR2, including gene fusions, amplifications, and point mutations, are also found in other solid tumor indications.

Patients with genetic alterations in FGFR2, primarily gene fusions in ICC, have been treated with FGFR inhibitors in investigational clinical trials. To date, these trials provide support for the critical role of FGFR2 for tumor survival with a response rate of up to 36 percent (**Figure 16)**. While a 36 percent response rate is a welcomed improvement compared to historical controls, it is short of the responses obtained with therapies that target other receptor tyrosine kinase fusions in cancer. A key limiting factor for existing FGFR therapies is that, as a class, they are associated with a dose-limiting side effect, hyperphosphatemia (buildup of excess phosphate in the bloodstream), which has been shown to be caused by FGFR1 inhibition.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 16. Hyperphosphatemia is a dose-limiting adverse event associated with non-selective FGFR inhibitors.

Compound	Company	Stage	FGFR2 selective	Response Rate	Dosing Schedule	% of Patients with Hyperphosphatemia	% of Patients Discontinued or Dose Reduced
Pemigatinib	Incyte	Approved	No	36% (ICC)	2 weeks on, 1 week off	60%	23%
Infigratinib	QED	Phase 3	No	27% (ICC)	3 weeks on, 1 week off	62%	61%
TAS-120	TAIHO	Phase 2	No	25% (ICC)	Once daily dosing	80%	N.R.
Erdafitinib	janssen	Approved	No	32% (Urothelial Carcinoma)	Personalized dosing*	76%	66%

*Initial dose (8mg QD) adjusted to 9mg QD only in absence of hyperphosphatemia

Data references: pemigatinib – ESMO 2019; infigratinib – BridgeBio S-1; TAS-120 – ESMO GI 2018; erdafitinib – prescribing information; N.R. = not reported

ICC disease background

Intrahepatic Cholangiocarcinoma (ICC) is a form of cancer that originates in the bile ducts of the liver. ICC is a rare tumor, accounting for three percent of worldwide gastrointestinal malignancies. Patients diagnosed with ICC are routinely treated off-label with chemotherapeutic agents such as gemcitabine and cisplatin. There are no approved therapies for ICC. Complete surgical resection remains the only potential curative option but is associated with a substantial risk of post-operative morbidity and mortality, and recurrence is common. The median overall survival for all patients diagnosed with ICC is reported to be 16.1 months. The median overall survival for patients diagnosed with late stage disease is less than one year.

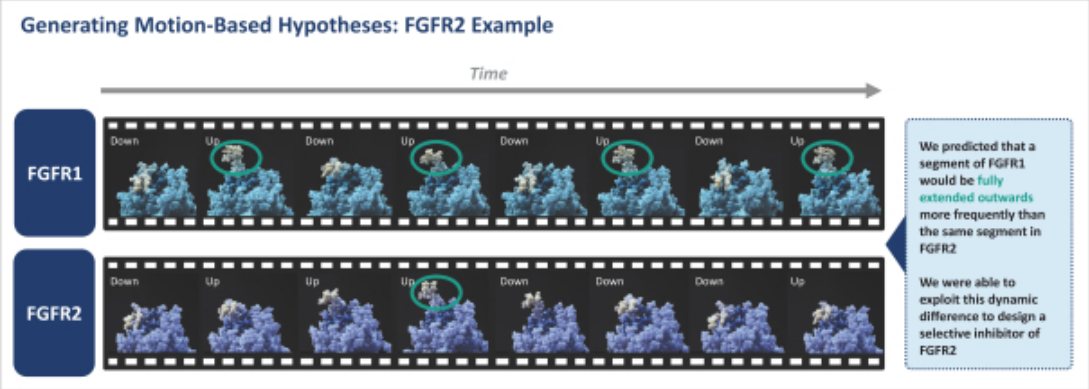
Our solution, RLY-4008

RLY-4008 is an oral, small molecule inhibitor of FGFR2 designed to inhibit FGFR2 with high potency while minimizing inhibition of other FGFR family members. In our initial assessment of the challenge of obtaining a highly selective inhibitor of FGFR2, we determined that there is a high degree of structural similarity between FGFR1 and FGFR2 when comparing static X-ray crystal structures. This similarity precluded the development of a structure-based selectivity hypothesis using conventional approaches.

We therefore set out to identify motion-based differences between FGFR2 and other FGFR family members by applying our expertise in computational modeling and experimental structural analyses. We discovered that there were segments of FGFR2 which displayed differential dynamics compared to the corresponding segments of FGFR1 (**Figure 17**). We predicted these dynamic differences could be exploited to achieve selective inhibition of FGFR2.

FOIA CONFIDENTIAL TREATMENT REQUESTED

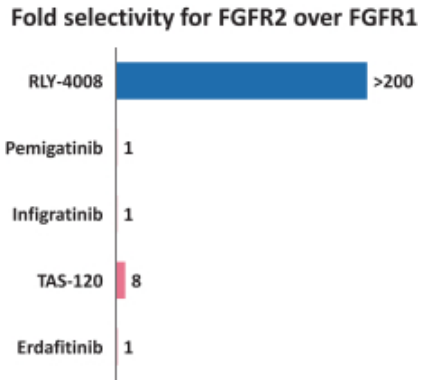
Figure 17: Using MD simulations, we predicted that a segment in FGFR1 was more dynamic than FGFR2, as represented by the above schematic where the segment opens "Up" more frequently in FGFR1 compared to FGFR2.



We embarked on a process using computational methods such as long timescale molecular dynamics simulations, virtual docking and specialized experimental techniques to design, select, synthesize, and evaluate inhibitors. Our discovery process culminated with the selection of RLY-4008 as a product candidate based on its ability to meet our predetermined criteria for potency, selectivity and activity in animal models.

We demonstrated in enzymatic and cellular assays that RLY-4008 was over 200-fold more potent at inhibiting FGFR2 compared to FGFR1 (**Figure 18**). This is in contrast to pemigatinib, erdafitinib, infigratinib, and TAS-120, which exhibit little selectivity between these FGFR family members. In addition to selectivity over FGFR1, RLY-4008 is also selective over the other members of the FGFR family, FGFR3 (>80-fold) and FGFR4 (>4,000 fold) in biochemical assays. We believe this validates our approach of targeting novel motion-based differences as a means of identifying potent inhibitors with previously unachievable selectivity.

Figure 18. RLY-4008 is highly selective for FGFR2 compared to other FGFR inhibitors.



The selectivity of RLY-4008 for FGFR2 over FGFR1 was determined by comparing the potency (IC_{50}) of RLY-4008 and other clinical non-selective FGFR inhibitors in biochemical assays. RLY-4008 showed greater than 200-fold selectivity for FGFR2 over FGFR1.

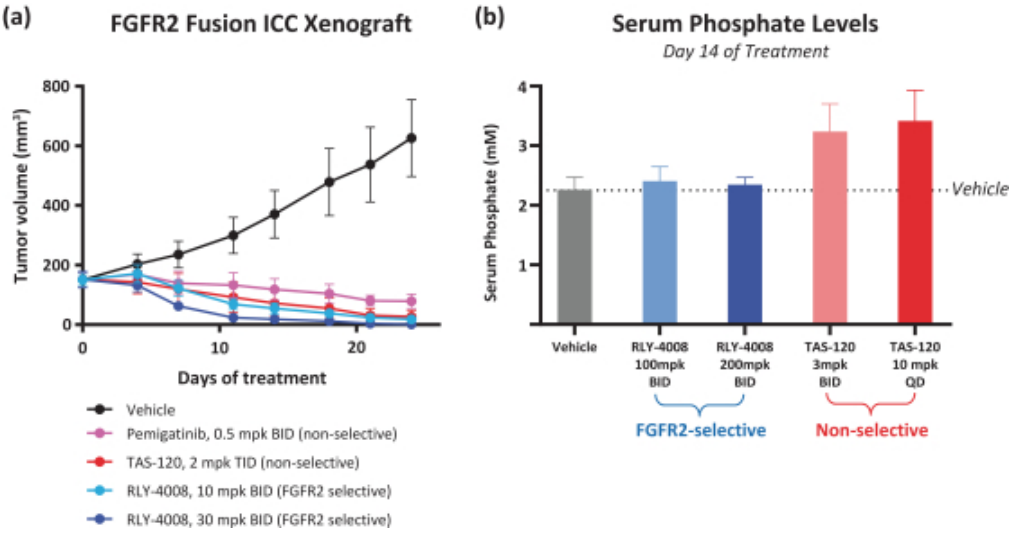
RLY-4008 has minimal inhibition of targets other than FGFR2 and demonstrates FGFR2-dependent cell-killing in cancer cell lines. It has bioavailability suitable for oral dosing, is metabolically stable, and has demonstrated

good pharmacokinetics in preclinical *in vivo* models. Human pharmacokinetic projections are consistent with once or twice daily oral dosing. RLY-4008 is predicted to have low risk of drug-drug interactions based on weak inhibition of drug metabolizing enzymes. It is readily synthesized in bulk, can be formulated for oral delivery, and exposures at the highest non-severely toxic dose were several fold in excess of the predicted human efficacious exposures.

In a patient-derived xenograft (PDX) mouse model of ICC harboring a FGFR2 fusion, treatment with RLY-4008 led to rapid tumor regression at doses as low as 10 mg/kg delivered twice a day (**Figure 19**). Non-selective inhibitors, pemigatinib and TAS-120, also resulted in tumor volume reductions in this model when dosed at levels selected to match their human exposure in clinical studies.

To validate our effort to engineer selectivity for FGFR2 as a means of reducing the risk of hyperphosphatemia, we examined the effect of RLY-4008 in an industry standard rat model of hyperphosphatemia. No evidence of hyperphosphatemia was seen with doses of RLY-4008 that resulted in exposures leading to tumor regression in our FGFR2 gene fusion ICC PDX mouse model (**Figure 19**). By contrast, when dosed at levels selected to match human exposure in clinical studies, TAS-120 led to significant hyperphosphatemia. Additionally, in 28-day GLP toxicology studies in rats and dogs, neither hyperphosphatemia nor tissue mineralization were observed with RLY-4008 at exposures in the animal corresponding to the predicted human efficacious exposures.

Figure 19. RLY-4008 leads to tumor regression in an FGFR2 fusion positive ICC PDX model and does not cause hyperphosphatemia.

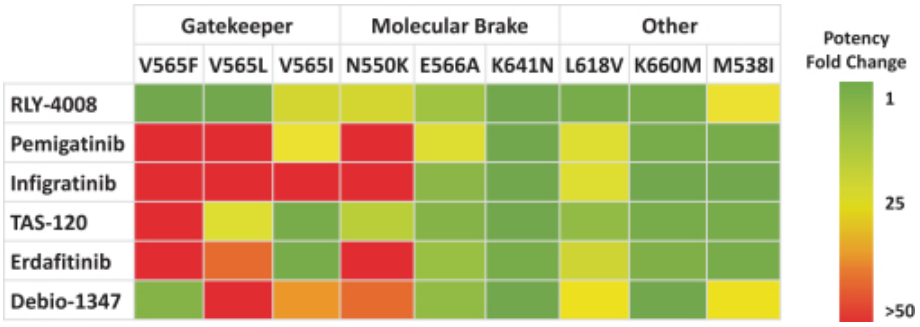


(a) Anti-tumor activity of RLY-4008 dosed twice daily (BID) by oral administration in an FGFR2 fusion positive ICC PDX model. RLY-4008 induced dose dependent regression when administered at 10 or 30mpk BID. TAS-120 at 2mpk TID (red) and pemigatinib at 0.5mpk BID (pink) were dosed at levels selected to match their clinical exposure. Data represent mean tumor volume over time and errors bars represent standard error of the mean.
(b) Serum phosphate measurements in rats dosed twice daily with RLY-4008 (blue) or TAS-120 (red) by oral administration. Doses of RLY-4008 (100 and 200 mpk BID) resulting in exposures leading to tumor regression in our FGFR2 gene fusion ICC PDX model do not cause significant hyperphosphatemia. Doses of TAS-120 (3mpk BID and 10mpk QD) selected to match human exposure in clinical studies cause significant hyperphosphatemia. Data represent the average of 5 measurements, and error bars represent standard error of the mean.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Another predicted advantage of RLY-4008 concerns resistance mutations. These new mutations in FGFR2 arise during treatment, significantly reducing the potency of non-selective FGFR inhibitors and making tumors resistant to treatment. In the limited resistance studies to date, multiple FGFR2 resistance mutations have been reported, with gatekeeper mutations at position V565 being most common. Gatekeeper mutations sterically block access to the binding site of non-selective FGFR inhibitors. Among gatekeeper mutations, V565F is the most prevalent. In preclinical experiments, we have shown that RLY-4008 retains activity against a broad panel of mutations known to be associated with resistance to non-selective FGFR inhibitors (**Figure 20)**. For example, while the V565F or V565L gatekeeper mutations are resistant to all non-selective FGFR inhibitors we tested, RLY-4008 retains activity against these resistance mutations with no loss in potency.

Figure 20. RLY-4008 retains potency against common FGFR2 resistance mutations.

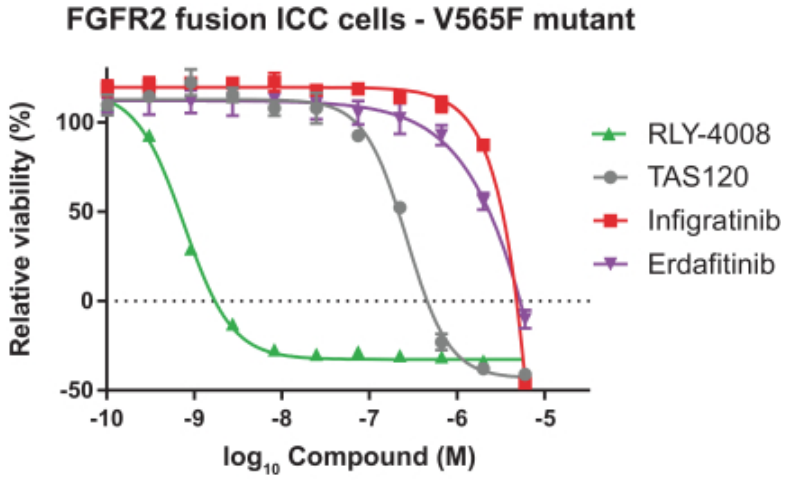


Heatmap showing fold change in potency (IC50) on FGFR2 mutations compared to FGFR2 WT. FGFR2 WT or mutants were expressed in HEK-293 cells and potency on FGFR2 was determined using a pFGFR2 HTRF assay. Colors indicate the fold loss in potency for the mutant form vs wildtype. Gatekeeper mutations block access to the binding site of non-selective inhibitors. Molecular brake mutations disrupt an autoinhibitory conformation of FGFR2, resulting in kinase activation. Other mutations listed have various reported mechanisms of kinase activation.

Further supporting the activity of RLY-4008 against FGFR2 resistance mutations, we used genetic engineering to introduce the V565F gatekeeper mutation in FGFR2 fusion positive ICC cells. The ability of non-selective FGFR inhibitors or RLY-4008 to inhibit the proliferation of these cells was then tested. RLY-4008 was strikingly more potent in V565F mutant cells compared to non-selective FGFR inhibitors, with an IC50 of 760 pM (**Figure 21**).

FOIA CONFIDENTIAL TREATMENT REQUESTED

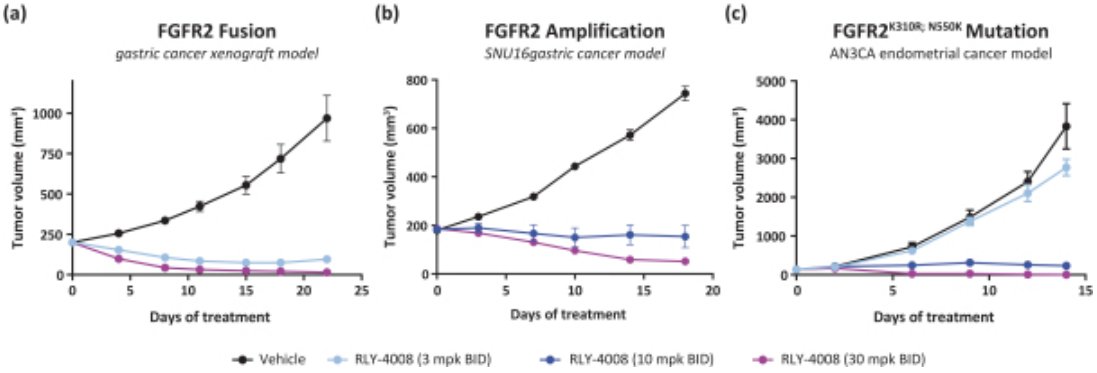
Figure 21. RLY-4008 retains potency on the FGFR2 gatekeeper mutation V565F in a cellular proliferation assay.



Anti-proliferative effect of RLY-4008 and non-selective FGFR inhibitors in V565F mutant FGFR2 fusion positive ICC cells tested in a 2D proliferation assay.

By achieving this selectivity and retaining potency across various FGFR2 genetic mutations, RLY-4008 was able to achieve *in vivo* efficacy in mouse models of FGFR2-fusion gastric cancer, FGFR2-amplified gastric cancer, and FGFR2-mutant endometrial cancer. Treatment with RLY-4008 led to tumor regression at doses as low as 3 mg/kg delivered twice a day in a FGFR2 gene fusion gastric cancer model, and as low as 10 mg/kg delivered twice a day in a FGFR2-amplified gastric cancer or FGFR2-mutant endometrial cancer models (**Figure 22**). All of these doses result in exposures that do not cause hyperphosphatemia in an industry standard rat model. Importantly, RLY-4008 achieved complete regression in an FGFR2-mutant endometrial cancer model (AN3CA) harboring the N550K mutation that reduced the potency of pemigatinib by 185-fold.

Figure 22. RLY-4008 leads to tumor regression in an FGFR2-fusion gastric cancer PDX, the FGFR2-amplified gastric cancer SNU16 xenograft model, and the FGFR2 N550K-mutant endometrial cancer AN3CA xenograft model.



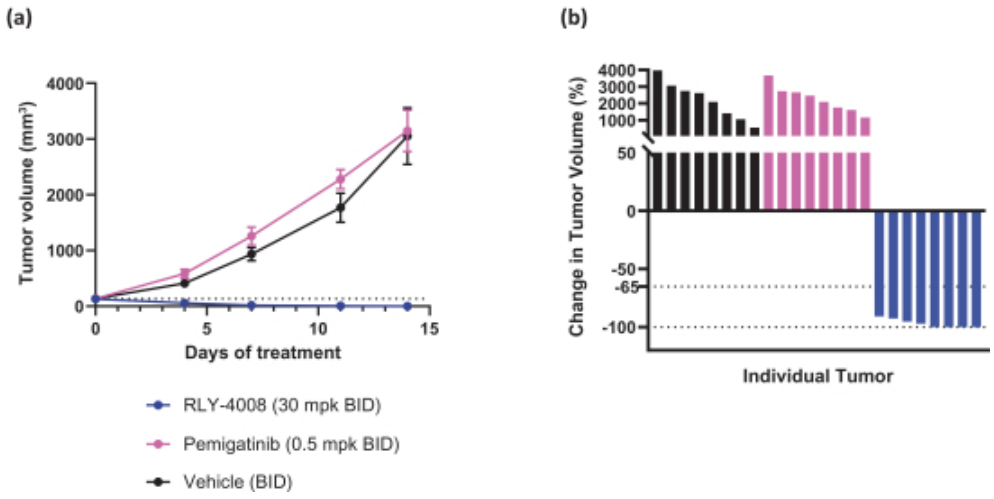
Anti-tumor activity of RLY-4008 dosed twice daily (BID) by oral administration in **(a)** an FGFR2 fusion gastric cancer PDX model, **(b)** the FGFR2 amplified SNU16 gastric cancer xenograft model, and **(c)** the FGFR2 K310R;

FOIA CONFIDENTIAL TREATMENT REQUESTED

N550K mutant AN3CA endometrial cancer xenograft model. Data represent mean tumor volume over time, and error bars represent standard error of the mean.

To further evaluate the activity of RLY-4008 against FGFR2 resistance mutations, the *in vivo* activity of RLY-4008 was compared to pemigatinib in the AN3CA endometrial cancer model. As described above, this model harbors the FGFR2 N550K mutation, which reduces the potency of pemigatinib by 185-fold. RLY-4008 was able to achieve complete regression in this model at doses resulting in exposures that do not cause hyperphosphatemia in an industry standard rat model. By contrast, when dosed at levels selected to match human exposure in clinical studies, pemigatinib showed no anti-tumor activity (**Figure 23**).

Figure 23. RLY-4008 leads to complete tumor regression in the FGFR2 N550K-mutant endometrial cancer AN3CA xenograft model, while pemigatinib is inactive.

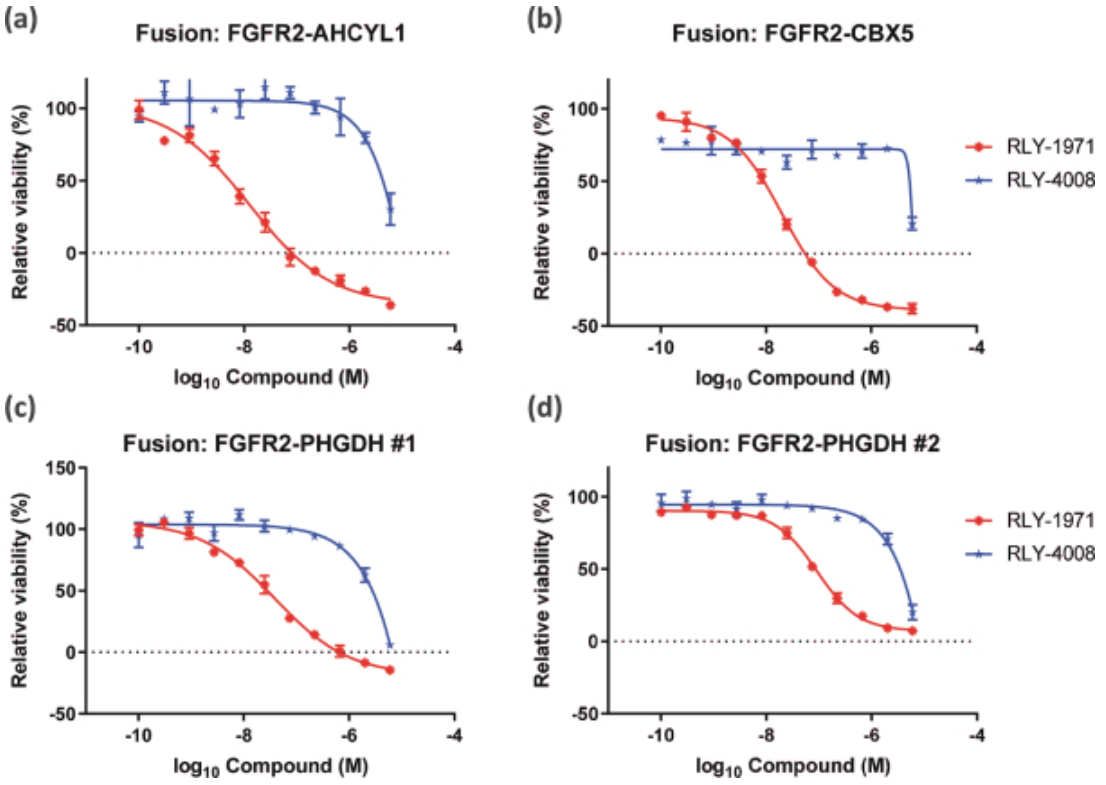


Anti-tumor activity of RLY-4008 and pemigatinib dosed twice daily (BID) by oral administration in the FGFR2 N550K-mutant endometrial cancer AN3CA xenograft model. RLY-4008 induced complete regression when administered at 30mpk BID. Pemigatinib was dosed at 0.5mpk BID, a dose selected to match clinical exposure. (a) Data represent mean tumor volume over time and errors bars represent standard error of the mean. (b) Data represent waterfall plots of individual end of study tumors, with tumor volume expressed as percent change relative to initial tumor volume. Each animal is represented as a separate bar (number of mice per group = 8).

Although RLY-4008 retains potency against common FGFR2 resistance mutations, tumors may develop bypass resistance by shifting growth factor signaling to an alternate receptor, rendering them less sensitive to the targeted therapy. SHP2, a protein tyrosine phosphatase, regulates the activity of multiple RTKs, and may be an effective way to overcome bypass resistance to RLY-4008. To demonstrate the potential for RLY-1971 as a combination partner for RLY-4008 we tested a population of four patient-derived FGFR2-fusion positive ICC cell lines. These cells were derived from patients that initially responded to non-selective FGFR inhibitors, but then acquired bypass resistance to FGFR inhibition during their treatment. While these cell lines were resistant to treatment with our FGFR2 inhibitor RLY-4008, all resistant cells were sensitive to RLY-1971 with IC50s of less than 100 nM (**Figure 24**). Given the role of SHP2 in mediating bypass resistance to multiple targeted therapies, we intend to investigate the clinical potential of the combination of RLY-1971 with RLY-4008.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 24. RLY-1971 overcomes bypass resistance to FGFR2 inhibition in patient-derived FGFR2 fusion positive ICC cell lines.



Anti-proliferative effect of RLY-1971 in patient-derived FGFR2 fusion positive ICC cells tested in a 2D proliferation assay. These cell models were derived from patients that initially responded to non-selective FGFR inhibitors, but then progressed during their treatment (the specific FGFR2 fusion present in the cells is indicated). These cells are resistant to treatment with our FGFR2 inhibitor RLY-4008 (blue lines), whereas RLY-1971 demonstrates anti-proliferative and cytotoxic activity (red lines), with IC50s as follows: **(a)** 13 nM, **(b)** 20 nM, **(c)** 39 nM, and **(d)** 91 nM. The dotted line at 0 indicates complete growth suppression, with values below 0 indicating cytotoxicity.

Our clinical development plan

The RLY-4008 clinical development plan seeks to leverage the unique potential for enhanced tolerability and broad FGFR2 mutational coverage to rapidly generate proof-of-concept in molecularly defined patient subsets.

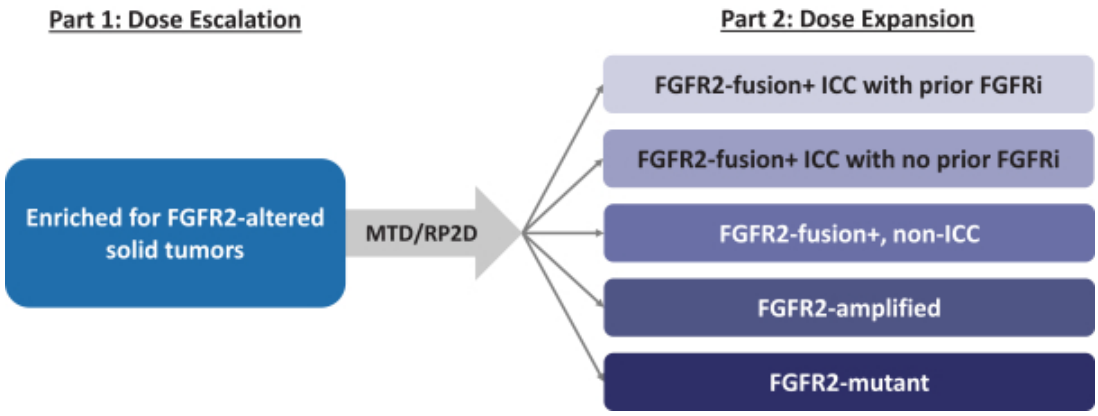
We plan to initiate a first-in-human clinical trial for RLY-4008 in solid tumor patients enriched for oncogenic FGFR2 alterations in the second half of 2020. The primary objectives are to determine the maximum tolerated dose (MTD)/recommended phase 2 dose (RP2D) and to define the overall safety profile of RLY-4008. Secondary objectives are to assess the pharmacokinetics, pharmacodynamics and to explore anti-tumor activity of RLY-4008. Patients will initially receive RLY-4008 administered orally, twice daily.

The first trial will employ a 2-part dose escalation/dose-expansion design. Given RLY-4008's strong preclinical activity against both primary oncogenic alterations and acquired pan-FGFR inhibitor resistance mutations, the

FOIA CONFIDENTIAL TREATMENT REQUESTED

trial will include patients that are naïve to pan-FGFR inhibitors, as well as those that have progressed on pan-FGFR inhibitors. Observation of significant clinical activity in one or more patient populations in this exploratory first-in-human trial would support further trials to confirm the risk-benefit profile of RLY-4008 in patients with oncogenic FGFR2 alterations. These trials may include continued evaluation of RLY-4008 as a monotherapy in single arm trials in patient populations without an established standard-of-care therapy available, which could be used to support filings for marketing authorization for RLY-4008. The development program for RLY-4008 may also include randomized trials of RLY-4008 compared to a relevant standard-of-care therapy.

Figure 25: Planned first-in-human clinical trial for RLY-4008



Development of RLY-4008 will require identification of appropriate patients for treatment with FGFR2 alterations using molecular diagnostic tests. In early phase clinical trials, patients will be identified using local testing performed at clinical trial sites, with retrospective centralized testing to confirm the tumor genetic status. In later phase trials, Relay Therapeutics will likely collaborate with a diagnostic partner to identify patients for clinical trial enrollment using an analytically validated investigational molecular diagnostic. The tumor genetic contexts that we are considering for development of RLY-4008 (FGFR2 fusions, amplifications and mutations) can currently be detected using FDA-approved next generation sequencing based panel diagnostics (e.g. Foundation One, Guardant 360).

Mutant-PI3Kα Inhibitor Programs

Overview

RLY-PI3K1047 is the lead compound in our franchise of programs targeting cancer-associated mutant variants of phosphoinositide 3-kinase alpha, or PI3Kα. RLY-PI3K1047 is a small molecule inhibitor of PI3Kα that we designed to specifically target PI3Kα H1047X mutant via a previously undescribed allosteric mechanism. Oral dosing of RLY-PI3K1047 resulted in significant tumor growth inhibition in a mouse xenograft model of PI3Kα H1047R mutant carcinoma. We expect to begin IND-enabling studies for a differentiated, first-in-class PI3Kα H1047X mutant-selective inhibitor in 2021. We believe PI3Kα H1047X mutant cancers affect approximately 10,000 late-line patients annually in the U.S. In the future, if RLY-PI3K1047 advances to earlier lines of treatment, it could potentially address approximately 48,000 patients annually in the U.S.

Two additional mutations of interest for our PI3Kα franchise are E542X and E545X. We estimate there are approximately 15,000 late-line and 57,000 total patients annually in the United States who might benefit from a PI3Kα targeted inhibitor that targets the mutations at E542 and E545.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 26: PI3Kα addressable patient populations

PI3Kα					
H1047X Mutations					
Indication Biomarker Frequency [1]	Breast Cancer 13.9%	Colorectal Cancer 3.0%	Endometrial Cancer 8.2%	Lung Cancer 0.9%	Total
Biomarker Positive Late Line Incidence [2]	6,000	2,000	1,000	1,000	10,000
Biomarker Positive Comprehensive Incidence [3]	37,000	4,000	5,000	2,000	48,000
E542X/E545X Mutations					
Indication Biomarker Frequency [1]	Breast Cancer 11.6%	Colorectal Cancer 8.3%	Endometrial Cancer 9.4%	Lung Cancer 3.6%	Total
Biomarker Positive Late Line Incidence [2]	5,000	4,000	1,000	5,000	15,000
Biomarker Positive Comprehensive Incidence [3]	31,000	12,000	6,000	8,000	57,000

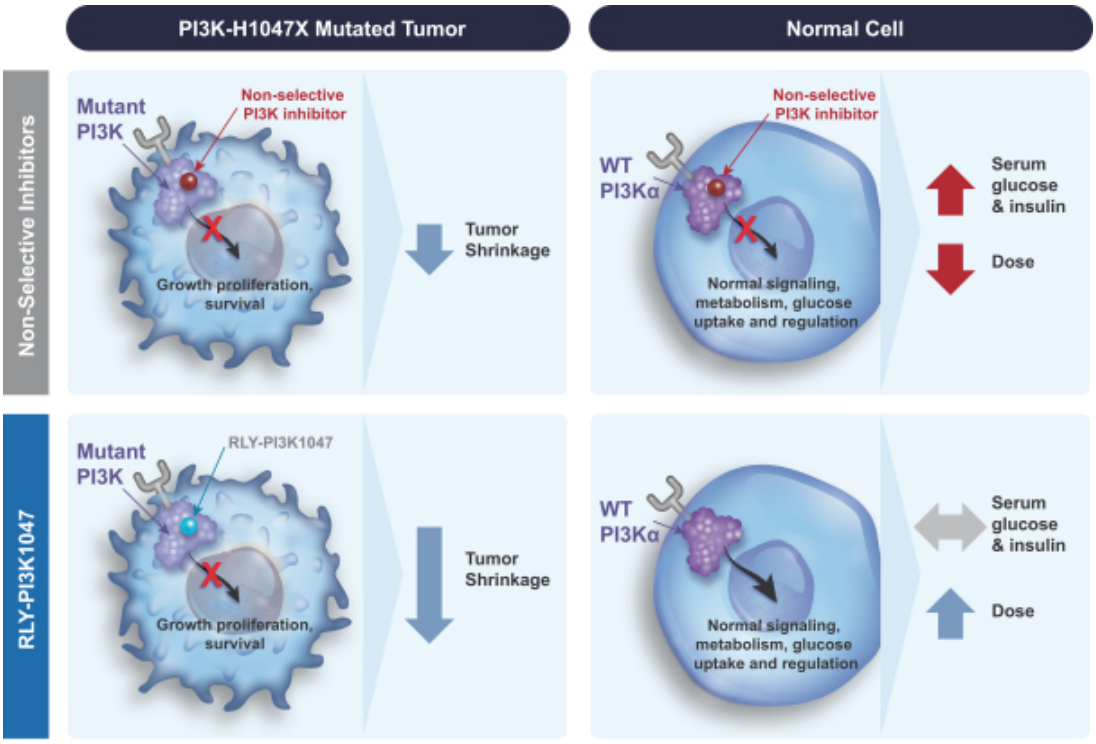
1) Estimated frequency percentages are based on counts of known/likely functional alterations in the Foundation Medicine Insights database. 2) Based on projected cancer deaths in all solid tumors from the National Cancer Society's SEER database as a proxy for late-line cancer patient incidence. 3) These data are based on projections from the National Cancer Society's SEER program for estimated new cases of advanced solid tumors.

Role of PI3Kα in cellular proliferation and differentiation

Mutations at amino acid H1047 of PI3Kα are among the most common kinase mutations in cancer and are believed to be a primary driver of carcinogenesis. There are no approved therapies that selectively target mutant versions of PI3Kα. Inhibitors that are not mutant-selective are associated with dose-limiting toxicities resulting in frequent discontinuations that restrict their therapeutic potential. Additionally, these inhibitors also can inhibit other isoforms of PI3K, including PI3Kd, which can further result in toxicity. Our belief is that selectively targeting mutant PI3Kα could result in improved target inhibition and increased clinical efficacy (**Figure 27**).

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 27. RLY-PI3K1047 is a selective inhibitor of H1047X mutant PI3Kα. WT PI3Kα plays a critical role in normal cellular signaling and function, including glucose uptake and insulin regulation. Inhibition of WT PI3Kα by non-mutant selective PI3K inhibitors results in hyperglycemia, hyperinsulinemia and other toxicities. This results in decreased efficacy by requiring dose reductions.



Leveraging our structural biology capabilities, we solved what we believe to be the first full-length structure of PI3Kα using cyrogenic electron microscopy (Cryo-EM) and utilized a range of experimental techniques to understand both H1047R mutant and wild-type conformations. We used this rich experimental data set to power molecular dynamics simulations of H1047R mutant PI3Kα to identify a series of dynamic structural changes caused by the mutation, which were not elucidated by prior structural studies of either H1047R mutant or wild-type PI3Kα. The lead compound in this program, which we refer to as RLY-PI3K1047, was designed to exploit these dynamic differences and bind to a novel allosteric site to achieve heightened mutant selectivity. We intend to initiate IND-enabling studies for our first PI3Kα mutant selective inhibitor, which is focused on H1047X, in 2021.

PI3Kα mutations drive the development of cancer

PI3Kα is the central regulator of a cellular signaling pathway that has been linked to a diverse group of cellular functions related to cancer including cell growth, proliferation and survival. Data collected as a part of Foundation Medicine Insights and other data sources identifies PI3Kα as the most frequently mutated kinase in cancer.›

Approximately 80 percent of the mutations in PI3Kα cluster at three amino acids, or locations. These are E542 and E545 in the helical domain, and H1047 in the kinase domain. The most common mutation at amino acid

FOIA CONFIDENTIAL TREATMENT REQUESTED

H1047 is H1047R, but other H1047 mutations (such as H1047L, H1047Y, and others) are also observed across cancers. The abbreviation “H1047X” is used to refer to any H1047 mutation. Similarly, the most common mutations in the helical domain are E542K and E545K, but other mutations (such as E542Q, E545A, and others) are also observed across cancers. The abbreviation “E542/E545X” is used to refer to any helical domain mutation. The H1047R mutation has been shown to induce extensive and diverse cellular changes in pre-clinical models of breast cancer, demonstrating how a single mutation at amino acid H1047 can have large consequences and induce a cancer phenotype. The E5452K and E545K mutations have also been shown to increase PI3Kα activity, promote cell growth and invasion in vitro, and induce tumorigenesis in vivo. While H1047X and E542/E545X mutations have been shown to result in aberrant PI3Kα activity, they do so through distinct biological mechanisms.

Limitations of current PI3Kα inhibitors

Given the large number of patients with PI3Kα mutations, several small-molecule inhibitors of PI3Kα are in development for oncology indications. However, these inhibitors have to our knowledge been largely ineffective when used as monotherapy in cancer. All of these inhibitors target the catalytic (orthosteric) site of PI3Kα. One challenge faced by these inhibitors has been drug intolerance, especially at the high doses routinely used in cancer trials. Alpelisib, marketed as Piqray® by Novartis, is the only FDA-approved inhibitor for cancers with mutated PI3Kα. However, alpelisib is not a selective inhibitor for mutant forms of PI3Kα; it is a potent inhibitor of both the wild-type form of PI3Kα as well as the mutant form. Nonetheless, alpelisib is approved to be used in combination with fulvestrant, an estrogen receptor degrader, in PI3Kα-mutated breast cancer. When used in combination with fulvestrant, alpelisib was associated with significant adverse events, including severe hypersensitivity, diarrhea and severe pneumonitis. Hyperglycemia was reported in 65 percent of patients and over 36 percent of patients experienced Grade 3 or Grade 4 hyperglycemia. To manage hyperglycemia, insulin along with other anti-diabetic medication was used in 87 percent of patients. Up to 20 percent of patients in a Phase 3 trial of alpelisib experienced Grade 3 or Grade 4 rash. The combination of these adverse events resulted in 64 percent of patients requiring dose reductions and 25 percent of patients discontinuing treatment. Despite 11 month progression-free survival (PFS) in the SOLAR-1 Phase 3 trial of alpelisib, the median duration of dosing in the alpelisib arm was 5.5 months, indicating the majority of patients discontinued dosing prior to disease progression. The observed hyperglycemia is believed to be caused by inhibition of wild-type PI3Kα and are therefore is considered an on-target toxicity for alpelisib. In addition to causing dose-limiting toxicity, systemic glucose-insulin feedback caused by inhibiting wild-type PI3K results in elevated insulin that can activate PI3K signaling and subsequently limit the efficacy of PI3K inhibitors. While these factors limit the clinical utility of alpelisib, these data nonetheless establish mutant PI3Kα as a clinically validated target in breast cancer. Because these toxicities result in suboptimal doses and dosing schedules that result in incomplete PI3Kα inhibition, we believe that a H1047X or E542/E545K mutant selective inhibitor will enable improved target inhibition, and therefore improved clinical efficacy. Additionally, overcoming hyperinsulinemia and hyperglycemia could increase efficacy by preventing insulin feedback that activates PI3K signaling.

Our solution, mutant selective inhibition of PI3Kα

Given the existence of mutations in PI3Kα with different biological mechanisms underlying aberrant activity, we believe there are multiple opportunities to develop distinct mutant selective inhibitors of PI3Kα. Addressing the challenge of mutant selectivity required us to express and then solve the structure of the full-length PI3Kα protein. This structure, which to our knowledge had previously not been solved, represented a technical challenge because PI3Kα is a membrane-bound protein. This type of protein is typically difficult both to purify in large quantities and to crystallize. Nonetheless, we were able to obtain the structure of full-length PI3Kα using Cryo-EM. The three-dimensional structure of PI3Kα was determined by collecting data from two-dimensional electron microscopic projections of thin layers of protein. The resulting three-dimensional protein structure provided us with fundamental insights into the mechanism of activation of PI3Kα and the impact of mutations on its function. Through the integration of these structural insights with a combination of experimental and computational techniques, our aim is to develop a franchise of mutant selective PI3Kα inhibitors. The first lead molecule derived from these efforts, which is focused on H1047X, is described below.

FOIA CONFIDENTIAL TREATMENT REQUESTED

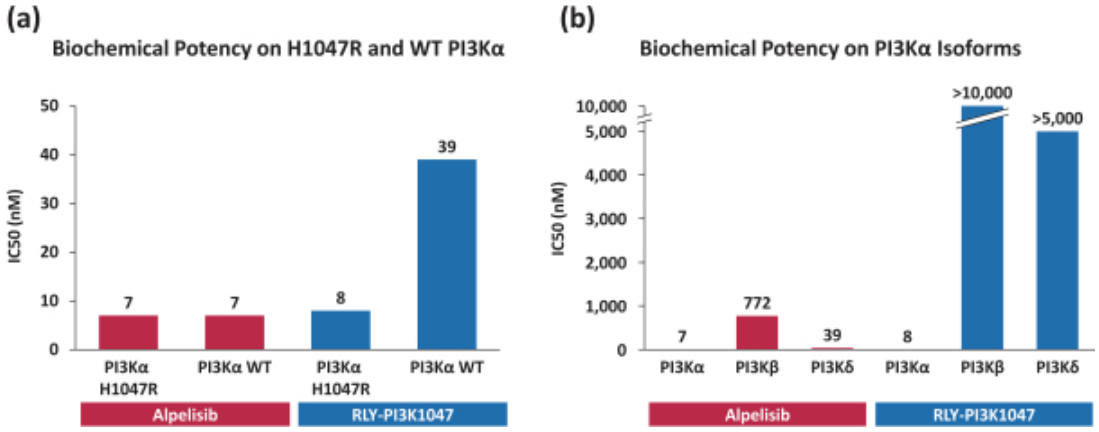
Current lead molecule for PI3K-H1047X Mutations, RLY-PI3K1047

RLY-PI3K1047 is a small molecule inhibitor of PI3Kα that we designed to specifically target PI3Kα H1047X mutant via a previously undescribed allosteric mechanism. As described above, adverse events such as hyperglycemia are common among PI3K inhibitors that have been tested in the clinic, leading us to focus on identifying an inhibitor that bound to a novel site on PI3Kα. Our intent was to obtain a molecule that could selectively bind to the mutant form of PI3Kα.

Structural analyses of PI3Kα showed that mutations at amino acid H1047 cause structural alterations that are located away from the catalytic site, the place where other PI3K inhibitors bind. We then performed long timescale molecular dynamics simulations of wild-type and H1047R mutant PI3Kα to identify a series of dynamic structural changes caused by the mutation that are not present in the wild-type protein.

Utilizing this structural information, we designed inhibitors to target a novel allosteric binding site on the PI3Kα H1047R mutant protein that our computational and experimental approaches exposed. This process led to the discovery of RLY-PI3K1047, which is approximately 5-fold selective for the H1047R mutant form of PI3Kα compared to the wild-type protein in biochemical assays (**Figure 28**). In contrast, alpelisib inhibited the mutant and wild-type proteins with equivalent potency. In addition, we found that RLY-PI3K1047 is highly selective for PI3Kα over other PI3K isoforms, including PI3Kß and PI3Kd, showing no appreciable inhibition. In contrast, alpelisib significantly inhibited the PI3Kd isoform. Given toxicities associated with inhibitors that target PI3K isoforms other than PI3Kα, including gastrointestinal side effects and transaminitis, we believe that RLY-PI3K1047 provides a dual advantage of isoform and mutant selectivity, which could result in increased clinical efficacy compared alpelisib or other orthosteric PI3Kα inhibitors.

Figure 28. Compared to alpelisib, RLY-PI3K1047 is more selective for the PI3Kα mutant (H1047R) compared to wild-type (a) and more selective for the PI3Kα isoform compared to other PI3K isoforms PI3Kß and PI3Kd (b).



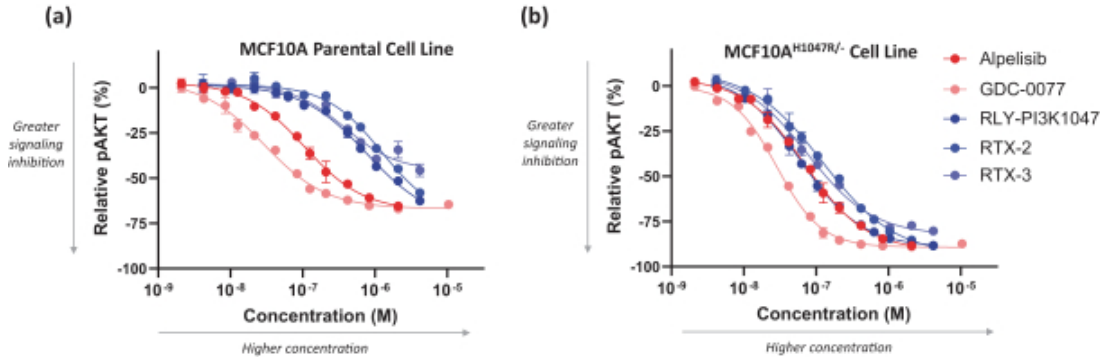
Biochemical potency for RLY-PI3K1047 compared to alpelisib. IC50 values are shown for inhibition of the PI3Kα mutant (H1047R) compared to wild-type **(a)** and for PI3Kα compared to other PI3K isoforms **(b)**.

This increased biochemical potency for PI3Kα H1047R mutant protein translates into an increased potency in cellular pharmacodynamic assays. RLY-PI3K1047 was approximately 10-fold more potent for inhibition of phosphorylated AKT (pAKT), a key substrate of PI3Kα, in transformed breast epithelial cells expressing PI3Kα H1047R compared to the same cells expressing wild-type PI3Kα. Examples of other lead compounds generated in this program (referred to as RTX-2 and RTX-3) also showed 5 to 10-fold increased potency for inhibition of

FOIA CONFIDENTIAL TREATMENT REQUESTED

pAKT in transformed breast epithelial cells expressing PI3Kα H1047R (**Figure 29**). In contrast, alpelisib and GDC-0077 (an orthosteric PI3Kα inhibitor currently in development) showed approximately equal potencies in cells expressing either the mutant or wild-type forms.

Figure 29. Compared to other clinical PI3Kα inhibitors (alpelisib and GDC-0077), RLY-PI3K1047 more potently inhibits pAKT in cells expressing H1047R mutant PI3Kα compared to cells expressing wild-type PI3Kα.

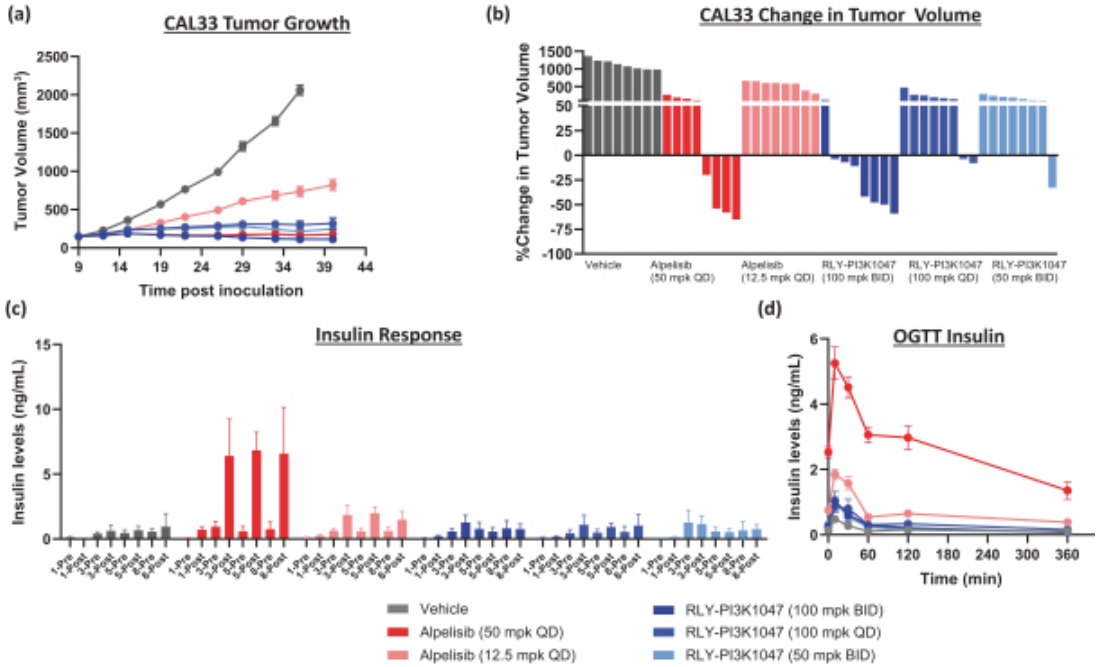


Inhibition of pAKT by RLY-PI3K1047 in a pharmacodynamic assay. MCF10A transformed breast epithelial cells expressing wild-type PI3Kα **(a)** or engineered to express the PI3Kα H1047R mutation **(b)** were treated with alpelisib, GDC-0077 or RLY-PI3K1047 for 2 hours and the impact on pAKT levels was assessed using an HTRF assay.

The selectivity of RLY-PI3K1047 was then evaluated *in vivo*. Oral dosing of RLY-PI3K1047 resulted in significant tumor growth inhibition in a mouse xenograft model of PI3Kα H1047R carcinoma at doses of 100 mg/kg delivered once or twice daily or 50 mg/kg delivered twice daily. RLY-PI3K1047 administered at 100 mg/kg twice daily resulted in tumor volume reductions in most animals, with a greater degree of tumor volume reduction compared to alpelisib administered at 50 mg/kg once daily (**Figure 30**). An important validation of our efforts to avoid the dose-limiting toxicities associated with other PI3K inhibitors is the effect of RLY-PI3K1047 on hyperinsulinemia. As discussed above, hyperinsulinemia and hyperglycemia can lead to decreased efficacy of PI3K inhibitors. In a study evaluating the effects of alpelisib or RLY-PI3K1047 treatment on insulin levels, RLY-PI3K1047 led to minimal changes in serum insulin when administered orally at all doses tested for the duration of the study. In contrast, alpelisib treatment resulted in significant increases in serum insulin. Additionally, in an oral glucose tolerance test (OGTT) assessing insulin response after dosing of compounds, alpelisib treatment lead to significantly larger increases in serum insulin compared to all doses of RLY-PI3K1047 tested.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Figure 30. RLY-PI3K1047 inhibits tumor growth in vivo with minimal increases in serum insulin levels.



Anti-tumor activity and impact on serum insulin levels in response to treatment with RLY-PI3K1047. **(a)** The CAL33 xenograft model was dosed once or twice with RLY-PI3K1047 by oral administration or alpelisib once daily by oral administration, and tumor growth was evaluated. Data represent mean tumor volume over time, and error bars represent standard error of the mean. **(b)** RLY-PI3K1047 dosed at 100 mg/kg twice daily led to reduction in tumor volume in most animals. **(c)** Insulin levels in serum were measured before and one hour after drug administration in non-tumor bearing animals for 8 days. Data represent the average of 8 measurements, error bars represent standard error of the mean. **(d)** In the oral glucose tolerance test (OGTT), animals were fasted overnight prior to compound treatment. Animals were then allowed to recover after compound dosing for 1hr. After the 1hr recovery, a 2 g/kg glucose solution was administered orally. Insulin levels were measured at time 0 (prior to glucose administration), 10, 30, 60, 120 and 360 minutes post dosing.

While RLY-PI3K1047 is one lead molecule generated in this franchise, we are continuing lead optimization to identify mutant selective inhibitors of PI3Kα meeting our criteria to enter IND-enabling studies.

Our clinical development plan

We expect to begin IND-enabling studies for a differentiated, potentially best-in-class PI3Kα H1047X mutant-selective inhibitor in 2021. With this profile, we will look to advance a precision medicine program that quickly establishes safety, tolerability, and preliminary efficacy, in patients with advanced solid tumors with H1047X mutations. Upon completion of dose escalation, the mutant PI3Kα inhibitor will be tested as a monotherapy in advanced cancer patients with PI3Kα H1047X mutations in a tumor-agnostic study. We will also pursue disease-specific development paths including combination with endocrine therapy +/- CDK4/6 inhibitors in hormone-receptor positive breast cancer and a PI3Kα H1047X mutation.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Our Discovery Programs

We are deploying our Dynamo platform to advance an additional three discovery-stage precision oncology programs. As with our lead programs, these programs leverage insights into protein conformational dynamics to address high-value, genetically validated oncogenes that previously have been intractable to conventional drug-discovery approaches. The capabilities for our Dynamo platform in protein visualization can be applied to multiple therapeutic areas beyond precision oncology. We are continuing to leverage the power of our Dynamo platform to further diversify our pipeline by extending our approach to address genetically validated targets in monogenic diseases with two discovery-stage programs, where genetic alterations lead to disease-causing defects in protein conformational dynamics.

Our Key Scientific Collaborations

While we have invested extensively in our in-house capabilities and know-how, we selectively work with key collaborators and field experts on certain emerging technologies. Most of our experimental collaborations are focused on the technologies we use to visualize protein structure at the atomic level. For example, we work with Professor James Fraser from UCSF on performing and analyzing room temperature X-ray crystallography experiments and Professor Adam Frost from UCSF on Cryo-EM image analysis. Both are world leading experts on these technologies, and they provide important know-how and insights in collaboration with our scientists.

Since our firm's founding we have collaborated with D. E. Shaw Research, a computational biochemistry research firm operating under the scientific leadership of Dr. David E. Shaw, which has developed proprietary software and hardware to perform long timescale molecular dynamics simulations. Through an affiliate, D. E. Shaw Research is also one of our investors. We collaborate with D. E. Shaw Research scientists to research certain protein targets on an exclusive basis, with a focus on the dynamic behavior of proteins, through the use of D. E. Shaw Research's computational modeling capabilities, such as the Anton 2 supercomputer and proprietary algorithms and software developed specifically by D. E. Shaw Research for processing long timescale molecular dynamics simulations. Our scientists work closely with D. E. Shaw Research scientists on each of our programs, especially in the discovery stage as we develop motion-based hypotheses and identify lead compounds. See "Business—Collaboration and License Agreement with D. E. Shaw Research, LLC" for more detail on the terms of the DESRES Agreement.

While our key computational collaboration is with D. E. Shaw Research, we also have other collaborations mostly focused on developing machine learning models. Specifically, we collaborate with Google on machine learning models to generate novel molecules with specific activity, and with Professor Tim Cernak from the University of Michigan on machine learning models focused on chemical synthesis and high throughput experimentation.

Competition

The biotechnology and pharmaceutical industries are characterized by rapid innovation of new technologies, fierce competition and strong defense of intellectual property. While we believe that our platform and our knowledge, experience and scientific resources provide us with competitive advantages, we face competition from major pharmaceutical and biotechnology companies, academic institutions, governmental agencies and public and private research institutions, among others.

We compete in the segments of the pharmaceutical, biotechnology, and other related markets that address experimentally and computationally driven structure-based drug design in cancer and genetic diseases. There are other companies focusing on structure-based drug design to develop therapies in the fields of cancer and other diseases. These companies include divisions of large pharmaceutical companies and biotechnology companies of

FOIA CONFIDENTIAL TREATMENT REQUESTED

various sizes. Any product candidates that we successfully develop and commercialize will compete with currently approved therapies and new therapies that may become available in the future from segments of the pharmaceutical, biotechnology and other related markets that pursue precision medicines. Key product features that would affect our ability to effectively compete with other therapeutics include the efficacy, safety and convenience of our products.

We believe principal competitive factors to our business include, among other things, the rich protein structural data sets we are able to generate, the power and accuracy of our computations and predictions, ability to integrate experimental and computational capabilities, ability to successfully transition research programs into clinical development, ability to raise capital, and the scalability of the platform, pipeline, and business.

While there are many pharmaceutical and biotechnology companies that use some of the same tools that we use in our platform, we believe we compete favorably on the basis of these factors. The effort and investment required to develop a highly integrated experimental and computational platform similar to ours will hinder new entrants that are unable to invest the necessary capital and time and lack the breadth and depth of technical expertise required to develop competing capabilities. Our ability to remain competitive will largely depend on our ability to continue to augment our integrated experimental and computational platform and demonstrate success in our drug discovery efforts.

Our competitors may obtain regulatory approval of their products more rapidly than we may or may obtain patent protection or other intellectual property rights that limit our ability to develop or commercialize our product candidates. Our competitors may also develop drugs that are more effective, more convenient, more widely used and less costly or have a better safety profile than our products and these competitors may also be more successful than us in manufacturing and marketing their products.

In addition, we will need to develop our product candidates in collaboration with diagnostic companies, and we will face competition from other companies in establishing these collaborations. Our competitors will also compete with us in recruiting and retaining qualified scientific, management and commercial personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Furthermore, we also face competition more broadly across the market for cost-effective and reimbursable cancer treatments. The most common methods of treating patients with cancer are surgery, radiation and drug therapy, including chemotherapy, hormone therapy and targeted drug therapy or a combination of such methods. There are a variety of available drug therapies marketed for cancer. In many cases, these drugs are administered in combination to enhance efficacy. While our product candidates, if any are approved, may compete with these existing drug and other therapies, to the extent they are ultimately used in combination with or as an adjunct to these therapies, our product candidates may not be competitive with them. Some of these drugs are branded and subject to patent protection, and others are available on a generic basis. Insurers and other third-party payors may also encourage the use of generic products or specific branded products. We expect that if our product candidates are approved, they will be priced at a significant premium over competitive generic, including branded generic, products. As a result, obtaining market acceptance of, and gaining significant share of the market for, any of our product candidates that we successfully introduce to the market will pose challenges. In addition, many companies are developing new therapeutics, and we cannot predict what the standard of care will be as our product candidates progress through clinical development.

RLY-1971

While there are currently no approved products targeting SHP2, we are aware of other companies in clinical trials developing therapeutics that target SHP2, including Revolution Medicines in partnership with Sanofi, Novartis AG, and Jacobio Pharmaceuticals.

FOIA CONFIDENTIAL TREATMENT REQUESTED

RLY-4008

While there are currently no approved products that selectively target FGFR2, we are aware of other companies developing therapeutics that selectively target FGFR2, which include, but are not limited to: Five Prime Therapeutics and Russian Pharmaceutical Technologies. Specifically, we expect RLY-4008 to compete with approved development stage non-selective inhibitors of the FGFR receptor family that are being tested in patients with FGFR2 alterations, including but not limited to: Incyte Corporation (pemigatinib), QED Therapeutics (infigratinib), Basilea Pharmaceutica (derazantinib), Janssen (erdafitinib), Otsuka Holdings through its subsidiary Taiho Pharmaceutical (TAS-120), Debiopharm (Debio1347), Eisai Co (E-7090), and InnoCare Pharma (ICP-192).

The development of RLY-4008 will focus on solid tumor patients with FGFR2 alterations, including intrahepatic cholangiocarcinoma (ICC) patients harboring FGFR2 gene fusions. While there are no approved systemic therapies for ICC, the current standard of care for unresectable or metastatic patients is first-line gemcitabine/cisplatin chemotherapy. In addition, there are other companies developing potentially competitive drug candidates in ICC including, but not limited to: Merck & Co, Astrazeneca plc, Merck KGaA, and NuCana plc.

Mutant-PI3Kα Inhibitor Program

We expect that our mutant-selective PI3Kα inhibitor program will compete against an approved drug, Piqray (alpelisib), a non-selective PI3Kα inhibitor marketed by Novartis for the treatment of PI3Kα mutated breast cancer. We are aware of other companies developing therapeutics that target both wild-type and mutant PI3Kα, including but not limited to: Roche Holding AG through its subsidiary Genentech, Petra Pharma, Menarini Group, and Shanghai Haihe Pharma. Petra Pharma also has a preclinical development program for a mutant-selective PI3Kα inhibitor.

Collaboration and License Agreement with D. E. Shaw Research, LLC

On August 17, 2016, we entered into a Collaboration and License Agreement with D. E. Shaw Research, LLC, or D. E. Shaw Research. We and D. E. Shaw Research subsequently entered into nine amendments to that agreement, effective as of June 11, 2018, September 29, 2018, February 22, 2019, April 9, 2019, July 15, 2019, September 23, 2019, November 7, 2019, December 20, 2019, and March 12, 2020, respectively. We refer to this agreement, as amended, as the DESRES Agreement. Under the DESRES Agreement, we agreed to collaborate with D. E. Shaw Research to research certain biological targets through the use of D. E. Shaw Research computational modeling capabilities focused on analysis of protein motion, with an aim to develop and commercialize compounds and products directed to such targets. We are responsible for the development and commercialization of such compounds and products, subject to certain diligence obligations.

Under the DESRES Agreement, there are three categories of targets: Category 1 Targets, Category 2 Targets and Category 3 Targets. We and D. E. Shaw Research agreed on an initial list of Category 1 Targets and Category 2 Targets upon entering into the DESRES Agreement. Category 1 Targets are targets that, among other things, we collaborate on with D. E. Shaw Research, D. E. Shaw Research has exclusivity obligations with respect to, and we may owe royalties on; Category 2 Targets are targets in connection with the potential re-categorization of which into a Category 1 Target, we may, among other things, perform in vitro non-clinical research and development (but not in vivo non-clinical development, clinical development or commercialization), and Category 3 Targets are all targets other than Category 1 Targets and Category 2 Targets. There are mechanisms for re-categorizing targets, and we and D. E. Shaw Research have re-categorized certain targets pursuant to the various amendments to the DESRES Agreement. Our rights and obligations, and D. E. Shaw Research rights and obligations, with respect to targets vary by the category of each target. However, the parties only conduct collaborative activities together for Category 1 Targets, and we are limited to a maximum of eleven Category 1 Targets in the current collaboration year (with such number potentially changing from year to year, with any increase in such number of targets subject to the collaboration in each collaboration year capped at four more than the highest number of such targets in the previous year). The sum of the number of Category 1 Targets and the number of Category 2 Targets is capped at twenty, in any event.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Work product that is jointly developed with D. E. Shaw Research is initially co-owned with them. For each Category 1 Target there is a limit of up to 10 core compounds and a total of 500 compounds including derivatives of those core compounds that can be designated as solely owned by us. Each of we and D. E. Shaw Research grants to the other a perpetual, irrevocable, non-exclusive license for jointly held intellectual property, subject to certain exclusions.

During the initial research term, which is expected to last until August 2022, unless extended by mutual agreement, subject to some exceptions, D. E. Shaw Research will not, and will cause its subsidiaries not to, research any Category 1 Target (or grant certain rights with respect to such target) with the aim of pursuing any compound designed to interact with or bind to such Category 1 Target. Following the end of the initial research term, D. E. Shaw Research will not, and will cause its subsidiaries not to, research a Category 1 Target (or grant certain rights with respect to such target) with the aim of pursuing any compound designed to interact with or bind to any target that was a Category 1 Target at the end of the initial research term. D. E. Shaw Research will not be bound by such exclusivity provisions with respect to a particular Category 1 Target if we, and parties acting on our behalf, stop using commercially reasonable efforts to research, develop or commercialize any products against such Category 1 Target. Further, D. E. Shaw Research will be released from such exclusivity obligations with respect to a particular Category 1 Target if, at least 24 months after the end of the initial research term, D. E. Shaw Research informs us that D. E. Shaw Research will forgo all future payments with respect to such Category 1 Target.

During the initial research term, neither D. E. Shaw Research nor we will, and we will each cause our subsidiaries not to, research a Category 2 Target (or grant certain rights with respect to such target) with the aim of pursuing any compound designed to interact with or bind to such Category 2 Target, subject to some exceptions. These exclusivity restrictions do not extend past the initial research term.

There is no exclusivity with respect to Category 3 Targets.

Through March 31, 2020, we have made cash payments to D. E. Shaw Research under the DESRES Agreement totaling $3.5 million in the aggregate. On a product-by-product basis, we have also agreed to pay D. E. Shaw Research milestone payments upon the achievement of certain development and regulatory milestone events for products we develop under the DESRES Agreement that are directed to a Category 1 Target or any target that was a Category 1 Target. Our SHP2, FGFR2 and PI3K programs are each directed to Category 1 Targets. Such payments for achievement of development and regulatory milestones total up to $7.25 million in the aggregate for each of the first three products we develop, and up to $6.25 million in the aggregate for each product we develop after the first three.

Additionally, we have agreed to pay D. E. Shaw Research, on a product-by-product basis, with respect to products directed to Category 1 Targets or any target that was a Category 1 Target, royalties in the low single digits on worldwide net sales of products directed to the targets selected for development under the DESRES Agreement, subject to certain reductions. Royalties are payable on a product-by-product and country-by-country basis until the later of twelve years after first commercial sale in such country or the expiration of all applicable regulatory exclusivities in such country. On a product-by-product basis, we also agreed to pay D. E. Shaw Research sales milestone payments up to $36.0 million in the aggregate based on sales of each product directed to a Category 1 Target or any target that was a Category 1 Target. Further, if we enter into transactions granting third parties rights to a Category 1 Target or a compound or product directed to a Category 1 Target or any target that was a Category 1 Target, we will share with D. E. Shaw Research a percentage of the proceeds, subject to certain exclusions, of such transactions ranging from the low- to high-single digits, depending on the stage of development of compounds or products directed to such target at the time we enter into such transaction. We have also agreed to pay D. E. Shaw Research an annual collaboration fee of $1,000,000 on each of the first six anniversaries of the DESRES Agreement.

Unless earlier terminated, the DESRES Agreement will continue at least until the end of the research term and thereafter on a target-by-target basis until all payment obligations have expired. D. E. Shaw Research has the right to terminate the DESRES Agreement due to non-payment. We and D. E. Shaw Research each have the right

FOIA CONFIDENTIAL TREATMENT REQUESTED

to terminate the DESRES Agreement due to an uncured material breach by the other party, or in the event the other party becomes insolvent or enters into bankruptcy or dissolution proceedings. Our payment obligations to DESRES survive termination of the DESRES Agreement. If D. E. Shaw Research terminates the DESRES Agreement, the exclusivity obligations will terminate. If we terminate the DESRES Agreement, D. E. Shaw Research remains bound by its exclusivity obligations with respect to certain targets until, on a target-by-target basis, there are no further payment obligations due to D. E. Shaw Research in respect of such targets.

Intellectual Property

We seek to protect the intellectual property and proprietary technology that we consider important to our business, including by pursuing patent applications that cover our product candidates and methods of using the same, as well as any other relevant inventions and improvements that we believe to be commercially important to the development of our business. We also rely on trade secrets, know-how and continuing technological innovation to develop and maintain our proprietary and intellectual property position. Our commercial success depends, in part, on our ability to obtain, maintain, enforce and protect our intellectual property and other proprietary rights for the technology, inventions and improvements we consider important to our business, and to defend any patents we may own or in-license in the future, prevent others from infringing any patents we may own or in-license in the future, preserve the confidentiality of our trade secrets, and operate without infringing, misappropriating or otherwise violating the valid and enforceable patents and proprietary rights of third parties.

As with other biotechnology and pharmaceutical companies, our ability to maintain and solidify our proprietary and intellectual property position for our product candidates and technologies will depend on our success in obtaining effective patent claims and enforcing those claims if granted. However, our pending provisional and PCT patent applications, and any patent applications that we may in the future file or license from third parties, may not result in the issuance of patents and any issued patents we may obtain do not guarantee us the right to practice our technology or commercialize our product candidates. We also cannot predict the breadth of claims that may be allowed or enforced in any patents we may own or in-license in the future. Any issued patents that we may own or in-license in the future may be challenged, invalidated, circumvented or have the scope of their claims narrowed. In addition, because of the extensive time required for clinical development and regulatory review of a product candidate we may develop, it is possible that, before any of our product candidates can be commercialized, any related patent may expire or remain in force for only a short period following commercialization, thereby limiting the protection such patent would afford the respective product and any competitive advantage such patent may provide.

The term of individual patents depends upon the date of filing of the patent application, the date of patent issuance and the legal term of patents in the countries in which they are obtained. In most countries, including the United States, the patent term is 20 years from the earliest filing date of a non-provisional patent application. In the United States, a patent's term may be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the USPTO in examining and granting a patent, or may be shortened if a patent is terminally disclaimed over an earlier filed patent. The term of a patent claiming a new drug product may also be eligible for a limited patent term extension when FDA approval is granted, provided statutory and regulatory requirements are met. The restoration period granted on a patent covering a product is typically one-half the time between the effective date of a clinical investigation involving human beings is begun and the submission date of an application, plus the time between the submission date of an application and the ultimate approval date. The restoration period cannot be longer than five years and the total patent term, including the restoration period, must not exceed 14 years following FDA approval. Only one patent applicable to an approved product is eligible for the extension, and only those claims covering the approved product, a method for using it, or a method for manufacturing it may be extended. Additionally, the application for the extension must be submitted prior to the expiration of the patent in question. A patent that covers multiple products for which approval is sought can only be extended in connection with one of the approvals. The United States Patent and Trademark Office reviews and approves the application for any patent term extension or restoration in consultation with the FDA. In the future, if our product candidates receive approval by the FDA, we expect to apply for patent term extensions on any

FOIA CONFIDENTIAL TREATMENT REQUESTED

issued patents covering those products, depending upon the length of the clinical studies for each product and other factors. There can be no assurance that patents will issue from our current or future pending patent applications, or that we will benefit from any patent term extension or favorable adjustments to the terms of any patents we may own or in-license in the future. In addition, the actual protection afforded by a patent varies on a product-by-product basis, from country-to-country, and depends upon many factors, including the type of patent, the scope of its coverage, the availability of regulatory-related extensions, the availability of legal remedies in a particular country and the validity and enforceability of the patent. Patent term may be inadequate to protect our competitive position on our products for an adequate amount of time.

As of April 30, 2020, we owned five pending U.S. provisional patent applications, four U.S. non-provisional patent applications, and seven pending Patent Cooperation Treaty, or PCT, patent applications, one Argentina non-provisional patent application, and one Taiwan non-provisional patent application. We currently do not own or in-license any issued patents or non-provisional patent applications with respect to RLY-4008, our platform technology, or our PI3K Program, and our intellectual property portfolio is in its very early stages. We do not currently own or in-license any issued patents or provisional or non-provisional patent applications covering our other product candidates or technology. Presently, all of the patent applications we own are co-owned with D. E. Shaw, with the exception of one of our U.S. provisional patent applications relating to certain dosage forms of RLY-1971, which is wholly owned by us.

RLY-1971

As of April 30, 2020, we owned one PCT patent application, one Argentina patent application, and one Taiwan patent application that cover the composition of matter for RLY-1971, as well as methods of using and making RLY-1971. Any U.S. or foreign patent that may issue from these patent applications would be scheduled to expire in 2039, excluding any additional term for patent term adjustment or patent term extension, if applicable. As of April 30, 2020, we wholly own one U.S. provisional patent application that covers the drug substance and methods of manufacture of RLY-1971. Any U.S. or foreign patent that may issue from a non-provisional patent application claiming priority to this patent applications would be scheduled to expire in 2040, excluding any additional term for patent term adjustment or patent term extension, if applicable.

RLY-4008

As of April 30, 2020, we owned three pending U.S. provisional applications that covers the composition of matter for RLY-4008, as well as methods of using and making RLY-4008. Any U.S. or foreign patent that may issue from a non-provisional patent application claiming priority to these applications would be scheduled to expire in 2040, excluding any additional term for patent term adjustment or patent term extension, if applicable.

PI3K Program

As of April 30, 2020, we owned one pending U.S. provisional patent applications that cover our PI3K Program, which is directed to the composition of matter for the drug candidates of the program, analogs thereof, as well as methods of making and using these compounds. Any U.S. or foreign patent that may issue from a non-provisional patent application claiming priority to this application would be scheduled to expire in 2040.

Prosecution of the provisional patent applications and PCT patent applications covering RLY-4008 and our PI3K Program has not commenced, and will not commence unless and until they are timely converted into U.S. non-provisional or national stage applications. Prosecution is a lengthy process, during which the scope of the claims initially submitted for examination by the USPTO or other foreign jurisdiction are often significantly narrowed by the time they issue, if they issue at all. Any U.S. or foreign patent issuing from these provisional, PCT, or foreign patent applications (assuming they are timely converted into non-provisional applications, and

FOIA CONFIDENTIAL TREATMENT REQUESTED

such non-provisional applications are granted as issued patents) would be scheduled to expire in 2040, excluding any additional term for patent term adjustment or patent term extension, and assuming national phase entries are timely made based upon the pending PCT application, and payment of all applicable maintenance or annuity fees. Any of our pending PCT patent applications are not eligible to become issued patents until, among other things, we file national stage patent applications within 30 months in the countries in which we seek patent protection. If we do not timely file any national stage patent applications, we may lose our priority date with respect to our PCT patent applications and any patent protection on the inventions disclosed in such PCT patent applications. Our provisional patent applications may never result in issued patents and are not eligible to become issued patents until, among other things, we file a non-provisional patent application within 12 months of filing the related provisional patent application. If we do not timely file non-provisional patent applications, we may lose our priority date with respect to our provisional patent applications and any patent protection on the inventions disclosed in our provisional patent applications. While we intend to timely file non-provisional and national stage patent applications relating to our provisional and PCT patent applications, we cannot predict whether any of our future patent applications for RLY-1971, RLY-4008, or any of our other product candidates or technology, will issue as patents. If we do not successfully obtain patent protection, or, even if we do obtain patent protection, if the scope of the patent protection we, or our potential licensors, obtain with respect to RLY-1971, RLY-4008, or our other product candidates or technology is not sufficiently broad, we will be unable to prevent others from using our technology or from developing or commercializing technology and products similar or identical to ours or other competing products and technologies.

In addition to patent applications, we rely on unpatented trade secrets, know-how and continuing technological innovation to develop and maintain our competitive position. However, trade secrets and confidential know-how are difficult to protect. In particular, we anticipate that with respect to the building of our compound library, our trade secrets and know-how will over time be disseminated within the industry through independent development and public presentations describing the methodology. We seek to protect our proprietary information, in part, by executing confidentiality agreements with our collaborators and scientific advisors and non-competition, non-solicitation, confidentiality and invention assignment agreements with our employees and consultants. We have also executed agreements requiring assignment of inventions with selected consultants, scientific advisors and collaborators. The confidentiality agreements we enter into are designed to protect our proprietary information and the agreements or clauses requiring assignment of inventions to us are designed to grant us ownership of technologies that are developed through our relationship with the respective counterparty. We cannot guarantee that we will have executed such agreements with all applicable employees and contractors, or that these agreements will afford us adequate protection of our intellectual property and proprietary information rights. In addition, our trade secrets and/or confidential know-how may become known or be independently developed by a third party or misused by any collaborator to whom we disclose such information. These agreements may also be breached, and we may not have an adequate remedy for any such breach. Despite any measures taken to protect our intellectual property, unauthorized parties may attempt to copy aspects of our products or to obtain or use information that we regard as proprietary. Although we take steps to protect our proprietary information, third parties may independently develop the same or similar proprietary information or may otherwise gain access to our proprietary information. As a result, we may be unable to meaningfully protect our trade secrets and proprietary information. For more information regarding the risks related to our intellectual property, please see “Risk Factors—Risks Related to our Intellectual Property.”

Commercialization

Subject to receiving marketing approvals, we expect to commence commercialization activities by building a focused sales and marketing organization in the United States to sell our products. We believe that such an organization will be able to address the community of oncologists who are the key specialists in treating the patient populations for which our product candidates are being developed. Outside the United States, we expect to enter into distribution and other marketing arrangements with third parties for any of our product candidates that obtain marketing approval.

FOIA CONFIDENTIAL TREATMENT REQUESTED

We also plan to build a marketing and sales management organization to create and implement marketing strategies for any products that we market through our own sales organization and to oversee and support our sales force. The responsibilities of the marketing organization would include developing educational initiatives with respect to approved products and establishing relationships with researchers and practitioners in relevant fields of medicine.

Manufacturing

We do not have any manufacturing facilities or personnel. We currently rely, and expect to continue to rely, on third parties for the manufacture of our product candidates undergoing preclinical testing, as well as for clinical testing and commercial manufacture if our product candidates receive marketing approval.

All of our drug candidates are small molecules and are manufactured in synthetic processes from available starting materials. The chemistry appears amenable to scale-up and does not currently require unusual equipment in the manufacturing process. We expect to continue to develop product candidates that can be produced cost-effectively at contract manufacturing facilities.

We generally expect to rely on third parties for the manufacture of companion diagnostics for our products, which are assays or tests to identify an appropriate patient population. Depending on the technology solutions we choose, we may rely on multiple third parties to manufacture and sell a single test.

Governmental Regulation

The FDA and other regulatory authorities at federal, state and local levels, as well as in foreign countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, import, export, safety, effectiveness, labeling, packaging, storage, distribution, recordkeeping, approval, advertising, promotion, marketing, post-approval monitoring and post-approval reporting of drugs. We, along with our vendors, contract research organizations and contract manufacturers, will be required to navigate the various preclinical, clinical, manufacturing and commercial approval requirements of the governing regulatory agencies of the countries in which we wish to conduct studies or seek approval of our product candidates. The process of obtaining regulatory approvals of drugs and ensuring subsequent compliance with appropriate federal, state, local and foreign statutes and regulations requires the expenditure of substantial time and financial resources.

In the United States, where we are initially focusing our drug development, the FDA regulates drug products under the Federal Food, Drug, and Cosmetic Act, or FD&C Act, as amended, its implementing regulations and other laws. If we fail to comply with applicable FDA or other requirements at any time with respect to product development, clinical testing, approval or any other legal requirements relating to product manufacture, processing, handling, storage, quality control, safety, marketing, advertising, promotion, packaging, labeling, export, import, distribution, or sale, we may become subject to administrative or judicial sanctions or other legal consequences. These sanctions or consequences could include, among other things, the FDA's refusal to approve pending applications, issuance of clinical holds for ongoing studies, suspension or revocation of approved applications, warning or untitled letters, product withdrawals or recalls, product seizures, relabeling or repackaging, total or partial suspensions of manufacturing or distribution, injunctions, fines, civil penalties or criminal prosecution.

The process required by the FDA before our product candidates are approved as drugs for therapeutic indications and may be marketed in the United States generally involves the following:

- completion of extensive preclinical studies in accordance with applicable regulations, including studies conducted in accordance with good laboratory practice, or GLP, requirements;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- completion of the manufacture, under current Good Manufacturing Practices, or cGMP, conditions, of the drug substance and drug product that the sponsor intends to use in human clinical trials along with required analytical and stability testing;
- submission to the FDA of an investigational new drug application, or IND, which must become effective before clinical trials may begin;
- approval by an institutional review board, or IRB, or independent ethics committee at each clinical trial site before each trial may be initiated;
- performance of adequate and well-controlled clinical trials in accordance with applicable IND regulations, good clinical practice, or GCP, requirements and other clinical trial-related regulations to establish the safety and efficacy of the investigational product for each proposed indication;
- submission to the FDA of a New Drug Application, or NDA;
- a determination by the FDA within 60 days of its receipt of an NDA, to accept the filing for review;
- satisfactory completion of one or more FDA pre-approval inspections of the manufacturing facility or facilities where the drug will be produced to assess compliance with cGMP requirements to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity;
- potentially, satisfactory completion of FDA audit of the clinical trial sites that generated the data in support of the NDA;
- payment of user fees for FDA review of the NDA; and
- FDA review and approval of the NDA, including consideration of the views of any FDA advisory committee, prior to any commercial marketing or sale of the drug in the United States.

Preclinical studies and clinical trials for drugs

Before testing any drug in humans, the product candidate must undergo rigorous preclinical testing. Preclinical studies include laboratory evaluations of drug chemistry, formulation and stability, as well as *in vitro* and animal studies to assess safety and in some cases to establish the rationale for therapeutic use. The conduct of preclinical studies is subject to federal and state regulation, including GLP requirements for safety/toxicology studies. The results of the preclinical studies, together with manufacturing information and analytical data, must be submitted to the FDA as part of an IND. An IND is a request for authorization from the FDA to administer an investigational product to humans and must become effective before clinical trials may begin. Some long-term preclinical testing may continue after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises concerns or questions about the conduct of the clinical trial, including concerns that human research subjects will be exposed to unreasonable health risks, and imposes a full or partial clinical hold. FDA must notify the sponsor of the grounds for the hold and any identified deficiencies must be resolved before the clinical trial can begin. Submission of an IND may result in the FDA not allowing clinical trials to commence or not allowing clinical trials to commence on the terms originally specified in the IND. A clinical hold can also be imposed once a trial has already begun, thereby halting the trial until the deficiencies articulated by FDA are corrected.

The clinical stage of development involves the administration of the product candidate to healthy volunteers or patients under the supervision of qualified investigators, who generally are physicians not employed by or under the trial sponsor's control, in accordance with GCP requirements, which include the requirements that all research subjects provide their informed consent for their participation in any clinical trial. Clinical trials are conducted under protocols detailing, among other things, the objectives of the clinical trial, dosing procedures, subject selection and exclusion criteria and the parameters and criteria to be used in monitoring safety and evaluating effectiveness. Each protocol, and any subsequent amendments to the protocol, must be submitted to the FDA as part of the IND. Furthermore, each clinical trial must be reviewed and approved by an IRB for each

FOIA CONFIDENTIAL TREATMENT REQUESTED

institution at which the clinical trial will be conducted to ensure that the risks to individuals participating in the clinical trials are minimized and are reasonable compared to the anticipated benefits. The IRB also approves the informed consent form that must be provided to each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed. The FDA, the IRB, or the sponsor may suspend or discontinue a clinical trial at any time on various grounds, including a finding that the subjects are being exposed to an unacceptable health risk. There also are requirements governing the reporting of ongoing clinical trials and completed clinical trials to public registries. Information about clinical trials, including results for clinical trials other than Phase 1 investigations, must be submitted within specific timeframes for publication on www.ClinicalTrials.gov, a clinical trials database maintained by the National Institutes of Health.

A sponsor who wishes to conduct a clinical trial outside of the United States may, but need not, obtain FDA authorization to conduct the clinical trial under an IND. If a foreign clinical trial is not conducted under an IND, FDA will nevertheless accept the results of the study in support of an NDA if the study was conducted in accordance with GCP requirements, and the FDA is able to validate the data through an onsite inspection if deemed necessary.

Clinical trials to evaluate therapeutic indications to support NDAs for marketing approval are typically conducted in three sequential phases, which may overlap.

- *Phase 1*—Phase 1 clinical trials involve initial introduction of the investigational product into healthy human volunteers or patients with the target disease or condition. These studies are typically designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, excretion the side effects associated with increasing doses, and, if possible, to gain early evidence of effectiveness.
- *Phase 2*—Phase 2 clinical trials typically involve administration of the investigational product to a limited patient population with a specified disease or condition to evaluate the drug's potential efficacy, to determine the optimal dosages and dosing schedule and to identify possible adverse side effects and safety risks.
- *Phase 3*—Phase 3 clinical trials typically involve administration of the investigational product to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for product approval and physician labeling.

In August 2018, the FDA released a draft guidance entitled "Expansion Cohorts: Use in First-In-Human Clinical Trials to Expedite Development of Oncology Drugs and Biologics," which outlines how drug developers can utilize an adaptive trial design commonly referred to as a seamless trial design in early stages of oncology drug development (i.e., the first-in-human clinical trial) to compress the traditional three phases of trials into one continuous trial called an expansion cohort trial. Information to support the design of individual expansion cohorts are included in IND applications and assessed by FDA. Expansion cohort trials can potentially bring efficiency to drug development and reduce development costs and time.

Post-approval trials, sometimes referred to as Phase 4 clinical trials or post-marketing studies, may be conducted after initial marketing approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication and are commonly intended to generate additional safety data regarding use of the product in a clinical setting. In certain instances, the FDA may mandate the performance of Phase 4 clinical trials as a condition of NDA approval.

Progress reports detailing the results of the clinical trials, among other information, must be submitted at least annually to the FDA. Written IND safety reports must be submitted to the FDA and the investigators fifteen days after the trial sponsor determines the information qualifies for reporting for serious and unexpected suspected

adverse events, findings from other studies or animal or *in vitro* testing that suggest a significant risk for human volunteers and any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must also notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction as soon as possible but in no case later than seven calendar days after the sponsor's initial receipt of the information.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the product candidate and finalize a process for manufacturing the drug product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and manufacturers must develop, among other things, methods for testing the identity, strength, quality and purity of the final drug product. Additionally, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

U.S. marketing approval for drugs

Assuming successful completion of the required clinical testing, the results of the preclinical studies and clinical trials, together with detailed information relating to the product's chemistry, manufacture, controls and proposed labeling, among other things, are submitted to the FDA as part of an NDA package requesting approval to market the product for one or more indications. An NDA is a request for approval to market a new drug for one or more specified indications and must contain proof of the drug's safety and efficacy for the requested indications. The marketing application is required to include both negative and ambiguous results of preclinical studies and clinical trials, as well as positive findings. Data may come from company-sponsored clinical trials intended to test the safety and efficacy of a product's use or from a number of alternative sources, including studies initiated by investigators. To support marketing approval, the data submitted must be sufficient in quality and quantity to establish the safety and efficacy of the investigational product to the satisfaction of the FDA. FDA must approve an NDA before a drug may be marketed in the United States.

The FDA reviews all submitted NDAs before it accepts them for filing and may request additional information rather than accepting the NDA for filing. The FDA must make a decision on accepting an NDA for filing within 60 days of receipt, and such decision could include a refusal to file by the FDA. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the NDA. The FDA reviews an NDA to determine, among other things, whether the drug is safe and effective for the indications sought and whether the facility in which it is manufactured, processed, packaged or held meets standards designed to assure the product's continued safety, quality and purity. Under the goals and polices agreed to by the FDA under the Prescription Drug User Fee Act, or PDUFA, the FDA targets ten months, from the filing date, in which to complete its initial review of a new molecular entity NDA and respond to the applicant, and six months from the filing date of a new molecular entity NDA for priority review. The FDA does not always meet its PDUFA goal dates for standard or priority NDAs, and the review process is often extended by FDA requests for additional information or clarification.

Further, under PDUFA, as amended, each NDA must be accompanied by a substantial user fee. The FDA adjusts the PDUFA user fees on an annual basis. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business. Additionally, no user fees are assessed on NDAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

The FDA also may require submission of a Risk Evaluation and Mitigation Strategy, or REMS, if it believes that a risk evaluation and mitigation strategy is necessary to ensure that the benefits of the drug outweigh its risks. A REMS can include use of risk evaluation and mitigation strategies like medication guides, physician communication plans, assessment plans, and/or elements to assure safe use, such as restricted distribution methods, patient registries, or other risk-minimization tools.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The FDA may refer an application for a novel drug to an advisory committee. An advisory committee is a panel of independent experts, including clinicians and other scientific experts, which reviews, evaluates and provides a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA, the FDA typically will inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and are adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA, the FDA may inspect one or more clinical trial sites to assure compliance with GCP and other requirements and the integrity of the clinical data submitted to the FDA.

After evaluating the NDA and all related information, including the advisory committee recommendation, if any, and inspection reports regarding the manufacturing facilities and clinical trial sites, the FDA may issue an approval letter, or, in some cases, a complete response letter. A complete response letter generally contains a statement of specific conditions that must be met in order to secure final approval of the NDA and may require additional clinical or preclinical testing in order for the FDA to reconsider the application. Even with submission of this additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval. If and when those conditions have been met to the FDA's satisfaction, the FDA will typically issue an approval letter. An approval letter authorizes commercial marketing of the drug with specific prescribing information for specific indications.

Even if the FDA approves a product, depending on the specific risk(s) to be addressed it may limit the approved indications for use of the product, require that contraindications, warnings or precautions be included in the product labeling, require that post-approval studies, including Phase 4 clinical trials, be conducted to further assess a drug's safety after approval, require testing and surveillance programs to monitor the product after commercialization, or impose other conditions, including distribution and use restrictions or other risk management mechanisms under a REMS, which can materially affect the potential market and profitability of the product. The FDA may prevent or limit further marketing of a product based on the results of post-marketing studies or surveillance programs. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes, and additional labeling claims, are subject to further testing requirements and FDA review and approval.

Orphan drug designation and exclusivity

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug intended to treat a rare disease or condition, which is a disease or condition that affects fewer than 200,000 individuals in the United States, or if it affects more than 200,000 individuals in the United States, there is no reasonable expectation that the cost of developing and making the product available in the United States for the disease or condition will be recovered from sales of the product. Orphan designation must be requested before submitting an NDA. Orphan designation does not convey any advantage in or shorten the duration of the regulatory review and approval process, though companies developing orphan products are eligible for certain incentives, including tax credits for qualified clinical testing and waiver of application fees.

If a product that has orphan designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to a seven-year period of marketing exclusivity during which the FDA may not approve any other applications to market the same therapeutic agent for the same indication, except in limited circumstances, such as a subsequent product's showing of clinical superiority over the product with orphan exclusivity or where the original applicant cannot produce sufficient quantities of product. Competitors, however, may receive approval of different therapeutic agents for the indication for which the orphan product has exclusivity or obtain approval for the same therapeutic agent for a different indication

than that for which the orphan product has exclusivity. Orphan product exclusivity could block the approval of one of our products for seven years if a competitor obtains approval for the same therapeutic agent for the same indication before we do, unless we are able to demonstrate that our product is clinically superior. If an orphan designated product receives marketing approval for an indication broader than what is designated, it may not be entitled to orphan exclusivity. Further, orphan drug exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or the manufacturer of the approved product is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

Rare pediatric disease designation and priority review vouchers

Under the FD&C Act, the FDA incentivizes the development of drugs that meet the definition of a "rare pediatric disease," defined to mean a serious or life-threatening disease in which the serious or life-threatening manifestations primarily affect individuals aged from birth to 18 years and the disease affects fewer than 200,000 individuals in the United States or affects more than 200,000 in the United States and for which there is no reasonable expectation that the cost of developing and making in the United States a drug for such disease or condition will be received from sales in the United States of such drug. The sponsor of a product candidate for a rare pediatric disease may be eligible for a voucher that can be used to obtain a priority review for a subsequent human drug application after the date of approval of the rare pediatric disease drug product, referred to as a priority review voucher, or PRV. A sponsor may request rare pediatric disease designation from the FDA prior to the submission of its NDA. A rare pediatric disease designation does not guarantee that a sponsor will receive a PRV upon approval of its NDA. Moreover, a sponsor who chooses not to submit a rare pediatric disease designation request may nonetheless receive a PRV upon approval of its marketing application if it requests such a voucher in its original marketing application and meets all of the eligibility criteria. If a PRV is received, it may be sold or transferred an unlimited number of times. Congress has extended the PRV program until September 30, 2020, with the potential for PRVs to be granted until 2022.

Expedited development and review programs for drugs

The FDA maintains several programs intended to facilitate and expedite development and review of new drugs to address unmet medical needs in the treatment of serious or life-threatening diseases or conditions. These programs include Fast Track designation, Breakthrough Therapy designation, Priority Review and Accelerated Approval, and the purpose of these programs is to either expedite the development or review of important new drugs to get them to patients more quickly than standard FDA review timelines typically permit.

A new drug is eligible for Fast Track designation if it is intended to treat a serious or life-threatening disease or condition and demonstrates the potential to address unmet medical needs for such disease or condition. Fast Track designation provides increased opportunities for sponsor interactions with the FDA during preclinical and clinical development, in addition to the potential for rolling review once a marketing application is filed. Rolling review means that the agency may review portions of the marketing application before the sponsor submits the complete application. In addition, a new drug may be eligible for Breakthrough Therapy designation if it is intended to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. Breakthrough Therapy designation provides all the features of Fast Track designation in addition to intensive guidance on an efficient drug development program beginning as early as Phase 1, and FDA organizational commitment to expedited development, including involvement of senior managers and experienced review staff in a cross-disciplinary review, where appropriate.

Any product submitted to the FDA for approval, including a product with Fast Track or Breakthrough Therapy designation, may also be eligible for additional FDA programs intended to expedite the review and approval process, including Priority Review designation and Accelerated Approval. A product is eligible for Priority

FOIA CONFIDENTIAL TREATMENT REQUESTED

Review, once an NDA or BLA is submitted, if the drug that is the subject of the marketing application has the potential to provide a significant improvement in safety or effectiveness in the treatment, diagnosis or prevention of a serious disease or condition. Under priority review, the FDA's goal date to take action on the marketing application is six months compared to ten months for a standard review. Products are eligible for Accelerated Approval if they can be shown to have an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or an effect on a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality, which is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments.

Accelerated Approval is usually contingent on a sponsor's agreement to conduct additional post-approval studies to verify and describe the product's clinical benefit. The FDA may withdraw approval of a drug or an indication approved under Accelerated Approval if, for example, the confirmatory trial fails to verify the predicted clinical benefit of the product. In addition, the FDA generally requires, as a condition for Accelerated Approval, that all advertising and promotional materials intended for dissemination or publication within 120 days of marketing approval be submitted to the agency for review during the pre-approval review period. After the 120-day period has passed, all advertising and promotional materials must be submitted at least 30 days prior to the intended time of initial dissemination or publication.

Even if a product qualifies for one or more of these programs, the FDA may later decide that the product no longer meets the conditions for qualification or the time period for FDA review or approval may not be shortened. Furthermore, Fast Track designation, Breakthrough Therapy designation, Priority Review and Accelerated Approval do not change the scientific or medical standards for approval or the quality of evidence necessary to support approval, though they may expedite the development or review process.

Pediatric information and pediatric exclusivity

Under the Pediatric Research Equity Act, or PREA, as amended, certain NDAs and NDA supplements must contain data that can be used to assess the safety and efficacy of the drug for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of pediatric data or full or partial waivers. The FD&C Act requires that a sponsor who is planning to submit a marketing application for a drug that includes a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration submit an initial Pediatric Study Plan, or PSP, within 60 days of an end-of-Phase 2 meeting or, if there is no such meeting, as early as practicable before the initiation of the Phase 3 or Phase 2/3 study. The initial PSP must include an outline of the pediatric study or studies that the sponsor plans to conduct, including study objectives and design, age groups, relevant endpoints and statistical approach, or a justification for not including such detailed information, and any request for a deferral of pediatric assessments or a full or partial waiver of the requirement to provide data from pediatric studies along with supporting information. The FDA and the sponsor must reach an agreement on the PSP. A sponsor can submit amendments to an agreed-upon initial PSP at any time if changes to the pediatric plan need to be considered based on data collected from preclinical studies, early phase clinical trials and/or other clinical development programs.

A drug can also obtain pediatric market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent term, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

U.S. post-approval requirements for drugs

Drugs manufactured or distributed pursuant to FDA approvals are subject to continuing regulation by the FDA, including, among other things, requirements relating to recordkeeping, periodic reporting, product sampling and

distribution, reporting of adverse experiences with the product, complying with promotion and advertising requirements, which include restrictions on promoting products for unapproved uses or patient populations (known as "off-label use") and limitations on industry-sponsored scientific and educational activities. Although physicians may prescribe legally available products for off-label uses, manufacturers may not market or promote such uses. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant liability, including investigation by federal and state authorities. Prescription drug promotional materials must be submitted to the FDA in conjunction with their first use or first publication. Further, if there are any modifications to the drug, including changes in indications, labeling or manufacturing processes or facilities, the applicant may be required to submit and obtain FDA approval of a new NDA or NDA supplement, which may require the development of additional data or preclinical studies and clinical trials.

The FDA may impose a number of post-approval requirements as a condition of approval of an NDA. For example, the FDA may require post-market testing, including Phase 4 clinical trials, and surveillance to further assess and monitor the product's safety and effectiveness after commercialization. In addition, drug manufacturers and their subcontractors involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and certain state agencies and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with ongoing regulatory requirements, including cGMPs, which impose certain procedural and documentation requirements. Failure to comply with statutory and regulatory requirements may subject a manufacturer to legal or regulatory action, such as warning letters, suspension of manufacturing, product seizures, injunctions, civil penalties or criminal prosecution. There is also a continuing, annual prescription drug product program user fee.

Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information, requirements for post-market studies or clinical trials to assess new safety risks, or imposition of distribution or other restrictions under a REMS. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- the issuance of safety alerts, Dear Healthcare Provider letters, press releases or other communications containing warnings or other safety information about the product;
- fines, warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve applications or supplements to approved applications, or suspension or revocation of product approvals;
- product seizure or detention, or refusal to permit the import or export of products;
- injunctions or the imposition of civil or criminal penalties; and
- consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs; or mandated modification of promotional materials and labeling and issuance of corrective information.

Regulation of companion diagnostics

Companion diagnostics identify patients who are most likely to benefit from a particular therapeutic product; identify patients likely to be at increased risk for serious side effects as a result of treatment with a particular therapeutic product; or monitor response to treatment with a particular therapeutic product for the purpose of adjusting treatment to achieve improved safety or effectiveness. Companion diagnostics are regulated as medical devices by the FDA. In the United States, the FD&C Act, and its implementing regulations, and other federal and state statutes and regulations govern, among other things, medical device design and development, preclinical

FOIA CONFIDENTIAL TREATMENT REQUESTED

and clinical testing, premarket clearance or approval, registration and listing, manufacturing, labeling, storage, advertising and promotion, sales and distribution, export and import, and post-market surveillance. Unless an exemption or FDA exercise of enforcement discretion applies, diagnostic tests generally require marketing clearance or approval from the FDA prior to commercialization. The two primary types of FDA marketing authorization applicable to a medical device are clearance of a premarket notification, or 510(k), and approval of a premarket approval application, or PMA.

To obtain 510(k) clearance for a medical device, or for certain modifications to devices that have received 510(k) clearance, a manufacturer must submit a premarket notification demonstrating that the proposed device is substantially equivalent to a previously cleared 510(k) device or to a pre-amendment device that was in commercial distribution before May 28, 1976, or a predicate device, for which the FDA has not yet called for the submission of a PMA. In making a determination that the device is substantially equivalent to a predicate device, the FDA compares the proposed device to the predicate device and assesses whether the subject device is comparable to the predicate device with respect to intended use, technology, design and other features which could affect safety and effectiveness. If the FDA determines that the subject device is substantially equivalent to the predicate device, the subject device may be cleared for marketing. The 510(k) premarket notification pathway generally takes from three to twelve months from the date the application is completed, but can take significantly longer.

A PMA must be supported by valid scientific evidence, which typically requires extensive data, including technical, preclinical, clinical and manufacturing data, to demonstrate to the FDA's satisfaction the safety and effectiveness of the device. For diagnostic tests, a PMA typically includes data regarding analytical and clinical validation studies. As part of its review of the PMA, the FDA will conduct a pre-approval inspection of the manufacturing facility or facilities to ensure compliance with the quality system regulation, or QSR, which requires manufacturers to follow design, testing, control, documentation and other quality assurance procedures. The FDA's review of an initial PMA is required by statute to take between six to ten months, although the process typically takes longer, and may require several years to complete. If the FDA evaluations of both the PMA and the manufacturing facilities are favorable, the FDA will either issue an approval letter or an approvable letter, which usually contains a number of conditions that must be met in order to secure the final approval of the PMA. If the FDA's evaluation of the PMA or manufacturing facilities is not favorable, the FDA will deny the approval of the PMA or issue a not approvable letter. A not approvable letter will outline the deficiencies in the application and, where practical, will identify what is necessary to make the PMA approvable. Once granted, PMA approval may be withdrawn by the FDA if compliance with post-approval requirements, conditions of approval or other regulatory standards is not maintained or problems are identified following initial marketing.

On July 31, 2014, the FDA issued a final guidance document addressing the development and approval process for "In Vitro Companion Diagnostic Devices." According to the guidance document, for novel therapeutic products that depend on the use of a diagnostic test and where the diagnostic device could be essential for the safe and effective use of the corresponding therapeutic product, the companion diagnostic device should be developed and approved or cleared contemporaneously with the therapeutic, although the FDA recognizes that there may be cases when contemporaneous development may not be possible. However, in cases where a drug cannot be used safely or effectively without the companion diagnostic, the FDA's guidance indicates it will generally not approve the drug without the approval or clearance of the diagnostic device. The FDA also issued a draft guidance in July 2016 setting forth the principles for co-development of an in vitro companion diagnostic device with a therapeutic product. The draft guidance describes principles to guide the development and contemporaneous marketing authorization for the therapeutic product and its corresponding in vitro companion diagnostic.

Once cleared or approved, the companion diagnostic device must adhere to post-marketing requirements including the requirements of the FDA's QSR, adverse event reporting, recalls and corrections along with product marketing requirements and limitations. Like drug makers, companion diagnostic makers are subject to unannounced FDA inspections at any time during which the FDA will conduct an audit of the product(s) and the company's facilities for compliance with its authorities.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Other regulatory matters

Manufacturing, sales, promotion and other activities of product candidates following product approval, where applicable, or commercialization are also subject to regulation by numerous regulatory authorities in the United States in addition to the FDA, which may include the Centers for Medicare & Medicaid Services, or CMS, other divisions of the U.S. Department of Health and Human Services, the Department of Justice, the Drug Enforcement Administration, the Consumer Product Safety Commission, the Federal Trade Commission, the Occupational Safety & Health Administration, the Environmental Protection Agency and state and local governments and governmental agencies.

Other healthcare laws

Healthcare providers, physicians, and third-party payors will play a primary role in the recommendation and prescription of any products for which we obtain marketing approval. Our business operations and any current or future arrangements with third-party payors, healthcare providers and physicians may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we develop, market, sell and distribute any drugs for which we obtain marketing approval. In the United States, these laws include, without limitation, state and federal anti-kickback, false claims, physician transparency, and patient data privacy and security laws and regulations, including but not limited to those described below.

- The federal Anti-Kickback Statute prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, paying, receiving or providing any remuneration (including any kickback, bribe, or certain rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid; a person or entity need not have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation. Violations are subject to civil and criminal fines and penalties for each violation, plus up to three times the remuneration involved, imprisonment, and exclusion from government healthcare programs. In addition, the government may assert that a claim that includes items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act.
- The federal civil and criminal false claims laws, including the civil False Claims Act, or FCA, prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, to the federal government, claims for payment or approval that are false, fictitious or fraudulent; knowingly making, using, or causing to be made or used, a false statement or record material to a false or fraudulent claim or obligation to pay or transmit money or property to the federal government; or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay money to the federal government. Manufacturers can be held liable under the FCA even when they do not submit claims directly to government payors if they are deemed to “cause” the submission of false or fraudulent claims. The FCA also permits a private individual acting as a “whistleblower” to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery. When an entity is determined to have violated the federal civil False Claims Act, the government may impose civil fines and penalties for each false claim, plus treble damages, and exclude the entity from participation in Medicare, Medicaid and other federal healthcare programs.
- The federal civil monetary penalties laws impose civil fines for, among other things, the offering or transfer or remuneration to a Medicare or state healthcare program beneficiary, if the person knows or should know it is likely to influence the beneficiary’s selection of a particular provider, practitioner, or supplier of services reimbursable by Medicare or a state health care program, unless an exception applies.
- The Health Insurance Portability and Accountability Act of 1996, or HIPAA, imposes criminal and civil liability for knowingly and willfully executing a scheme, or attempting to execute a scheme, to defraud any

FOIA CONFIDENTIAL TREATMENT REQUESTED

healthcare benefit program, including private payors, knowingly and willfully embezzling or stealing from a healthcare benefit program, willfully obstructing a criminal investigation of a healthcare offense, or falsifying, concealing or covering up a material fact or making any materially false statements in connection with the delivery of or payment for healthcare benefits, items or services.

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, impose, among other things, specified requirements on covered entities and their business associates relating to the privacy and security of individually identifiable health information including mandatory contractual terms and required implementation of technical safeguards of such information. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates in some cases, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions.
- The Physician Payments Sunshine Act, enacted as part of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively, the ACA, imposed new annual reporting requirements for certain manufacturers of drugs, devices, biologics, and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program, for certain payments and "transfers of value" provided to physicians (currently defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members. In addition, many states also require reporting of payments or other transfers of value, many of which differ from each other in significant ways, are often not pre-empted, and may have a more prohibitive effect than the Sunshine Act, thus further complicating compliance efforts. Effective January 1, 2022, these reporting obligations will extend to include transfers of value made in the previous year to certain non-physician providers such as physician assistants and nurse practitioners.
- Federal consumer protection and unfair competition laws broadly regulate marketplace activities and activities that potentially harm consumers.
- Analogous state and foreign laws and regulations may be broader in scope than the provisions described above and may apply regardless of payor. Some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and relevant federal government compliance guidance; require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers; restrict marketing practices or require disclosure of marketing expenditures and pricing information. State and foreign laws may govern the privacy and security of health information in some circumstances. These data privacy and security laws may differ from each other in significant ways and often are not pre-empted by HIPAA, which may complicate compliance efforts.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have recently increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other related governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, disgorgement, exclusion from government funded healthcare programs, such as Medicare and Medicaid, reputational harm, additional oversight and reporting obligations if we become subject to a corporate integrity agreement or similar settlement to resolve allegations of non-compliance with these laws and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found not to be in compliance with

applicable laws, they may be subject to similar actions, penalties and sanctions. Ensuring business arrangements comply with applicable healthcare laws, as well as responding to possible investigations by government authorities, can be time- and resource-consuming and can divert a company's attention from its business.

Insurance Coverage and Reimbursement

In the United States and markets in other countries, patients who are prescribed treatments for their conditions and providers performing the prescribed services generally rely on third-party payors to reimburse all or part of the associated healthcare costs. Thus, even if a product candidate is approved, sales of the product will depend, in part, on the extent to which third-party payors, including government health programs in the United States such as Medicare and Medicaid, commercial health insurers and managed care organizations, provide coverage, and establish adequate reimbursement levels for, the product. In the United States, the principal decisions about reimbursement for new medicines are typically made by the Centers for Medicare & Medicaid Services, or CMS, an agency within the U.S. Department of Health and Human Services. CMS decides whether and to what extent a new medicine will be covered and reimbursed under Medicare and private payors tend to follow CMS to a substantial degree. No uniform policy of coverage and reimbursement for drug products exists among third-party payors. Therefore, coverage and reimbursement for drug products can differ significantly from payor to payor. The process for determining whether a third-party payor will provide coverage for a product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the product once coverage is approved. Third-party payors are increasingly challenging the prices charged, examining the medical necessity, reviewing the cost-effectiveness of medical products and services and imposing controls to manage costs. Third-party payors may limit coverage to specific products on an approved list, also known as a formulary, which might not include all of the approved products for a particular indication.

In order to secure coverage and reimbursement for any product that might be approved for sale, a company may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of the product, which will require additional expenditure above and beyond the costs required to obtain FDA or other comparable regulatory approvals. Additionally, companies may also need to provide discounts to purchasers, private health plans or government healthcare programs. Nonetheless, product candidates may not be considered medically necessary or cost effective. A decision by a third-party payor not to cover a product could reduce physician utilization once the product is approved and have a material adverse effect on sales, our operations and financial condition. Additionally, a third-party payor's decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. Further, one payor's determination to provide coverage for a product does not assure that other payors will also provide coverage and reimbursement for the product, and the level of coverage and reimbursement can differ significantly from payor to payor.

The containment of healthcare costs has become a priority of federal, state and foreign governments, and the prices of products have been a focus in this effort. Governments have shown significant interest in implementing cost-containment programs, including price controls, restrictions on reimbursement and requirements for substitution of generic products. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit a company's revenue generated from the sale of any approved products. Coverage policies and third-party payor reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which a company or its collaborators receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Current and future healthcare reform legislation

In the United States and some foreign jurisdictions, there have been, and likely will continue to be, a number of legislative and regulatory changes and proposed changes regarding the healthcare system directed at broadening the availability of healthcare, improving the quality of healthcare, and containing or lowering the cost of

FOIA CONFIDENTIAL TREATMENT REQUESTED

healthcare. For example, in March 2010, the United States Congress enacted the Affordable Care Act, which, among other things, includes changes to the coverage and payment for products under government health care programs. The Affordable Care Act includes provisions of importance to our potential product candidates that:

- created an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic products, apportioned among these entities according to their market share in certain government healthcare programs;
- expanded eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability;
- expanded manufacturers' rebate liability under the Medicaid Drug Rebate Program by increasing the minimum rebate for both branded and generic drugs and revising the definition of "average manufacturer price," or AMP, for calculating and reporting Medicaid drug rebates on outpatient prescription drug prices;
- addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- expanded the types of entities eligible for the 340B drug discount program;
- established the Medicare Part D coverage gap discount program by requiring manufacturers to provide point-of-sale-discounts off the negotiated price of applicable brand drugs to eligible beneficiaries during their coverage gap period as a condition for the manufacturers' outpatient drugs to be covered under Medicare Part D; and
- created a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research.

Since its enactment, there have been numerous judicial, administrative, executive, and legislative challenges to certain aspects of the Affordable Care Act, and we expect there will be additional challenges and amendments to the Affordable Care Act in the future. For example, various portions of the Affordable Care Act are currently facing legal and constitutional challenges in the Fifth Circuit Court of Appeals and the United States Supreme Court. Additionally, the current administration has issued various Executive Orders which eliminated cost sharing subsidies and various provisions that would impose a fiscal burden on states or a cost, fee, tax, penalty or regulatory burden on individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices, and Congress has introduced several pieces of legislation aimed at significantly revising or repealing the Affordable Care Act. It is unclear whether the Affordable Care Act will be overturned, repealed, replaced, or further amended. We cannot predict what effect further changes to the Affordable Care Act would have on our business.

Other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. In August 2011, the Budget Control Act of 2011, among other things, included aggregate reductions of Medicare payments to providers of 2% per fiscal year, which went into effect in April 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2030 unless additional Congressional action is taken. The Coronavirus Aid, Relief and Economic Security Act, or CARES Act, which was signed into law in March 2020 and is designed to provide financial support and resources to individuals and businesses affected by the COVID-19 pandemic, suspended these reductions from May 1, 2020 through December 31, 2020. In January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, CMS may develop new payment and delivery models, including bundled payment models. In

FOIA CONFIDENTIAL TREATMENT REQUESTED

addition, recently there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their commercial products, which has resulted in several Congressional inquiries and proposed and enacted state and federal legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for pharmaceutical products. For example, at the federal level, the current administration's budgets for fiscal years 2019 and 2020 contained further drug price control measures that could be enacted in future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. Additionally, the current administration released a "Blueprint" to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase drug manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products, and reduce the out of pocket costs of drug products paid by consumers. The U.S. Department of Health and Human Services has already started the process of soliciting feedback on some of these measures and, at the same time, is immediately implementing others under its existing authority. For example, in May 2019, CMS issued a final rule to allow Medicare Advantage Plans the option of using step therapy, a type of prior authorization, for Part B drugs beginning January 1, 2020. This final rule codified CMS's policy change that was effective January 1, 2019. Although a number of these and other measures may require additional authorization to become effective, Congress and the current administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. Additionally, in December 2019, the FDA issued a notice of proposed rulemaking that, if finalized, would allow for the importation of certain prescription drugs from Canada. If finalized, the FDA would allow for two potential pathways: the first would allow federal or state entities to partner with pharmacists or wholesalers to submit proposals to the FDA to allow them to import drugs sold at retail pharmacies, while the other pathway would allow for manufacturers to obtain an additional National Drug Code, or NDC, for an FDA-approved drug that was originally intended to be marketed in a foreign country and that was authorized for sale in that foreign country and to sell it in the United States. The regulatory and market implications of the notice of proposed rulemaking and draft guidance are unknown at this time, but legislation, regulations or policies allowing the reimportation of drugs, if enacted and implemented, could decrease the price we receive for our products and adversely affect our future revenues and prospects for profitability. Individual states in the United States have also increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing.

On May 30, 2018, the Right to Try Act was signed into law. The law, among other things, provides a federal framework for certain patients to access certain investigational new drug products that have completed a Phase 1 clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a drug manufacturer to make its drug products available to eligible patients as a result of the Right to Try Act, but the manufacturer must develop an internal policy and respond to patient requests according to that policy.

Outside the United States, ensuring coverage and adequate payment for a product also involves challenges. Pricing of prescription pharmaceuticals is subject to government control in many countries. Pricing negotiations with government authorities can extend well beyond the receipt of regulatory approval for a product and may require a clinical trial that compares the cost-effectiveness of a product to other available therapies. The conduct of such a clinical trial could be expensive and result in delays in commercialization.

In the European Union, pricing and reimbursement schemes vary widely from country to country. Some countries provide that products may be marketed only after a reimbursement price has been agreed upon. Some countries may require the completion of additional studies that compare the cost-effectiveness of a particular product candidate to currently available therapies or so-called health technology assessments, in order to obtain

FOIA CONFIDENTIAL TREATMENT REQUESTED

reimbursement or pricing approval. For example, the European Union provides options for its member states to restrict the range of products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. European Union member states may approve a specific price for a product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the product on the market. Other member states allow companies to fix their own prices for products, but monitor and control prescription volumes and issue guidance to physicians to limit prescriptions. Recently, many countries in the European Union have increased the amount of discounts required on pharmaceuticals and these efforts could continue as countries attempt to manage healthcare expenditures, especially in light of the severe fiscal and debt crises experienced by many countries in the European Union. The downward pressure on healthcare costs in general, particularly prescription products, has become intense. As a result, increasingly high barriers are being erected to the entry of new products. Political, economic and regulatory developments may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various European Union member states, and parallel trade, i.e., arbitrage between low-priced and high-priced member states, can further reduce prices. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any products, if approved in those countries.

Compliance with other federal and state laws or requirements; changing legal requirements

If any products that we may develop are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply. Products must meet applicable child-resistant packaging requirements under the U.S. Poison Prevention Packaging Act. Manufacturing, labeling, packaging, distribution, sales, promotion and other activities also are potentially subject to federal and state consumer protection and unfair competition laws, among other requirements to which we may be subject.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including extensive recordkeeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

The failure to comply with any of these laws or regulatory requirements may subject firms to =legal or regulatory action. Depending on the circumstances, failure to meet applicable regulatory requirements can result in criminal prosecution, fines or other penalties, injunctions, exclusion from federal healthcare programs, requests for recall, seizure of products, total or partial suspension of production, denial or withdrawal of product approvals, relabeling or repackaging, or refusal to allow a firm to enter into supply contracts, including government contracts. Any claim or action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. Prohibitions or restrictions on marketing, sales or withdrawal of future products marketed by us could materially affect our business in an adverse way.

Changes in regulations, statutes or the interpretation of existing regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements; (ii) additions or modifications to product labeling or packaging; (iii) the recall or discontinuation of our products; or (iv) additional recordkeeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business.

Other U.S. environmental, health and safety laws and regulations

We may be subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. From time to time and in the future, our operations may involve the use of hazardous and flammable materials, including chemicals and biological materials, and may also produce hazardous waste products. Even if

FOIA CONFIDENTIAL TREATMENT REQUESTED

we contract with third parties for the disposal of these materials and waste products, we cannot completely eliminate the risk of contamination or injury resulting from these materials. In the event of contamination or injury resulting from the use or disposal of our hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties for failure to comply with such laws and regulations.

We maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees, but this insurance may not provide adequate coverage against potential liabilities. However, we do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. Current or future environmental laws and regulations may impair our research, development or production efforts. In addition, failure to comply with these laws and regulations may result in substantial fines, penalties or other sanctions.

Government regulation of drugs outside of the United States

To market any product outside of the United States, we would need to comply with numerous and varying regulatory requirements of other countries regarding safety and efficacy and governing, among other things, clinical trials, marketing authorization or identification of an alternate regulatory pathway, manufacturing, commercial sales and distribution of our products. For instance, in the United Kingdom and the European Economic Area, or the EEA (comprised of the 27 EU Member States plus Iceland, Liechtenstein and Norway), medicinal products must be authorized for marketing by using either the centralized authorization procedure or national authorization procedures.

- *Centralized procedure*—If pursuing marketing authorization of a product candidate for a therapeutic indication under the centralized procedure, following the opining of the EMA's Committee for Medicinal Products for Human Use, or, CHMP, the European Commission issues a single marketing authorization valid across the EEA. The centralized procedure is compulsory for human medicines derived from biotechnology processes or advanced therapy medicinal products (such as gene therapy, somatic cell therapy and tissue engineered products), products that contain a new active substance indicated for the treatment of certain diseases, such as HIV/AIDS, cancer, neurodegenerative disorders, diabetes, autoimmune diseases and other immune dysfunctions, viral diseases, and officially designated orphan medicines. For medicines that do not fall within these categories, an applicant has the option of submitting an application for a centralized marketing authorization to the EMA, as long as the medicine concerned contains a new active substance not yet authorized in the EEA, is a significant therapeutic, scientific or technical innovation, or if its authorization would be in the interest of public health in the EEA. Under the centralized procedure the maximum timeframe for the evaluation of an MAA by the EMA is 210 days, excluding clock stops, when additional written or oral information is to be provided by the applicant in response to questions asked by the CHMP. Accelerated assessment might be granted by the CHMP in exceptional cases, when a medicinal product is expected to be of major public health interest, particularly from the point of view of therapeutic innovation. The timeframe for the evaluation of an MAA under the accelerated assessment procedure is 150 days, excluding clock stops.
- *National authorization procedures*—There are also two other possible routes to authorize products for therapeutic indications in several countries, which are available for products that fall outside the scope of the centralized procedure:
    - *Decentralized procedure*—Using the decentralized procedure, an applicant may apply for simultaneous authorization in more than one EU country of medicinal products that have not yet been authorized in any EU country and that do not fall within the mandatory scope of the centralized procedure.
    - *Mutual recognition procedure*—In the mutual recognition procedure, a medicine is first authorized in one EU Member State, in accordance with the national procedures of that country. Following this,

additional marketing authorizations can be sought from other EU countries in a procedure whereby the countries concerned recognize the validity of the original, national marketing authorization.

In the EEA, new products for therapeutic indications that are authorized for marketing (i.e., reference products) qualify for eight years of data exclusivity and an additional two years of market exclusivity upon marketing authorization. The data exclusivity period prevents generic or biosimilar applicants from relying on the preclinical and clinical trial data contained in the dossier of the reference product when applying for a generic or biosimilar marketing authorization in the EU during a period of eight years from the date on which the reference product was first authorized in the EU. The market exclusivity period prevents a successful generic or biosimilar applicant from commercializing its product in the EU until ten years have elapsed from the initial authorization of the reference product in the EU. The ten-year market exclusivity period can be extended to a maximum of eleven years if, during the first eight years of those ten years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies.

The criteria for designating an “orphan medicinal product” in the EEA are similar in principle to those in the United States. In the EEA a medicinal product may be designated as orphan if (1) it is intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition; (2) either (a) such condition affects no more than five in 10,000 persons in the EU when the application is made, or (b) the product, without the benefits derived from orphan status, would not generate sufficient return in the EU to justify investment; and (3) there exists no satisfactory method of diagnosis, prevention or treatment of such condition authorized for marketing in the EU, or if such a method exists, the product will be of significant benefit to those affected by the condition. Orphan medicinal products are eligible for financial incentives such as reduction of fees or fee waivers and are, upon grant of a marketing authorization, entitled to ten years of market exclusivity for the approved therapeutic indication. During this ten-year orphan market exclusivity period, no marketing authorization application shall be accepted, and no marketing authorization shall be granted for a similar medicinal product for the same indication. An orphan product can also obtain an additional two years of market exclusivity in the EU for pediatric studies. The ten-year market exclusivity may be reduced to six years if, at the end of the fifth year, it is established that the product no longer meets the criteria for orphan designation, for example, if the product is sufficiently profitable not to justify maintenance of market exclusivity. Additionally, marketing authorization may be granted to a similar product for the same indication at any time if (i) the second applicant can establish that its product, although similar, is safer, more effective or otherwise clinically superior; (ii) the applicant consents to a second orphan medicinal product application; or (iii) the applicant cannot supply enough orphan medicinal product.

Similar to the United States, the various phases of non-clinical and clinical research in the European Union are subject to significant regulatory controls.

The Clinical Trials Directive 2001/20/EC, the Directive 2005/28/EC on GCP and the related national implementing provisions of the individual EU Member States govern the system for the approval of clinical trials in the European Union. Under this system, an applicant must obtain prior approval from the competent national authority of the EU Member States in which the clinical trial is to be conducted. Furthermore, the applicant may only start a clinical trial at a specific study site after the competent ethics committee has issued a favorable opinion. The clinical trial application must be accompanied by, among other documents, an investigational medicinal product dossier (the Common Technical Document) with supporting information prescribed by Directive 2001/20/EC, Directive 2005/28/EC, where relevant the implementing national provisions of the individual EU Member States and further detailed in applicable guidance documents.

In April 2014, the new Clinical Trials Regulation, (EU) No 536/2014 (Clinical Trials Regulation) was adopted. It is expected that the new Clinical Trials Regulation (EU) No 536/2014 will apply following confirmation of full functionality of the Clinical Trials Information System (CTIS), the centralized European Union portal and database for clinical trials foreseen by the regulation, through an independent audit. The regulation becomes

FOIA CONFIDENTIAL TREATMENT REQUESTED

applicable six months after the European Commission publishes notice of this confirmation. The Clinical Trials Regulation will be directly applicable in all the EU Member States, repealing the current Clinical Trials Directive 2001/20/EC. Conduct of all clinical trials performed in the European Union will continue to be bound by currently applicable provisions until the new Clinical Trials Regulation becomes applicable. The extent to which ongoing clinical trials will be governed by the Clinical Trials Regulation will depend on when the Clinical Trials Regulation becomes applicable and on the duration of the individual clinical trial. If a clinical trial continues for more than three years from the day on which the Clinical Trials Regulation becomes applicable the Clinical Trials Regulation will at that time begin to apply to the clinical trial. The new Clinical Trials Regulation aims to simplify and streamline the approval of clinical trials in the European Union. The main characteristics of the regulation include: a streamlined application procedure via a single-entry point, the "EU portal"; a single set of documents to be prepared and submitted for the application as well as simplified reporting procedures for clinical trial sponsors; and a harmonized procedure for the assessment of applications for clinical trials, which is divided in two parts. Part I is assessed by the competent authorities of all EU Member States in which an application for authorization of a clinical trial has been submitted (Member States concerned). Part II is assessed separately by each Member State concerned. Strict deadlines have been established for the assessment of clinical trial applications. The role of the relevant ethics committees in the assessment procedure will continue to be governed by the national law of the concerned EU Member State. However, overall related timelines will be defined by the Clinical Trials Regulation.

Government regulation of data collection outside of the United States

In the event we conduct clinical trials in the European Union, we will be subject to additional privacy restrictions. The collection and use of personal health data in the European Economic Area, or EEA (being the European Union plus Norway, Iceland, and Liechtenstein), is governed by the General Data Protection Regulation, or the GDPR, which became effective on May 25, 2018. The GDPR applies to the processing of personal data by any company established in the EEA and to companies established outside the EEA to the extent they process personal data in connection with the offering of goods or services to data subjects in the EEA or the monitoring of the behavior of data subjects in the EEA. The GDPR enhances data protection obligations for data controllers of personal data, including stringent requirements relating to the consent of data subjects, expanded disclosures about how personal data is used, requirements to conduct privacy impact assessments for "high risk" processing, limitations on retention of personal data, mandatory data breach notification and "privacy by design" requirements, and creates direct obligations on service providers acting as processors. The GDPR also imposes strict rules on the transfer of personal data outside of the EEA to countries that do not ensure an adequate level of protection, like the United States (which, while deemed a third country, has the benefit of the Privacy Shield regime for transatlantic data transfers). Failure to comply with the requirements of the GDPR and the related national data protection laws of the European Union Member States and Norway, Iceland and Liechtenstein, which may deviate slightly from the GDPR, may result in fines of up to 4% of a company's global revenues for the preceding financial year, or €20,000,000, whichever is greater. Moreover, the GDPR grants data subjects the right to claim material and non-material damages resulting from infringement of the GDPR. Given the breadth and depth of changes in data protection obligations, maintaining compliance with the GDPR will require significant time, resources and expense, and we may be required to put in place additional controls and processes ensuring compliance with the new data protection rules. There has been limited enforcement of the GDPR to date, particularly in biopharmaceutical development, so we face uncertainty as to the exact interpretation of the new requirements on any future trials and we may be unsuccessful in implementing all measures required by data protection authorities or courts in interpretation of the new law. Further, the United Kingdom's decision to leave the European Union, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is unclear how data transfers to and from the United Kingdom will be regulated now that the United Kingdom has left the European Union.

There is significant uncertainty related to the manner in which data protection authorities will seek to enforce compliance with GDPR. For example, it is not clear if the authorities will conduct random audits of companies doing business in the EU, or if the authorities will wait for complaints to be filed by individuals who claim their

rights have been violated. Enforcement uncertainty and the costs associated with ensuring GDPR compliance are onerous and may adversely affect our business, financial condition, results of operations and prospects.

Should we utilize third party distributors, compliance with such foreign governmental regulations would generally be the responsibility of such distributors, who may be independent contractors over whom we have limited control.

Employees

As of April 30, 2020, we had 122 full-time employees. Sixty of our employees have M.D. or Ph.D. degrees. Within our workforce, 91 employees are engaged in research and development and 31 are engaged in business development, finance, legal, and general management and administration. None of our employees are represented by labor unions or covered by collective bargaining agreements. We consider our relationship with our employees to be good.

Facilities

Our corporate headquarters is located in Cambridge, Massachusetts, where we lease and occupy approximately 44,336 square feet of office and laboratory space. The current term of our Cambridge lease expires April 30th, 2029, with an option to extend the term five additional years with 12 – 15 months' notice at agreed upon market rate.

We believe our existing facilities are sufficient for our needs for the foreseeable future. To meet the future needs of our business, we may lease additional or alternate space, and we believe suitable additional or alternative space will be available in the future on commercially reasonable terms.

Legal proceedings

From time to time, we may become involved in litigation or other legal proceedings. We are not currently a party to any litigation or legal proceedings that, in the opinion of our management, are probable to have a material adverse effect on our business. Regardless of outcome, litigation can have an adverse impact on our business, financial condition, results of operations and prospects because of defense and settlement costs, diversion of management resources and other factors.

FOIA CONFIDENTIAL TREATMENT REQUESTED

MANAGEMENT

Executives and directors

The following table sets forth the name, age (as of April 30, 2020) and position of each of our executives and directors.

Name	Age	Position
Executive Officers:		
Sanjiv K. Patel, M.D.	46	President and Chief Executive Officer, and Director
Donald Bergstrom, M.D., Ph.D.	48	Executive Vice President, Head of Research & Development
Brian R. Adams	46	General Counsel
Tom Catinazzo	43	Vice President, Finance
Non-Executive Directors:		
Alexis Borisy	48	Director
Linda A. Hill, Ph.D.	63	Director
Douglas S. Ingram	57	Director
Christoph Lengauer, Ph.D.	55	Director
Mark Murcko, Ph.D.	60	Director
Dipchand (Deep) Nishar	51	Director
Jami Rubin	56	Director
Laura Shawver, Ph.D.	62	Director

(1) Member of the Audit Committee
(2) Member of the Compensation Committee
(3) Member of the Nominating and Corporate Governance Committee

Executive team

Sanjiv K. Patel, M.D. has served as a member of our board of directors and as our President and Chief Executive Officer since March 2017. Before joining the Company, Dr. Patel served in various roles at Allergen from 2006 to 2017. He most recently served as Allergan's Executive Vice President, Chief Strategy Officer from March 2015 to March 2017 and previously as Corporate Vice President, Global Strategic Marketing and Global Health Outcomes from July 2013 to March 2015. Prior to this he was a management consultant at The Boston Consulting Group and practiced as a surgeon within the UK's National Health Service. Dr. Patel holds a MBBS from University of London, a MA in Medical Sciences from the University of Cambridge, a MRCS from the Royal College of Surgeons of England, and a MBA from INSEAD. We believe Dr. Patel is qualified to serve as a member of our board of directors due to his extensive experience in the life sciences industry as well as an executive at various pharmaceutical companies.

Donald Bergstrom, M.D., Ph.D. has served as our Executive Vice President, Head of Research & Development since April 2018. Dr. Bergstrom previously served as Chief Medical Officer of Mersana Therapeutics, Inc., a publicly traded biotechnology company, from January 2014 through March 2018. Before that, Dr. Bergstrom served as Global Head of Translational Medicine at Sanofi Genzyme, Oncology from May 2010 through January 2014. Dr. Bergstrom holds a B.A. in biophysics from The Johns Hopkins University, an M.D. from the University of Washington, Seattle and a Ph.D. from the University of Washington – Fred Hutchinson Cancer Research Center.

Brian R. Adams has served as our General Counsel and Secretary since March 2018. Mr. Adams previously served as the Senior Vice President, General Counsel & Secretary at Keryx Biopharmaceuticals, Inc. from March 2014 to March 2018. Before joining Keryx, Mr. Adams served as General Counsel of Algeta ASA from March 2012 to March 2014 prior to its acquisition by Bayer AG. Mr. Adams holds a B.A. from Harvard University and a J.D. from the Catholic University of America's Columbus School of Law.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Tom Catinazzo has served as our Vice President, Finance since April 2018. From June 2013 to April 2018, Mr. Catinazzo held several roles at Foundation Medicine, Inc., a biotechnology company, including as the Vice President, Financial Planning & Analysis from January 2017 to April 2018, the Senior Director, Financial Planning & Analysis from April 2015 to December 2016, and the Director, Financial Planning & Analysis from June 2013 to March 2015. Mr. Catinazzo received his B.S. from Boston College.

Non-executive directors

Alexis Borisy has served as a member of our board of directors since our founding in April 2015. Since June 2019, Mr. Borisy has served as Chief Executive Officer and chairman of EQRx, Inc., a biotechnology company. From 2010 to June 2019, Mr. Borisy was a partner at Third Rock Ventures, a series of venture capital funds investing in life science companies. Mr. Borisy co-founded Blueprint Medicines Corporation, a biopharmaceutical company, and served as its Interim Chief Executive Officer from 2013 to 2014 and has served as a member of its board of directors since 2011. Mr. Borisy co-founded Foundation Medicine, Inc. and served as its Interim Chief Executive Officer from 2009 to 2011 and served as a member of its board of directors from 2009 to July 2018, until its acquisition by Roche. In addition, during the past five years Mr. Borisy has served as a member of the board of directors of various public companies, including Revolution Medicines, Inc., Magenta Therapeutics, Inc., Editas Medicine, Inc. Mr. Borisy received an A.B. in Chemistry from the University of Chicago and an A.M. in Chemistry and Chemical Biology from Harvard University. We believe Mr. Borisy's extensive experience as an executive of, and working with and serving on the boards of directors of, multiple biopharmaceutical and life sciences companies, his educational background and his experience working in the venture capital industry provide him with the qualifications and skills necessary to serve as a member of our board of directors.

Linda A. Hill, Ph.D. has served as a member of our board of directors since October 2018. Dr. Hill has served as the Wallace Brett Donham Professor of Business Administration at the Harvard Business School since July 1984 and is the author of several leadership books and articles. Her research focuses on building innovative organizations and ecosystems and the role of the board in governing innovation. Dr. Hill is also a Founding Partner of Paradox Strategies, a leadership and advisory firm. In the past five years, Dr. Hill has also served as member of the board of directors of publicly traded companies, State Streep Corp., from 2000 to October 2018, and Eaton Corp plc., from 2012 to April 2017. Dr. Hill is also a member of the board of directors of Harvard Business Publishing and the Global Citizens Initiative, Inc. She also serves on the Advisory Board of the Aspen Institute Business and Society Program and the Advisory Board for the California Institute for Telecommunications and Information Technology. Dr. Hill holds a B.A. in psychology from Bryn Mawr College, and a M.A. in educational psychology and a Ph.D. in behavioral sciences from the University of Chicago. Dr. Hill has also completed a post-doctoral research fellowship at the Harvard Business School. We believe Dr. Hill's experience in leadership and organizational innovation provide her with the qualifications and skills necessary to serve as a member of our board of directors.

Douglas S. Ingram has served as a member of our board of directors since June 2019. Mr. Ingram has served as President and Chief Executive Officer of Sarepta Therapeutics, Inc., a publicly traded biotechnology company, and a member of its board of directors since June 2017. From December 2015 until November 2016, he served as President and Chief Executive Officer of Chase Pharmaceuticals Corporation and as a member of its board of directors. Prior to joining Chase Pharmaceuticals, Mr. Ingram served as the President of Allergan, Inc. from July 2013 until it was acquired by Actavis in March 2015. At Allergan, he also served as President, Europe, Africa and Middle East from August 2010 to June 2013, and Executive Vice President, Chief Administrative Officer, and Secretary from October 2006 to July 2010. During the past five years, Mr. Ingram has also served as a member of the board of directors of Endo International plc and Emerald Bioscience, Inc. Mr. Ingram holds a B.S. from Arizona State University and a J.D. from the University of Arizona. We believe Mr. Ingram's extensive experience leading large pharmaceutical companies provides him with the qualifications and skills necessary to serve as a member of our board of directors.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Christoph Lengauer, Ph.D., MBA, has served as a member of our board of directors since November 2019. Dr. Lengauer has served as a member of the board of directors of Hookipa Pharma Inc. since June 2018. Dr. Lengauer is currently a partner at Third Rock Ventures, where he has worked since March 2016. He also currently serves as the Chief Innovation Officer at Thrive Earlier Detection, since April 2019 and Chief Scientific Officer of MOMA Therapeutics, Inc. since April 2020. He previously served as Chief Scientific Officer at Celsius Therapeutics, Inc. from May 2018 through April 2020. He currently serves as the Executive Vice President, but additionally was the Chief Scientific Officer and Chief Drug Hunter at Blueprint Medicines from January 2012 to November 2016, the Vice President and Global Head of Oncology Drug Discovery and Preclinical Development at Sanofi S.A. from May 2008 to January 2012 and Executive Director and Senior Unit Head of Oncology Discovery at the Novartis Institutes for Biomedical Research from July 2005 to May 2008. Prior to his experience at Novartis, Dr. Lengauer was a member of the faculty at the Sidney Kimmel Comprehensive Cancer Center at the Johns Hopkins University School of Medicine from 1997 to 2005. During the past five years, Dr. Lengauer has served as a member of the board of directors of HOOKIPA Pharma Inc., Celsius Therapeutics, Thrive Earlier Detection, MOMA Therapeutics, and Presage Biosciences. Dr. Lengauer holds a MBA from the Johns Hopkins Carey Business School and a Ph.D. in biology from the University of Heidelberg. We believe that Dr. Lengauer's experience in biopharmaceutical research and development and his experience in venture capital qualify him to serve on our board of directors.

Mark Murcko, Ph.D. is a co-founder of Relay and has served as a member of our board of directors since July 2016. Dr. Murcko was also our interim Chief Scientific Officer from February 2016 to January 2018. Since July 2012, Dr. Murcko has been a senior lecturer in the Department of Biological Engineering at MIT. Since November 2018, Dr. Murcko has also been the Chief Scientific Officer and a member of the board of directors of Dewpoint Therapeutics, Inc. Until November 2011, Dr. Murcko served as the Chief Technology Officer and chair of the scientific advisory board at Vertex Pharmaceuticals and was responsible for the identification, validation and implementation of disruptive technologies across R&D. Dr. Murcko holds a B.S. in chemistry and applied mathematics from Fairfield University and holds a Ph.D. in organic chemistry from Yale University. We believe Dr. Murcko's significant experience in the healthcare and biotechnology industry qualify him to serve on our board of directors.

Dipchand (Deep) Nishar has served as a member of our board of directors since June 2019. Since June 2015, Mr. Nishar has worked for SoftBank Investment Advisors and currently serves as Senior Managing Partner. From January 2009 to October 2014, Mr. Nishar served in various roles with LinkedIn Corporation, most recently as Senior Vice President, Products and User Experience. From August 2003 to January 2009, Mr. Nishar served in various roles with Google Inc., most recently as the Senior Director of Products for the Asia-Pacific region. In addition, during the past five years, Mr. Nishar has served as a member of the board of directors of various publicly traded companies, including Guardant Health, Inc., Vir Biotechnology, Inc., TripAdvisor, Inc., and OPower, Inc. Mr. Nishar holds a B. Tech from the Indian Institute of Technology, a MSEE from the University of Illinois, Urbana-Champaign, and a MBA from the Harvard Business School. We believe Mr. Nishar is qualified to serve on our board of directors due to his extensive background in the technology industry and his investment activities in the life science sector.

Jami Rubin has served as a member of our board of directors since October 2019. Ms. Rubin is currently a partner at PJT Partners, a global advisory-focused investment bank since May 2019. Prior to that, Ms. Rubin spent more than 25 years as an equity analyst following the pharmaceutical industry. Most recently, Ms. Rubin was an equity research analyst and then partner at Goldman Sachs managing the global healthcare research team from September 2008 to October 2018. Ms. Rubin holds a B.A. from Vassar College. Ms. Rubin's extensive financial leadership in the life sciences industry and health care investment banking provide her with the experience and skills necessary to serve on our board of directors.

Laura Shawver, Ph.D. has served as a member of our board of directors since March 2017. Since April 2020, Dr. Shawver has served as the President and Chief Executive Officer of Silverback Therapeutics, Inc. and a member of its board of directors. From November 2017 until its acquisition by Sanofi, Inc. in January 2020,

Dr. Shawver served as the President and Chief Executive Officer of Synthorx, Inc., a publicly traded biotechnology company, and as a member of its board of directors. Dr. Shawver currently serves on the board of directors of Cleave Therapeutics (formerly Cleave Biosciences) and was previously its Chief Executive Officer from September 2011 through November 2017. Prior to that, she was Entrepreneur in Residence for 5AM Ventures from October 2010 through August 2011. In prior years, Dr. Shawver served as Chief Executive Officer of Phenomix Corporation, from 2002 to 2010, and President of Sugen, Inc. from 2000 through 2002, after holding various positions there since 1992. From June 2012 to February 2014, Dr. Shawver served on the board of directors of Cornerstone Therapeutics, Inc., a publicly traded specialty pharmaceutical company. She is the founder and director of The Clearity Foundation, a non-profit corporation. Dr. Shawver holds a B.S. in microbiology and a Ph.D. in pharmacology from the University of Iowa. Dr. Shawver's extensive experience leading companies in the pharmaceutical industry qualifies her to serve on our board of directors.

Composition of our board of directors

Our board consists of nine members, each of whom are members pursuant to the board composition provisions of our certificate of incorporation and agreements with our stockholders. These board composition provisions will terminate upon the completion of this offering. Upon the termination of these provisions, there will be no further contractual obligations regarding the election of our directors. Our nominating and corporate governance committee and our board of directors may therefore consider a broad range of factors relating to the qualifications and background of nominees. Our nominating and corporate governance committee's and our board of directors' priority in selecting board members is identification of persons who will further the interests of our stockholders through their established record of professional accomplishment, the ability to contribute positively to the collaborative culture among board members, knowledge of our business, understanding of the competitive landscape, professional and personal experiences, and expertise relevant to our growth strategy. Our directors hold office until their successors have been elected and qualified or until the earlier of their resignation or removal. Our amended and restated certificate of incorporation that will become effective upon the closing of this offering and amended and restated bylaws that will become effective upon the effectiveness of the registration statement of which this prospectus is a part, also provide that our directors may be removed only for cause by the affirmative vote of the holders of at least two-thirds of the votes that all our stockholders would be entitled to cast in an annual election of directors, and that any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office.

Director independence

We intend to apply to list our common stock on The Nasdaq Global Market. Under the Nasdaq listing rules, independent directors must comprise a majority of a listed company's board of directors within twelve months from the date of listing. In addition, the Nasdaq listing rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and governance committees be independent within twelve months from the date of listing. Audit committee members must also satisfy additional independence criteria, including those set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended (the Exchange Act), and compensation committee members must also satisfy the independence criteria set forth in Rule 10C-1 under the Exchange Act. Under Nasdaq listing rules, a director will only qualify as an "independent director" if, in the opinion of that company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. In order to be considered independent for purposes of Rule 10A-3 under the Exchange Act, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee: (1) accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries, other than compensation for board service; or (2) be an affiliated person of the listed company or any of its subsidiaries. In order to be considered independent for purposes of Rule 10C-1, the board of directors must consider, for each member of a compensation committee of a listed company, all factors specifically relevant to determining whether a director

FOIA CONFIDENTIAL TREATMENT REQUESTED

has a relationship to such company which is material to that director's ability to be independent from management in connection with the duties of a compensation committee member, including, but not limited to: the source of compensation of the director, including any consulting advisory or other compensatory fee paid by such company to the director, and whether the director is affiliated with the company or any of its subsidiaries or affiliates.

Our board of directors has determined that all members of the board of directors, except Sanjiv K. Patel M.D. and Mark Murcko, Ph.D., are independent directors, including for purposes of the rules of the Nasdaq Global Market and the SEC. In making such independence determination, our board of directors considered the relationships that each non-employee director has with us and all other facts and circumstances that our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director. In considering the independence of the directors listed above, our board of directors considered the association of our directors with the holders of more than 5% of our common stock. Upon the completion of this offering, we expect that the composition and functioning of our board of directors and each of our committees will comply with all applicable requirements of the Nasdaq Global Market and the rules and regulations of the SEC. There are no family relationships among any of our directors or executive officers. Dr. Patel is not an independent director under these rules because he is an executive officer of the Company. Dr. Murcko is not an independent director under these rules because he is a founder and receives compensation as a consultant of the Company.

Staggered board

In accordance with the terms of our amended and restated certificate of incorporation that will become effective upon the closing of this offering and amended and restated bylaws that will become effective upon the effectiveness of the registration statement of which this prospectus is a part, our board of directors will be divided into three staggered classes of directors and each will be assigned to one of the three classes. At each annual meeting of the stockholders, a class of directors will be elected for a three-year term to succeed the directors of the same class whose terms are then expiring. The terms of the directors will expire upon the election and qualification of successor directors at the annual meeting of stockholders to be held during the years for Class I directors, for Class II directors and for Class III directors.

- Our Class I directors will be ;
- Our Class II directors will be ; and
- Our Class III directors will be .

Our amended and restated certificate of incorporation that will become effective upon the closing of this offering and amended and restated by-laws that will become effective upon the effectiveness of the registration statement of which this prospectus is a part provide that the number of our directors shall be fixed from time to time by a resolution of the majority of our board of directors.

The division of our board of directors into three classes with staggered three-year terms may delay or prevent stockholder efforts to effect a change of our management or a change in control.

Board leadership structure and board's role in risk oversight

Currently, the role of chairman of the board of directors is separated from the role of Chief Executive Officer. Our Chief Executive Officer is responsible for recommending strategic decisions and capital allocation to the board of directors and to ensure the execution of the recommended plans. The chairman of the board of directors is responsible for leading the board of directors in its fundamental role of providing advice to and independent oversight of management. Our board of directors recognizes the time, effort, and energy that the Chief Executive Officer is required to devote to his position in the current business environment, as well as the commitment required to serve as our chairman, particularly as the board of directors' oversight responsibilities continue to

FOIA CONFIDENTIAL TREATMENT REQUESTED

grow. While our amended and restated by-laws and corporate governance guidelines will not require that our chairman and Chief Executive Officer positions be separate, our board of directors believes that having separate positions is the appropriate leadership structure for us at this time and demonstrates our commitment to good corporate governance.

Risk is inherent with every business, and how well a business manages risk can ultimately determine its success. We face a number of risks, including the four risks more fully discussed in the section entitled "Business" appearing elsewhere in this prospectus. Management is responsible for the day-to-day management of risks we face, while our board of directors, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, our board of directors has the responsibility to satisfy itself that the risk management processes designed and implemented by management are adequate and functioning as designed.

The role of the board of directors in overseeing the management of our risks is conducted primarily through committees of the board of directors, as disclosed in the descriptions of each of the committees below and in the charters of each of the committees. The full board of directors (or the appropriate board committee in the case of risks that are under the purview of a particular committee) discusses with management our major risk exposures, their potential impact on us, and the steps we take to manage them. When a board committee is responsible for evaluating and overseeing the management of a particular risk or risks, the chairman of the relevant committee reports on the discussion to the full board of directors during the committee reports portion of the next board meeting. This enables the board of directors and its committees to coordinate the risk oversight role, particularly with respect to risk interrelationships.

Committees of our board of directors

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, each of which will operate pursuant to a charter to be adopted by our board of directors and will be effective upon the effectiveness of the registration statement of which this prospectus is a part. The board of directors may also establish other committees from time to time to assist the Company and the board of directors. Upon the effectiveness of the registration statement of which this prospectus is a part, the composition and functioning of all of our committees will comply with all applicable requirements of the Sarbanes-Oxley Act of 2002, Nasdaq and SEC rules and regulations, if applicable. Upon our listing on Nasdaq, each committee's charter will be available on our website at www.relaytx.com. The reference to our website address does not constitute incorporation by reference of the information contained at or available through our website, and you should not consider it to be part of this prospectus.

Audit committee

, , and serve on the audit committee, which is chaired by . Our board of directors has determined that each are "independent" for audit committee purposes as that term is defined by the rules of the SEC and Nasdaq, and that each has sufficient knowledge in financial and auditing matters to serve on the audit committee. Our board of directors has designated as an "audit committee financial expert," as defined under the applicable rules of the SEC. The audit committee's responsibilities include:

- appointing, approving the compensation of, and assessing the independence of our independent registered public accounting firm;
- pre-approving auditing and permissible non-audit services, and the terms of such services, to be provided by our independent registered public accounting firm;
- reviewing the overall audit plan with our independent registered public accounting firm and members of management responsible for preparing our financial statements;
- reviewing and discussing with management and our independent registered public accounting firm our annual and quarterly financial statements and related disclosures as well as critical accounting policies and practices used by us;

FOIA CONFIDENTIAL TREATMENT REQUESTED

- coordinating the oversight and reviewing the adequacy of our internal control over financial reporting;
- establishing policies and procedures for the receipt and retention of accounting-related complaints and concerns;
- recommending, based upon the audit committee's review and discussions with management and our independent registered public accounting firm, whether our audited financial statements shall be included in our Annual Report on Form 10-K;
- monitoring the integrity of our financial statements and our compliance with legal and regulatory requirements as they relate to our financial statements and accounting matters;
- preparing the audit committee report required by SEC rules to be included in our annual proxy statement;
- reviewing all related person transactions for potential conflict of interest situations and approving all such transactions; and
- reviewing quarterly earnings releases.

Compensation committee

, , and serve on the compensation and talent committee, or compensation committee, which is chaired by . Our board of directors has determined that each member of the compensation and talent committee is "independent" as defined in the applicable Nasdaq rules. The compensation and talent committee's responsibilities include:

- annually reviewing and recommending to the board of directors the corporate goals and objectives relevant to the compensation of our Chief Executive Officer;
- evaluating the performance of our Chief Executive Officer in light of such corporate goals and objectives and based on such evaluation: (i) recommending to the board of directors the cash compensation of our Chief Executive Officer, and (ii) reviewing and approving grants and awards to our Chief Executive Officer under equity-based plans;
- reviewing and recommending to the board of directors the cash compensation of our other executive officers;
- reviewing and establishing our overall management compensation philosophy and policy;
- overseeing and administering our compensation and similar plans;
- reviewing and approving the retention or termination of any consulting firm or outside advisor to assist in the evaluation of compensation matters and evaluating and assessing potential and current compensation advisors in accordance with the independence standards identified in the applicable Nasdaq rules;
- retaining and approving the compensation of any compensation advisors;
- reviewing and approving our policies and procedures for the grant of equity-based awards;
- reviewing and recommending to the board of directors the compensation of our directors; and
- preparing the compensation committee report required by SEC rules, if and when required, to be included in our annual proxy statement.

Nominating and corporate governance committee

, , and serve on the nominating and corporate governance committee, which is chaired by . Our board of directors has determined that each member of the nominating and corporate governance committee is "independent" as defined in the applicable Nasdaq rules. The nominating and corporate governance committee's responsibilities include:

- developing and recommending to the board of directors criteria for board and committee membership;

- establishing procedures for identifying and evaluating board of director candidates, including nominees recommended by stockholders;
- reviewing the composition of the board of directors to ensure that it is composed of members containing the appropriate skills and expertise to advise us;
- identifying individuals qualified to become members of the board of directors;
- recommending to the board of directors the persons to be nominated for election as directors and to each of the board's committees;
- reviewing and recommending to the board of directors appropriate corporate governance guidelines; and
- overseeing the evaluation of our board of directors.

Compensation committee interlocks and insider participation

None of the members of our compensation committee has at any time during the prior three years been one of our officers or employees. None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Code of Business Conduct and Ethics

Prior to the effectiveness of the registration statement of which this prospectus is a part, we will adopt a written code of business conduct and ethics that applies to our directors, officers, and employees, including our principal executive officer, principal financial officer, principal accounting officer, or controller, or persons performing similar functions. Following the effectiveness of the registration statement of which this prospectus is a part, a current copy of this code will be posted on the Corporate Governance section of our website, which is located at www.relaytx.com. The information on our website is deemed not to be incorporated in this prospectus or to be a part of this prospectus. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K.

Limitations on Liability and Indemnification Agreements

As permitted by Delaware law, provisions in our fourth amended and restated certificate of incorporation, which will become effective immediately prior to the closing of this offering, and amended and restated bylaws, which will become effective upon the effectiveness of this registration statement, limit or eliminate the personal liability of directors for a breach of their fiduciary duty of care as a director. The duty of care generally requires that, when acting on behalf of the corporation, a director exercise an informed business judgment based on all material information reasonably available to him or her. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any act related to unlawful stock repurchases, redemptions or other distributions or payments of dividends; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not limit or eliminate our rights or any stockholder's rights to seek non-monetary relief, such as injunctive relief or rescission. These provisions will not alter a director's liability under other laws,

FOIA CONFIDENTIAL TREATMENT REQUESTED

such as the federal securities laws or other state or federal laws. Our fourth amended and restated certificate of incorporation that will become effective immediately prior to the closing of this offering also authorizes us to indemnify our officers, directors and other agents to the fullest extent permitted under Delaware law.

As permitted by Delaware law, our amended and restated bylaws to be effective upon the effectiveness of this registration statement will provide that:

- we will indemnify our directors, officers, employees and other agents to the fullest extent permitted by law;
- we must advance expenses to our directors and officers, and may advance expenses to our employees and other agents, in connection with a legal proceeding to the fullest extent permitted by law; and
- the rights provided in our amended and restated bylaws are not exclusive.

If Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director or officer, then the liability of our directors or officers will be so eliminated or limited to the fullest extent permitted by Delaware law, as so amended. Our amended and restated bylaws will also permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in connection with their services to us, regardless of whether our bylaws permit such indemnification. We have obtained such insurance.

In addition to the indemnification that will be provided for in our fourth amended and restated certificate of incorporation and amended and restated bylaws, we plan to enter into separate indemnification agreements with each of our directors and executive officers, which may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements may require us, among other things, to indemnify our directors and executive officers for some expenses, including attorneys' fees, expenses, judgments, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of his service as one of our directors or executive officers or any other company or enterprise to which the person provides services at our request. We believe that these provisions and agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

This description of the indemnification provisions of our fourth amended and restated certificate of incorporation, our amended and restated bylaws and our indemnification agreements is qualified in its entirety by reference to these documents, each of which is attached as an exhibit to the registration statement of which this prospectus forms a part.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

FOIA CONFIDENTIAL TREATMENT REQUESTED

EXECUTIVE COMPENSATION

Overview

The following discussion contains forward-looking statements that are based on our current plans and expectations regarding our future compensation programs. The actual amount and form of compensation that we pay and the compensation policies and practices that we adopt in the future may differ materially from the currently-planned programs that are summarized in this discussion.

Our executive compensation program reflects our continued focus on growth and development. To date, the compensation of our executive officers identified in the Summary Compensation Table below, who we refer to as our named executive officers, has consisted of a combination of base salary, annual incentive bonuses and long-term incentive compensation. Our named executive officers, like all other full-time employees, are eligible to participate in our retirement and health welfare benefit plans. As we transition from a private company to a publicly traded company, the compensation committee of our board of directors will evaluate our compensation values and philosophy and compensation plans and arrangements as circumstances require. At a minimum, the compensation committee expects to review executive compensation annually with input from Radford, an AON Hewitt company, its external compensation consultant. As part of this review process, we expect the compensation committee to apply our values and philosophy, while considering the compensation levels needed to ensure our executive compensation program remains competitive.

The compensation provided to our named executive officers for the fiscal year ended December, 31, 2019 is detailed in the 2019 Summary Compensation Table and accompanying footnotes and narrative that follow.

Our named executive officers for the fiscal year ended December 31, 2019, which consisted of our Chief Executive Officer and our two most highly-compensated executive officers other than our Chief Executive Officer, were:

- Sanjiv K. Patel, M.D., our President and Chief Executive Officer
- Donald Bergstrom, M.D., Ph.D., our Executive Vice President, Head of Research & Development
- Brian R. Adams, our General Counsel

Summary Compensation Table

The following table provides information regarding the total compensation awarded to, earned by, and paid to our named executive officers for services rendered to us in all capacities for the fiscal year ended December 31, 2019.

Name and Principal Position	Year	Salary ($)	Option Awards ($)(1)	Non-Equity Incentive Plan Compensation ($)(2)	Total ($)
Sanjiv K. Patel M.D. *President and Chief Executive Officer*	2019	585,000	2,590,671	353,925	3,529,596
Donald Bergstrom M.D., Ph.D. *Executive Vice President, Head of Research & Development*	2019	406,850	330,652	179,014	916,516
Brian R. Adams *General Counsel*	2019	356,213	165,326	97,958	619,497

(1) The amounts reported represent the aggregate grant date fair value of the stock options awarded to our named executive officers during fiscal year 2019, calculated in accordance with Financial Accounting Standards Board, or FASB Accounting Standards Codification, or ASC Topic 718. Such grant date fair value does not take into account any estimated forfeitures. The assumptions used in calculating the grant

date fair value of the awards reported in this column are set forth in the notes to our consolidated financial statements included elsewhere in this prospectus. The amounts reported in this column reflect the accounting cost for the stock options and do not correspond to the actual economic value that may be received upon exercise of the stock option or any sale of any of the underlying shares of common stock.

(2) The amounts represent actual bonuses earned for performance in 2019 by our named executive officers based on the achievement of Company performance objectives, as described under "Annual Bonuses" below. The amounts were approved by our board of directors in December 2019.

Narrative to Summary Compensation Table

Base Salaries

We use base salaries to recognize the experience, skills, knowledge, and responsibilities required of all our employees, including our named executive officers. Base salaries are reviewed annually, typically in connection with our annual performance review process. From January 1, 2019 until December 31, 2019, the annual base salaries for Dr. Patel, Dr. Bergstrom and Mr. Adams were $585,000, $406,850, and $356,213, respectively. In 2020, the annual base salaries of Dr. Bergstrom and Mr. Adams were increased in connection with their entering into new employment agreements with us, described below.

Annual Bonuses

Our board of directors may approve annual bonuses for our named executive officers based on individual and/or Company performance objectives, as determined to be appropriate. In fiscal year 2019, Dr. Patel, Mr. Bergstrom and Mr. Adams were all eligible to receive an annual cash bonus based solely upon the achievement of Company performance objectives, which consisted of pre-specified milestones, including the progression of pre-clinical programs, and certain financial metrics. In fiscal year 2019, the target bonus opportunity for each of Dr. Patel, Mr. Bergstrom and Mr. Adams was equal to 55%, 40% and 25%, respectively, of each executive officer's respective base salary. The corporate objectives for fiscal year 2019 also included advancement of the our scientific programs, further build out of our scientific platform, execution of a hiring plan approved by our board of directors, and achievement of several operational goals intended to further mature our business operations. In late 2019, our board of directors evaluated the Company's performance in 2019 against these objectives, and determined that, based upon the level of achievement in 2019, Dr. Patel, Dr. Bergstrom and Mr. Adams each earned cash bonuses of $353,925**,** $179,014, and $97,958, respectively. Mr. Adams' target bonus opportunity was increased to 35% pursuant to his new employment agreement, described below.

Equity Compensation

Although we do not have a formal policy with respect to the grant of equity incentive awards to our executive officers, we believe that equity grants provide our executives with a strong link to our long-term performance, create an ownership culture, and help to align the interests of our executives and our stockholders. Accordingly, our board of directors periodically reviews the outstanding equity incentive awards of our named executive officers and from time to time may grant additional equity incentive awards to them. In April 2019, our board of directors approved stock option grants to our employees, including our named executive officers. Dr. Patel, Mr. Bergstrom and Mr. Adams were granted 2,742,265 stock options, 350,000 stock options, and 175,000 stock options, respectively, as described in more detail in the "Outstanding equity awards at fiscal 2019 year-end" table.

March 2020 Stock Option Grants

On March 2, 2020, our board of directors approved the grant of stock options to our named executive officers. Dr. Patel, Mr. Bergstrom and Mr. Adams were granted 2,676,700 stock options, 450,000 stock options, and 240,000 stock options, respectively.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The stock options will vest in 16 equal quarterly installments commencing on the three month anniversary of the determination by our board of directors that we have met, in whole or in part, certain specified performance criteria for 2020 and 2021 (and provided that no stock options shall be deemed to have vested unless and until our board of directors makes such a determination with respect to such criteria).

Executive Employment Arrangements

In March and April 2020, we entered into employment agreements with each of our named executive officers. Each employment agreement sets forth such executive officer's base salary, target bonus opportunity, and eligibility to participate in our benefit plans generally. Each of our executives is also subject to a non-competition, non-solicitation, confidentiality, and assignment agreement, which provides for a perpetual post-termination confidentiality covenant as well as non-competition and non-solicitation of customers, employees and consultants covenants that apply during employment and for one year following termination, subject to the type of termination in the case of the non-competition provision.

Sanjiv. K. Patel

On March 25, 2020, we entered into an employment agreement with Dr. Patel, who currently serves as our President and Chief Executive Officer. The March 25, 2020 employment agreement supersedes the prior letter agreement entered into between Dr. Patel and the Company on February 11, 2017. The March 25, 2020 employment agreement provides an annual base salary of $585,000, an annual target bonus equal to 55% of Dr. Patel's annual base salary and eligibility to participate in our benefit plans generally. The March 26, 2020 employment agreement also provides that, while public, the Company will cause Dr. Patel to be nominated for election to our board of directors and to be recommended to our stockholders for election to our board of directors. The equity awards previously held by Dr. Patel continue to be governed by the terms and conditions of the Company's applicable equity incentive plan(s) and the applicable award agreement(s). Dr. Patel shall also be entitled to reimbursement for all reasonable business expenses incurred during the term of his employment, in accordance with the policies and procedures then in effect and established by the Company for its executive officers. Dr. Patel's severance and change in control entitlements are described in the section titled "Executive Severance and Change in Control."

Donald Bergstrom

On April 7, 2020, we entered into an employment agreement with Dr. Bergstrom, who currently serves as our Executive Vice President, Head of Research & Development. The April 7, 2020 employment agreement supersedes the prior letter agreement entered into between Dr. Bergstrom and the Company on February 24, 2018. The April 7, 2020 employment agreement provides for an annual base salary of $440,000, an annual target bonus equal to 40% of Dr. Bergstrom's annual base salary, and eligibility to participate in our benefit plans generally. The equity awards previously held by Dr. Bergstrom shall continue to be governed by the terms and conditions of the Company's applicable equity incentive plan(s) and the applicable award agreements(s). Dr. Bergstrom shall also be entitled to reimbursement for all reasonable business expenses incurred during the term of his employment, in accordance with the policies and procedures then in effect and established by the Company for its executive officers. Dr. Bergstrom's severance and change in control entitlements are described in the section titled "Executive Severance and Change in Control."

Brian R. Adams

On March 25, 2020, we entered into an employment agreement with Mr. Adams, who currently serves as our General Counsel. The March 25, 2020 employment agreement supersedes the prior letter agreement entered into between Mr. Adams and the Company on January 29, 2018. The March 25, 2020 employment agreement provides an annual base salary of $390,000, an annual target bonus equal to 35% of Mr. Adam's annual base salary, and his eligibility to participate in our benefit plans generally. The equity awards previously held by

FOIA CONFIDENTIAL TREATMENT REQUESTED

Mr. Adams shall continue to be governed by the terms and conditions of the Company's applicable equity incentive plan(s) and the applicable award agreements(s). Mr. Adams shall also be entitled to reimbursement for all reasonable business expenses incurred during the term of his employment, in accordance with the policies and procedures then in effect and established by the Company for its executive officers. Mr. Adams' severance and change in control severance entitlements are described in the section titled "Executive Severance and Change in Control."

Executive Severance and Change in Control

Pursuant to the employment agreements described above, each of our named executive officers is subject to severance and change in control provisions. Each employment agreement provides that upon (i) a termination of the executive's employment by us for any reason other than for "cause" (as defined in the respective employment agreement), death or disability or (ii) a resignation for "good reason" (as defined in the respective employment agreement), in each case outside of the change in control period (i.e., in the case of Dr. Patel, the period beginning 60 days prior to and ending 18 months after, a change in control of the Company (as defined in the letter agreement), and in the case of Dr. Bergstrom and Mr. Adams, the period beginning in anticipation of, and ending 12 months after, a change in control of the Company), such executive will be entitled to receive, subject to the execution and delivery of an effective separation agreement and release, which shall include a release of claims in favor of the Company, (A) in the case of Dr. Patel, an amount equal to the sum of 18 months of Dr. Patel's then current base salary, and in the case of Dr. Bergstrom and Mr. Adams, an amount equal to the sum of 12 months of each of their respective base salaries, (B) an amount equal to the executive's target bonus opportunity for the then-current year, which amount shall be prorated in the case of Dr. Bergstrom and Mr. Adams, in the case of each of (A) and (B) payable in substantially equal installments over 12 months following the date of termination of employment, (C) the employer portion of the premiums for health insurance benefits continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or COBRA, for up to 18 months in the case of Dr. Patel and for up to 12 months in the case of Dr. Bergstrom and Mr. Adams, (D) for Dr. Patel, accelerated vesting of all stock options subject to time-based vesting and any other stock-based awards subject to time-based vesting that would have otherwise vested in the 12-month period following such termination of employment, with such accelerated vesting to be effective as of the later (y) of the date of termination of employment and (z) the effective date of the separation agreement and release, such acceleration to include pro rata vesting of that portion of the vesting quarter ending after expiration of the applicable 12-month period, based on number of days falling within the applicable 12-month period during such quarter divided by 91, and (E) for Dr. Patel, reimbursement for the reasonable cost of outplacement services during the 12-month period immediately following such termination of employment.

Each employment agreement also provides that upon (i) a termination of the executive's employment by us other than for cause, death or disability or (ii) a resignation for good reason, in each case, within the change in control period described above, the executive will be entitled to receive, subject to the execution and delivery of an effective separation agreement and release, which shall include a release of claims in favor of the Company, (A) a lump sum payment equal to 1.5x, in the case of Dr. Patel, or 1x, in the case of Dr. Bergstrom and Mr. Adams, the sum of such executive's current base salary and target bonus opportunity, in the case of each of (A) and (B), payable or commencing payment within 60 days following the date of termination of employment, (B) the employer portion of the premiums for health insurance benefits continuation under COBRA for up to 18 months for Dr. Patel and for up to 12 months for each of Dr. Bergstrom and Mr. Adams, (C) accelerated vesting of all stock options subject to time-based vesting and any other stock-based awards subject to time-based vesting, as of the later of (y) the date of termination of employment and (z) the effective date of the separation agreement and release, and (D) for Dr. Patel, reimbursement for the reasonable cost of outplacement services during the 12-month period immediately following such termination of employment.

The payments and benefits provided under the applicable employment agreement in connection with a change in control may not be eligible for a federal income tax deduction by us pursuant to Section 280G of the Code, and may also subject the applicable named executive officer to an excise tax under Section 4999 of the Code. If the

FOIA CONFIDENTIAL TREATMENT REQUESTED

payments or benefits payable in connection with a change in control would be subject to the excise tax imposed under Section 4999 of the Code, then those payments or benefits will be reduced if such reduction would result in a higher net after-tax benefit to the executive officer.

Outstanding equity awards at fiscal 2019 year-end

The following table sets forth information regarding outstanding equity awards held by our named executive officers as of December 31, 2019:

		Option Awards(1)					Stock Awards(1)	
Name	Grant Date	Vesting Commencement Date	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)(2)
Sanjiv K. Patel M.D.	03/16/2017(3)	03/16/2017	—	—	—		1,222,671	1,797,327
President and Chief	03/23/2018(4)	03/23/2018	611,380	—	1.16	03/22/2028	—	—
Executive Officer	03/23/2018(4)	03/23/2018	—	—	—	—	119,870	176,209
	04/23/2019(5)	04/23/2019	201,938	2,399,482	1.42	04/22/2029		
Donald Bergstrom M.D., Ph.D.	04/10/2018(6)	04/02/2018	1,400,000	—	1.16	04/09/2028	—	—
Executive Vice President, Head of Research & Development	04/23/2019(5)	04/23/2019	43,750	306,250	1.42	04/22/2029	—	—
Brian R. Adams	03/23/2018(6)	03/19/2018	610,000	—	1.16	03/22/2028	—	—
General Counsel	04/23/2019(5)	04/23/2019	21,875	153,125	1.42	04/22/2029	—	—

(1) Each equity award is subject to the terms of our 2016 Plan, the applicable award agreement and certain acceleration of vesting provisions under each executive's employment agreement, described above.

(2) There was no public market for our common stock as of December 31, 2019. The fair market value of our common stock as of December 31, 2019, as determined by an independent valuation firm, was $1.47 per share.

(3) Represents an award of restricted shares, subject to repurchase by us at the original purchase price, which repurchase right lapses as the shares vest as follows: 1/4th of the restricted shares vest on the first anniversary of the vesting commencement date and an additional 1/12th vests quarterly thereafter, generally subject to the executive's continued employment through each applicable vesting date. Pursuant to Dr. Patel's employment agreement with us, in the event such award is not assumed or continued in connection with a change in control of the Company, 100% of the then-unvested shares shall accelerate in full.

(4) Represents a stock option award of 1,300,000 shares that are subject to an early exercise provision and is immediately exercisable for restricted shares. Restricted shares acquired upon the early exercise of options are subject to repurchase by us at the original exercise price, which repurchase right lapses consistent with the option's original vesting schedule, which is as follows: as to 1/16 of the shares underlying the option on each of the first 16 equal quarters following the vesting commencement date, generally subject to the executive's continued employment through each applicable vesting date. Dr. Patel early exercised the stock option with respect to 688,620 shares, of which 119,870 shares remain unvested as of December 31, 2019.

(5) Represents stock options that vest in 16 equal quarterly installments following the vesting commencement date, generally subject to the executive's continued employment through each applicable vesting date.

(6) Represents awards of stock options, subject to an early exercise provision and that are immediately exercisable for restricted shares. Restricted shares acquired upon the early exercise of options are subject to repurchase by us at the original exercise price, which repurchase right lapses consistent with the option's original vesting schedule, which is as follows: 1/4th of the shares underlying the option vest on the one-year anniversary of the vesting commencement date and an additional 1/12th vests quarterly thereafter, subject to the executive's continued employment through each applicable vesting date.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Employee benefits and equity compensation plans

2020 Stock Option and Incentive Plan

In connection with this offering, our board of directors, upon the recommendation of the compensation committee, is expected to adopt the 2020 Stock Plan, which will be subsequently approved by our stockholders. The 2020 Stock Plan is expected to become effective on the date immediately prior to the date on which the registration statement of which this prospectus is part is declared effective by the SEC. The 2020 Stock Plan is expected to replace our 2016 Plan, as our board of directors has determined not to make additional awards under the 2016 Plan following the closing of this offering. The 2020 Stock Plan will provide flexibility to our compensation committee to use various equity-based incentive awards as compensation tools to motivate our workforce.

We will initially reserve shares of our common stock, or the Initial Limit, for the issuance of awards under the 2020 Stock Plan. The 2020 Stock Plan will provide that the number of shares reserved and available for issuance under the plan will automatically increase each January 1, beginning on January 1, , by % of the outstanding number of shares of our common stock on the immediately preceding December 31, or such lesser number of shares as determined by our compensation committee, or the Annual Increase. This number will be subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

The shares we issue under the 2020 Stock Plan will be authorized but unissued shares or shares that we reacquire. The shares of common stock underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, reacquired by us prior to vesting, satisfied without any issuance of stock, expire or are otherwise terminated (other than by exercise) under the 2020 Stock Plan will be added back to the shares of common stock available for issuance under the 2020 Stock Plan.

The maximum aggregate number of shares that may be issued in the form of incentive stock options may not exceed the Initial Limit cumulatively increased on January 1, 2021, and on each January 1 thereafter by the lesser of the Annual Increase for such year or shares of common stock.

The grant date fair value of all awards made under our 2020 Stock Plan and all other cash compensation paid by us to any non-employee director in any calendar year may not exceed for the first year of service and for each year of service thereafter.

The 2020 Stock Plan will be administered by our compensation committee. Our compensation committee will have full power to select, from among the individuals eligible for awards, the individuals to whom awards will be granted, to make any combination of awards to participants, and to determine the specific terms and conditions of each award, subject to the provisions of the 2020 Stock Plan. Persons eligible to participate in the 2020 Stock Plan will be those full or part-time employees, non-employee directors and consultants of the Company and its affiliates, as selected from time to time by our compensation committee in its discretion.

The 2020 Stock Plan will permit the granting of both options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Internal Revenue Code and options that do not so qualify. The option exercise price of each option will be determined by our compensation committee but may not be less than 100% of the fair market value of our common stock on the date of grant. The term of each option will be fixed by our compensation committee and may not exceed ten years from the date of grant. Our compensation committee will determine at what time or times each option may be exercised.

Our compensation committee may award stock appreciation rights subject to such conditions and restrictions as it may determine in its discretion. Stock appreciation rights entitle the recipient to shares of common stock or cash, equal to the value of the appreciation in our stock price over the exercise price. The exercise price of each stock appreciation right may not be less than 100% of the fair market value of the common stock on the date of grant. The term of each stock appreciation right will be fixed by our compensation committee and may not exceed ten

FOIA CONFIDENTIAL TREATMENT REQUESTED

years from the date of grant. Our compensation committee will determine at what time or times each stock appreciation right may be exercised.

Our compensation committee will be permitted to award restricted shares of common stock and restricted stock units to participants subject to such conditions and restrictions as it may determine. These conditions and restrictions may include the achievement of certain performance goals and/or continued employment or service relationship with us through a specified vesting period. Our compensation committee will also be permitted to grant shares of common stock that are free from any restrictions under the 2020 Stock Plan. Unrestricted stock may be granted to participants in recognition of past services or other valid consideration and may be issued in lieu of cash compensation due to such participant.

Our compensation committee will be permitted to grant cash bonuses under the 2020 Stock Plan to participants, subject to the achievement of certain performance goals.

The 2020 Stock Plan will provide that upon the effectiveness of a "sale event," as defined in the 2020 Stock Plan, an acquirer or successor entity may assume, continue or substitute outstanding awards under the 2020 Stock Plan. To the extent that awards granted under our 2020 Stock Plan are not assumed or continued or substituted by the successor entity, except as may be otherwise provided in the relevant award agreement, all awards with time-based vesting, conditions or restrictions will become fully vested and nonforfeitable as of the effective time of the sale event, and all awards with conditions and restrictions relating to the attainment of performance goals may become vested and nonforfeitable in connection with a sale event in the compensation committee's discretion or to the extent specified in the relevant award agreement. Upon the effective time of the sale event, all outstanding awards granted under the 2020 Stock Plan will terminate to the extent not assumed or continued or substituted by the successor entity. In the event of such termination, individuals holding options and stock appreciation rights will be permitted to exercise such options and stock appreciation rights (to the extent exercisable) within a specified period of time prior to the sale event. In addition, in connection with the termination of the 2020 Stock Plan upon a sale event, we may make or provide for a payment, in cash or in kind, to participants holding vested and exercisable options and stock appreciation rights equal to the difference between the per share cash consideration payable to stockholders in the sale event and the exercise price of the options or stock appreciation rights and we may make or provide for a payment, in cash or in kind, to participants holding other vested awards.

Our board of directors will be permitted to amend or discontinue the 2020 Stock Plan and our compensation committee will be permitted to amend the exercise price of options and amend or cancel outstanding awards for purposes of satisfying changes in law or any other lawful purpose but no such action may adversely affect rights under an award without the holder's consent. Certain amendments to the 2020 Stock Plan will require the approval of our stockholders.

No awards will be granted under the 2020 Stock Plan after the date that is 10 years from the date of stockholder approval. No awards under the 2020 Stock Plan have been made prior to the date of this prospectus.

2016 Stock Option and Grant Plan, as amended

Our board of directors adopted, and our stockholders approved our 2016 Plan on July 6, 2016. Our 2016 Plan was most recently amended on November 12, 2018. Our 2016 Plan allows for the grant of incentive stock options to our employees and any of our subsidiary corporations' employees, and grants of non-qualified stock options, restricted stock awards, unrestricted stock awards, and restricted stock units to the full- or part-time officers, employees, directors, consultants, and key persons of the Company and our subsidiaries.

Authorized Shares. No shares will be available for future issuance under the 2016 Plan following the effectiveness of the registration statement of which this prospectus forms a part. However, our 2016 Plan will continue to govern outstanding awards granted thereunder. As of March 31, 2020, we reserved an aggregate of

FOIA CONFIDENTIAL TREATMENT REQUESTED

38,886,681 shares of our common stock for the issuance of options and other equity awards under the 2016 Plan. This number is subject to adjustment in the event of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in our capitalization. As of March 31, 2020, stock options to purchase 26,241,028, shares of our common stock at a weighted average exercise price of $1.35 per share, 1,611,810 shares of restricted stock, and no restricted stock units were outstanding under the 2016 Plan and 3,360,008 shares remained available for future issuance under the 2016 Plan.

The shares of common stock we have issued under the 2016 Plan were authorized but unissued shares we reacquired. The shares of common stock underlying any awards that are forfeited, canceled, reacquired by us prior to vesting, satisfied without the issuance of stock, or otherwise terminated (other than by exercise) and the shares of common stock that are withheld upon exercise of a stock option or settlement of an award to cover the exercise price or tax withholding, are currently added back to the shares of common stock available for issuance under the 2016 Plan. Following this offering, any such underlying outstanding awards as of , 2020 that would otherwise return to the 2016 Plan will be added to the shares of common stock available for issuance under the 2020 Stock Plan.

Administration. Our board of directors currently administers our 2016 Plan. Subject to the provisions of our 2016 Plan, the administrator has full authority and discretion to take any actions it deems necessary or advisable for the administration our 2016 Plan, including but not limited to determining the individuals to whom awards may be granted; the number of shares to be covered by any award; the price, exercise price, conversation ratio or other price relating thereto; the vesting schedule applicable to the awards together with any vesting acceleration and the terms of the award agreement for use under our 2016 Plan. The plan administrator is specifically authorized to exercise its discretion to reduce the exercise price of outstanding stock options or effect the repricing of stock options through cancellation and re-grants without stockholder approval.

Options. Stock options may be granted under our 2016 Plan. The 2016 Plan permits the granting of (i) stock options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Internal Revenue Code and (ii) stock options that do not so qualify. The stock option exercise price per share of our common stock underlying each stock option was determined by our board or directors or a committee appointed by the board of directors, and must have been at least equal to 100% of the fair market value of a share of our common stock on the date of grant. In the case of an incentive stock option granted to a participant who, at the time of grant of such stock option, owned stock representing more than 10% of the voting power of all classes of stock of the Company, or a 10% owner, the exercise price per share of our common stock underlying each such stock option must have been at least equal to 110% of the fair market value of a share of our common stock on the date of grant. The term of each stock option may not have exceeded 10 years from the date of grant (or five years for a 10% owner). The administrator will determine the methods of payment of the exercise price of a stock option , which may include cash or cash equivalents; delivery of a promissory note from the optionee to the Company; surrender of shares of common stock or certain other forms of payment acceptable to the administrator and permitted by the Delaware General Corporation Law.

Stock Awards. The 2016 Plan allows for the grant of shares of restricted stock. Restricted stock awards are grants of shares of our common stock that are subject to various restrictions, including restrictions on transferability and forfeiture provisions. Shares of restricted stock will vest, and the restrictions on such shares will lapse, in accordance with terms and conditions established by the administrator.

The 2016 Plan also allows for the grant of shares of unrestricted stock. Unrestricted stock awards may be granted to participants in recognition of past services or for other valid consideration and may be issued in lieu of cash compensation due to such participant.

Restricted Stock Units. The 2016 Plan permits the granting of restricted stock units. A restricted stock unit is an award that covers a number of shares of our common stock that may be settled upon vesting in cash or shares of common stock. The administrator determines the terms and conditions of restricted stock units, including the

number of units granted, the vesting criteria (which may include achievement of pre-established performance goals or continued service to us), and the form and timing of payment.

Termination. After a participant's termination of service (other than a termination for cause), the participant generally may exercise his or her stock options, to the extent vested as of such date of termination, for three months after termination or such longer period of time as specified in the applicable stock option agreement; provided, that if the termination is due to death or disability, the stock option generally will remain exercisable, to the extent vested as of such date of termination, until the one-year anniversary of such termination. However, in no event may a stock option be exercised later than the expiration of its term.

Transferability or Assignability of Awards. Our awards are subject to transfer restrictions as the administrator may determine. The 2016 Plan generally does not allow for the transfer or assignment of awards, other than, at the discretion of the plan administrator, by will or the laws of descent and distribution, by gift to an immediate family member, or by instrument to an inter vivos or testamentary trust in which the award is passed to beneficiaries upon the death of the participant.

Sale Event. The 2016 Plan provides that upon the occurrence of a "sale event" (as defined in the 2016 Plan), awards may be assumed, substituted for new awards of a successor entity, or otherwise continued or terminated at the effective time of such sale event. In the case of the termination of outstanding stock options, such stock options may be exercised to the extent then exercisable within a period of time prior to the consummation of the sale event. In the case of forfeiture of restricted stock, such awards may be repurchased by us for a price per share equal to the original per share purchase price paid by the participant for the shares. We may also make or provide for a cash payment to holders of vested and exercisable stock options, in exchange for the cancellation thereof, equal to, for each share of our common stock underlying such stock option, the difference between the per share cash consideration in the sale event, as determined by the compensation committee, and the per share exercise price, if any. We may make or provide for a cash payment to holders of restricted stock and restricted stock unit awards, in exchange for the cancellation thereof, in an amount equal to the product of the per share cash consideration in the sale event and the number of shares subject to each such award.

Certain Adjustments. In the event of certain changes in our capitalization, the number of shares available for future grants, the number of shares covered by each outstanding equity grant and the exercise price under each outstanding option will be proportionately adjusted.

Our board of directors may amend, suspend, or terminate the 2016 Plan at any time, subject to stockholder approval where such approval is required by applicable law. The board of directors may also amend, modify, or terminate any outstanding award, including the exercise price of such award, provided that no amendment to an award may adversely affect any of the rights of a participant under any awards previously granted without his or her consent. We will not make any further grants under the 2016 Plan following this offering.

Employee Stock Purchase Plan

In connection with this offering, our board of directors, upon the recommendation of the compensation committee, is expected to adopt the 2020 Employee Stock Purchase Plan, or ESPP, which will be subsequently approved by our stockholders. The ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code. The ESPP initially reserves and authorizes the issuance of up to a total of shares of common stock to participating employees. The ESPP provides that the number of shares reserved and available for issuance will automatically increase each January 1, beginning on January 1, 2021 and January 1 thereafter through January 1, 2030, by the least of (i) % of the outstanding number of shares of our common stock on the immediately preceding December 31, (ii) shares or (iii) such number of shares as determined by the ESPP administrator. The number of shares reserved under the ESPP is subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

FOIA CONFIDENTIAL TREATMENT REQUESTED

All employees whose customary employment is for more than 20 hours per week and have completed at least months of employment are eligible to participate in the ESPP. However, any participating employee who would own 5% or more of the total combined voting power or value of all classes of stock after an option was granted under the ESPP would not be eligible to purchase shares under the ESPP.

We may make one or more offerings each year to our employees to purchase shares under the ESPP. Offerings will begin on such dates as determined by the compensation committee and, unless otherwise determined by the compensation committee, will continue for one year periods, referred to as offering periods. The compensation committee may provide for one or more purchase periods in each offering period. Each eligible employee may elect to participate in any offering by submitting an enrollment form at least 15 business days before the relevant offering date.

Each employee who is a participant in the ESPP may purchase shares by authorizing payroll deductions of up to % of his or her base compensation during an offering period. Unless the participating employee has previously withdrawn from the offering, his or her accumulated payroll deductions will be used to purchase shares on the last business day of the purchase period at a price equal to 85% of the fair market value of the shares on the first business day or the last business day of the purchase period, whichever is lower. Under applicable tax rules, an employee may purchase no more than $25,000 worth of shares of common stock, valued at the start of the offering period, under the ESPP in any calendar year.

The accumulated payroll deductions of any employee who is not a participant on the last day of an offering period will be refunded. An employee's rights under the ESPP terminate upon voluntary withdrawal from the plan or when the employee ceases employment with us for any reason.

Senior Executive Cash Incentive Bonus Plan

In , 2020, our board of directors adopted the Senior Executive Cash Incentive Bonus Plan, or the Bonus Plan. The Bonus Plan provides for cash bonus payments based upon the attainment of performance targets established by our compensation committee. The payment targets will be related to financial and operational measures or objectives with respect to the Company, corporate performance goals, and individual performance objectives.

Our compensation committee may select corporate performance goals from among the following: developmental, publication, clinical or regulatory milestones; cash flow (including, but not limited to, operating cash flow and free cash flow); revenue; corporate revenue; earnings before interest, taxes, depreciation and amortization; net income (loss) (either before or after interest, taxes, depreciation and/or amortization); changes in the market price of our common stock; economic value-added; acquisitions, licenses or strategic transactions; financing or other capital raising transactions; operating income (loss); return on capital, assets, equity, or investment; stockholder returns; return on sales; total shareholder return; gross or net profit levels; productivity; expense efficiency; margins; operating efficiency; customer satisfaction; working capital; earnings (loss) per share of our common stock; bookings, new bookings or renewals; sales or market shares; number of prescriptions or prescribing physicians; coverage decisions; leadership development, employee retention, and recruiting and other human resources matters; operating income and/or net annual recurring revenue, any of which may be measured in absolute terms, as compared to any incremental increase, in terms of growth, or as compared to results of a peer group.

Each executive officer who is selected to participate in the Bonus Plan will have a target bonus opportunity set for each performance period. The bonus formulas will be adopted in each performance period by the compensation committee and communicated to each executive. The corporate performance goals will be measured at the end of each performance period after our financial reports have been published or such other appropriate time as the compensation committee determines. If the corporate performance goals and individual performance objectives are met, payments will be made as soon as practicable following the end of each

performance period, but not later than 74 days after the end of the fiscal year in which such performance period ends. Subject to the rights contained in any agreement between the executive officer and us, an executive officer must be employed by us on the bonus payment date to be eligible to receive a bonus payment. The Bonus Plan also permits the compensation committee to approve additional bonuses to executive officers in its sole discretion.

401(k) Plan

We maintain a tax-qualified retirement plan that provides eligible U.S. employees with an opportunity to save for retirement on a tax-advantaged basis. Plan participants are able to defer eligible compensation subject to applicable annual Internal Revenue Code limits. Effective February 2020, we provide an employer-matching contribution of up to 3.5% of eligible compensation that a participant elects to defer, which is 100% vested when contributed. The 401(k) plan is intended to be qualified under Section 401(a) of the Internal Revenue Code with the 401(k) plan's related trust intended to be tax exempt under Section 501(a) of the Internal Revenue Code. As a tax-qualified retirement plan, contributions to the 401(k) plan and earnings on those contributions are not taxable to the employees until distributed from the 401(k) plan.

FOIA CONFIDENTIAL TREATMENT REQUESTED

DIRECTOR COMPENSATION

Non-employee director compensation program

During the fiscal year ended December 31, 2019, we provided compensation to our non-employee directors in the form of cash retainers and equity awards as set forth below, with cash retainers prorated for partial years of service:

Annual Retainer for service on the board of directors	$ 35,000

Upon initial election to our board of directors, each non-employee director was granted an option to purchase 150,000 shares of our common stock, or the Initial Grant. In addition, for each year thereafter, each non-employee director who continued as a member of the board of directors was granted an option to purchase 25,000 shares of our common stock, or the Annual Grant. The Initial Grant and the Annual Grant each vest in full on the first anniversary of their respective grant dates, subject to continued service as a director through such date. All of the foregoing options were granted with a per share exercise price equal to the fair market value of a share of our common stock on the date of grant and with a term of ten years.

Dr. Murcko also receives compensation for the provision of certain scientific and strategic advisory services as requested by our Chief Executive Officer and his designees pursuant to a consulting agreement that we entered into with him on January 2, 2018, which has subsequently been amended. Under his consulting agreement, Dr. Murcko receives four equal payments of $50,000, each payable at the end of each calendar quarter. Dr. Murcko has agreed to certain confidentiality, intellectual property and non-competition obligations during and following his period of consultancy services.

Employee directors received no additional compensation for their service as a director and directors affiliated with our investors do not receive compensation for their service as a director.

We reimbursed all reasonable out-of-pocket business expenses incurred by directors for their attendance at meetings of our board of directors or any committee thereof.

Immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, we intend to implement a formal policy pursuant to which our non-employee directors will be eligible to receive certain cash retainers and equity awards.

Non-employee director compensation table

The following table provides information regarding the total compensation that was earned by or paid to each of our non-employee directors during the fiscal year ended December 31, 2019.

Name	Fees Earned or Paid in Cash ($)	Option Awards ($)(1)(2)	All Other Compensation ($)	Total ($)
Alexis Borisy	17,500	141,114	—	158,614
Linda A. Hill, Ph.D.	35,000	23,274	—	58,274
Douglas S. Ingram	17,500	174,211	—	191,711
Christoph Lengauer, Ph.D.	—	—	—	—
Mark Murcko, Ph.D.	35,000	23,618	200,000(3)	258,618
Dipchand (Deep) Nishar	—	—	—	—
Jami Rubin	8,750	139,644	—	148,394
Laura Shawver, Ph.D.	35,000	23,618	—	58,618
Steven Kafka, Ph.D.(4)	35,000	—	—	35,000

FOIA CONFIDENTIAL TREATMENT REQUESTED

(1) The amounts reported represent the aggregate grant date fair value of the stock options awarded to the non-employee directors during fiscal year 2019, calculated in accordance with Financial Accounting Standards Board, or FASB Accounting Standards Codification, or ASC Topic 718. Such grant date fair value does not take into account any estimated forfeitures. The assumptions used in calculating the grant date fair value of the awards reported in this column are set forth in the notes to our consolidated financial statements included elsewhere in this prospectus. The amounts reported in this column reflect the accounting cost for the stock options and do not correspond to the actual economic value that may be received upon exercise of the stock option or any sale of any of the underlying shares of common stock.

(2) As of December 31, 2019, each of our non-employee members of our board of directors held the following aggregate number of unexercised options as of such date:

Name	Number of Securities Underlying Unexercised Options
Alexis Borisy	9,375
Linda A. Hill, Ph.D.	46,250
Douglas S. Ingram	11,562
Christoph Lengauer, Ph.D.	—
Mark Murcko, Ph.D.	35,937
Dipchand (Deep) Nishar	—
Jami Rubin	—
Laura Shawver, Ph.D.	14,062
Steven Kafka, Ph.D.(4)	—

(3) Amount represents consulting fees paid to Dr. Murcko under his consulting agreement described above for consulting services provided in 2019.

(4) Steven Kafka resigned from the board on November 8, 2019.

FOIA CONFIDENTIAL TREATMENT REQUESTED

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of transactions or series of transactions since January 1, 2017, to which we were or will be a party, in which:

- the amount involved in the transaction exceeds, or will exceed, $120,000; and
- in which any of our executive officers, directors or holder of five percent or more of any class of our capital stock, including their immediate family members or affiliated entities, had or will have a direct or indirect material interest.

Compensation arrangements for our named executive officers and our directors are described elsewhere in this prospectus under "Executive Compensation" and "Management—Director Compensation."

Sales of Securities

Series A Convertible Preferred Stock Financing

In August 2016, we sold an aggregate of 56,824,740 shares of our Series A convertible preferred stock at a purchase price of $1.00 per share pursuant to agreements entered into with investors. Each share of our Series A convertible preferred stock will automatically convert into one share of our common stock immediately prior to the completion of this offering. The following table summarizes purchases of our Series A convertible preferred stock by related persons:

Participant	Affiliated Director(s) or Officer(s)	Shares of Series A Preferred Stock	Total Purchase Price ($)
Third Rock Ventures III, L.P.(1)	Christoph Lengauer, Ph.D.	35,404,286	35,404,286
Third Rock Ventures IV, L.P.(2)	Christoph Lengauer, Ph.D.	9,920,455	9,920,455
Picularium, LLC(3)	—	9,999,999	9,999,999

(1) Third Rock Ventures III, L.P., or TRV III, is an affiliate of Third Rock Ventures, LLC, or TRV, and is a holder of five percent or more of our capital stock. Dr. Lengauer is a Partner at TRV and a member of our board of directors.
(2) Third Rock Ventures IV, L.P., or TRV IV, is an affiliate of TRV and is a holder of five percent or more of our capital stock. Dr. Lengauer is a Partner at TRV and a member of our board of directors.
(3) Picularium, LLC, or Picularium, is an affiliate of D. E. Shaw Research and is a holder of five percent or more of our capital stock.

Series B Preferred Stock Financing

In December 2017, we sold an aggregate of 31,188,115 shares of our Series B convertible preferred stock at a purchase price of $2.02 per share pursuant to agreements entered into with investors. Each share of our Series B convertible preferred stock will automatically convert into one share of our common stock immediately prior to the completion of this offering. The following table summarizes purchases of our Series B preferred stock by related persons:

Participant	Affiliated Director(s) or Officer(s)	Shares of Series B Preferred Stock	Total Purchase Price ($)
Mark Murcko, Ph.D.(1)	—	990,099	2,000,000
Third Rock Ventures III, L.P.(2)	Christoph Lengauer, Ph.D.	61,881	125,000
Third Rock Ventures IV, L.P.(3)	Christoph Lengauer, Ph.D.	61,881	125,000

(1) Mark Murcko, Ph.D., is a cofounder and a member of our board of directors.

FOIA CONFIDENTIAL TREATMENT REQUESTED

(2) TRV III is an affiliate of TRV and is a holder of five percent or more of our capital stock. Dr. Lengauer is a Partner at TRV and a member of our board of directors.
(3) TRV IV is an affiliate of TRV and is a holder of five percent or more of our capital stock. Dr. Lengauer is a Partner at TRV and a member of our board of directors.

Series C Preferred Stock Financing

In December 2018, we sold an aggregate of 124,630,002 shares of our Series C and Series C-1 convertible preferred stock at a purchase price of $3.2095 per share pursuant to agreements entered into with investors. Each share of our Series C and Series C-1 convertible preferred stock will automatically convert into one share of our common stock immediately prior to the completion of this offering. The following table summarizes purchases of our Series C and Series C-1 preferred stock by related persons:

Participant	Affiliated Director(s) or Officer(s)	Shares of Series C Preferred Stock	Shares of Series C-1 Preferred Stock	Total Purchase Price ($)
Alexis Borisy(1)	—	350,000	—	1,123,325
SoftBank Vision Fund (AIV M2) L.P.(2)	Dipchand (Deep) Nishar	14,963,746	78,508,757	300,000,000
Picularium, LLC.(3)	—	1,557,875	—	5,000,000

(1) Mr. Borisy is a member of our board of directors.
(2) SoftBank Vision Fund (AIV M2) L.P. is a holder of five percent or more of our capital stock. Dipchand (Deep) Nishar is a senior managing partner at SoftBank and a member of our board of directors.
(3) Picularium is an affiliate of D. E. Shaw Research and is a holder of five percent or more of our capital stock.

Agreements with Our Stockholders

In connection with our preferred stock financings, we entered into an investor rights agreement and stockholders agreement, in each case, with the purchasers of our preferred stock and certain holders of our common stock.

Our third amended and restated investors' rights agreement, or Investor Rights Agreement, provides certain holders of our preferred stock with a participation right to purchase their pro rata share of new securities that we may propose to sell and issue, subject to certain exceptions. Such participation right will terminate upon the closing of this offering. The Investor Rights Agreement further provides certain holders of our capital stock with the right to demand that we file a registration statement, subject to certain limitations, and to request that their shares be covered by a registration statement that we are otherwise filing. See the section titled "Description of Capital Stock—Registration rights" appearing elsewhere in this prospectus, for additional information regarding such registration rights.

Our third amended and restated stockholders agreement, or Stockholders Agreement, provides for rights of first refusal and co-sale and drag along rights in respect of sales by certain holders of our capital stock. The Stockholders Agreement also contains provisions with respect to the elections of our board of directors and its composition. The rights under the Stockholders Agreement will terminate upon the closing of this offering.

Management and Consulting Services

During the years ended December 31, 2017, 2018 and 2019, we received consulting, advisory and related services from TRV in the amount of $400,000, $100,000, and $200,000, respectively. TRV is a management company that provides services to us and TRV III and TRV IV are the beneficial owners of more than 5% of our voting securities. Dr. Lengauer is a partner at TRV and a member of our board of directors. Alexis Borisy was previously a partner at TRV during the time in which we received services from TRV and Mr. Borisy is currently

a member of our board of directors. These consulting fees were paid to TRV in amounts mutually agreed upon in advance by us and TRV in consideration of certain strategic and ordinary course business operations and such services were provided to us on an as-needed basis, from time to time and at our request, by individuals related to TRV. Such fees were payable pursuant to invoices submitted to us by TRV from time to time. None of these consulting fees were paid directly to Dr. Lengauer or Mr. Borisy. The consulting fees paid to TRV did not exceed 5% of the consolidated gross revenue of TRV during any of these fiscal years.

In January 2018, we entered into a consulting agreement with Mark Murcko, Ph.D., under which we would provide payment to Dr. Murcko in exchange for certain consulting, advisory and related services. During the year ended December 31, 2018, we received consulting, advisory and related services from Dr. Murcko in the amount of $100,000. In June 2019, the consulting agreement with Dr. Murcko was amended and assigned to Disruptive Biomedical, LLC, an entity wholly owned by Dr. Murcko. During the year ended, December 31, 2019, we received consulting, advisory and related services from in the amount of $200,000 from Disruptive Biomedical, LLC. Dr. Murcko is a member of our board of directors. These consulting fees were paid to Dr. Murcko and Disruptive Biomedical, LLC in amounts mutually agreed upon in advance by us and Dr. Murcko and Disruptive Biomedical, LLC in consideration of certain strategic and ordinary course business operations and such services were provided to us on an as-needed basis from time to time and at our requests, with Dr. Murcko devoting at least one working day per week to such services, by Dr, Murcko. Such fees were payable in equal quarterly installments.

Collaboration Agreement

On August 17, 2016, we entered into a collaboration and license agreement with D. E. Shaw Research. We refer to this agreement, as amended, as the DESRES Agreement. Under the DESRES Agreement, we agreed to collaborate with D. E. Shaw Research to research certain biological targets through the use of D. E. Shaw Research's computational modeling capabilities focused on analysis of protein motion, with an aim to develop and commercialize compounds and products directed to such targets. As of March 31, 2020, we have made cash payments to D. E. Shaw Research under the DESRES Agreement totaling $3.5 million in the aggregate. Picularium is an affiliate of D. E. Shaw Research and is a holder of five percent or more of our capital stock. For more information regarding the DESRES Agreement, see "Business—Collaboration and License Agreement with D. E. Shaw Research, LLC."

Indemnification Agreements

We have entered into agreements to indemnify our directors and executive officers. These agreements will, among other things, require us to indemnify these individuals for certain expenses (including attorneys' fees), judgments, fines and settlement amounts reasonably incurred by such person in any action or proceeding, including any action by or in our right, on account of any services undertaken by such person on behalf of our Company or that person's status as a member of our board of directors to the maximum extent allowed under Delaware law.

Policies for approval of related party transactions

Our board of directors reviews and approves transactions with directors, officers and holders of five percent or more of our voting securities and their affiliates, each a related party. Prior to this offering, the material facts as to the related party's relationship or interest in the transaction are disclosed to our board of directors prior to their consideration of such transaction, and the transaction is not considered approved by our board of directors unless a majority of the directors who are not interested in the transaction approve the transaction. Further, when stockholders are entitled to vote on a transaction with a related party, the material facts of the related party's relationship or interest in the transaction are disclosed to the stockholders, who must approve the transaction in good faith.

In connection with this offering, we have adopted a written related party transactions policy that such transactions must be approved by our audit committee. This policy will become effective on the date on which the registration statement of which this prospectus is part is declared effective by the SEC.

FOIA CONFIDENTIAL TREATMENT REQUESTED

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information known to us regarding beneficial ownership of our capital stock as of April 30, 2020, as adjusted to reflect the sale of common stock offered by us in this offering, for:

- each person or group of affiliated persons known by us to be the beneficial owner of more than five percent of our capital stock;
- each of our named executive officers;
- each of our directors; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Under those rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power. Except as noted by footnote, and subject to community property laws where applicable, we believe, based on the information provided to us, that the persons and entities named in the table below have sole voting and investment power with respect to all common stock shown as beneficially owned by them.

Each individual or entity shown on the table has furnished information with respect to beneficial ownership. Unless otherwise indicated, the address for each beneficial owner is c/o Relay Therapeutics, Inc., 399 Binney Street, 2nd Floor, Cambridge, MA 02139.

The percentage of beneficial ownership prior to this offering in the table below is based on 229,643,467 shares of common stock deemed to be outstanding as of April 30, 2020, assuming the conversion of all outstanding shares of our preferred stock immediately prior to the completion of this offering, and assuming an initial public offering price or $ per share, which is the midpoint of the offering range set forth on the cover page of this prospectus, and the percentage of beneficial ownership at this offering in the table below is based on shares of common stock assumed to be outstanding after the closing of the offering. The information in the table below assumes no exercise of the underwriters' option to purchase additional shares.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Outstanding Beneficially Owned	
		Before Offering	After Offering
Entities affiliated with Third Rock Ventures(1)	47,448,503	20.66%	%
SoftBank Vision Fund (AIV M2) L.P.(2)	93,472,503	40.70%	%
Picularium, LLC(3)	11,557,874	5.03%	%
Named Executive Officers and Directors:			
Sanjiv K. Patel, M.D.(4)	5,329,364	2.31%	%
Donald Bergstrom, M.D., Ph.D.(5)	787,500	*	%
Brian R. Adams, J.D.(6)	386,875	*	%
Alexis Borisy(7)	378,125	*	%
Linda A. Hill, Ph.D.,(8)	72,500	*	%
Douglas S. Ingram(9)	34,687	*	%
Christoph Lengauer, Ph.D.(10)	50,000	*	%
Mark Murcko, Ph.D.(11)	3,590,098	1.56%	%
Dipchand (Deep) Nishar	—	*	%
Jami Rubin(12)	18,750	*	%
Laura Shawver, Ph.D.(13)	206,874	*	%
All executive officers and directors as a group (12 persons)(14)	11,134,773	4.81%	%

FOIA CONFIDENTIAL TREATMENT REQUESTED

* Less than one percent.

(1) Consists of (i) 2,000,000 shares of common stock, (ii) 35,404,286 shares of common stock issuable upon conversion of shares of Series A preferred stock held by Third Rock Ventures III, L.P., or TRV III LP, (iii) 9,920,455 shares of common stock issuable upon conversion of shares of Series A preferred stock held by Third Rock Ventures IV, L.P., or TRV IV LP, (iv) 61,881 shares of common stock issuable upon conversion of shares of Series B preferred stock held by TRV III LP and (v) 61,881 shares of common stock issuable upon conversion of shares of Series B preferred stock held by TRV IV LP. Each of Third Rock Ventures III GP, LP, or TRV III GP, the general partner of TRV III LP, Third Rock Ventures GP III, LLC, or TRV III LLC, the general partner of TRV III GP, and Mark Levin, Kevin Starr and Dr. Tepper, the managers of TRV II LLC, may be deemed to share voting and investment power over the shares held of record by TRV III LP. Each of Third Rock Ventures III GP, LP, or TRV III GP, the general partner of TRV III LP, and Third Rock Ventures GP III, LLC, TRV III LLC, the general partner of TRV III GP, and Mark Levin, Kevin Starr and Dr. Tepper, the managers of TRV III LLC, may be deemed to share voting and investment power over the shares held of record by TRV III LP. The general partner of TRV IV is Third Rock Ventures GP IV, L.P., or TRV GP IV LP. The general partner of TRV GP IV LP is TRV GP IV, LLC, or TRV GP IV LLC. Abbie Celniker, Ph.D., Robert Tepper, M.D., Craig Muir and Cary Pfeffer, M.D. are the managing members of TRV GP IV LLC who collectively make voting and investment decisions with respect to shares held by TRV IV. The address for each of TRV III LP and TRV IV LP is 29 Newbury Street, Suite 401, Boston, MA 02116.

(2) Consists of 93,472,503 shares of common stock issuable upon the conversion of Series C Preferred Stock held by SoftBank Vision Fund (AIV M2) L.P., or SVF. SVF GP (Jersey) Limited, or SVF GP, is the general partner of SVF. SB Investment Advisers (UK) Limited, or SBIA UK, has been appointed as alternative investment fund manager, or AIFM, and is exclusively responsible for managing SVF in accordance with the Alternative Investment Fund Managers Directive and is authorized and regulated by the UK Financial Conduct Authority accordingly. As AIFM of SVF, SBIA UK is exclusively responsible for making all decisions related to the acquisition, structuring, financing, voting and disposal of SVF's investments. SVF GP and SBIA UK are both wholly owned by SoftBank Group Corp. Mr. Nishar, a member of our board of directors, is a Senior Managing Partner at SB Investment Advisers (U.S.) Inc., an affiliate of SBIA UK, but does not have voting or investment power over the shares held by SVF. The address of SVF is 251 Little Falls Drive, Wilmington, Delaware 19808.

(3) Consists of (i) 9,999,999 shares of common stock issuable upon conversion of Series A Preferred Stock held by Picularium, LLC, or Picularium, and (ii) 1,557,875 shares of common stock issuable upon conversion of Series C Preferred Stock held by Picularium. The address of Picularium is c/o D. E. Shaw Research, LLC, 120 West 45th Street, 39th Floor, New York, NY 10036.

(4) Consists of (i) 1,342,542 shares of common stock held by Dr. Patel, (ii) 1,862,628 shares of common stock held by The Patel Family Irrevocable Trust of 2019, (iii) 1,536,843 shares of common stock held by The SSP Irrevocable Trust of 2020 and (iv) 3,212,800 shares subject to options held by Dr. Patel, of which 587,351 are vested and exercisable within 60 days of April 30, 2020.

(5) Consists of (i) 200,000 shares of common stock held by Dr. Bergstrom and (ii) 1,550,000 shares subject to options held by Dr. Bergstrom, of which 587,500 are vested and exercisable within 60 days of April 30, 2020.

(6) Consists of 785,000 shares subject to options held by Mr. Adams, of which 386,875 are vested and exercisable within 60 days of April 30, 2020.

(7) Consists of (i) 350,000 shares of common stock issuable upon the conversion of Series C Preferred Stock held by Mr. Borisy and (ii) 150,000 shares subject to options held by Mr. Borisy, of which 28,125 are vested and exercisable within 60 days of April 30, 2020.

(8) Consists of 210,000 shares subject to options held by Dr. Hill, of which 72,500 are vested and exercisable within 60 days of April 30, 2020.

(9) Consists of 185,000 shares subject to options held by Mr. Ingram, of which 34,687 are vested and exercisable within 60 days of April 30, 2020.

FOIA CONFIDENTIAL TREATMENT REQUESTED

(10) Consists of 50,000 shares of common stock held by Dr. Lengauer.
(11) Consists of (i) 1,550,000 shares of common stock held by Dr. Murcko, (ii) 1,000,000 shares of shares of common stock issuable upon the conversion of Series A Preferred Stock held by Dr. Murcko, (iii) 990,099 shares of common stock issuable upon the conversion of Series B Preferred Stock held by Dr. Murcko and (iv) 125,000 shares subject to options held by Dr. Murcko, of which 49,999 are vested and exercisable within 60 days of April 30, 2020.
(12) Consists of 150,000 shares subject to options held by Ms. Rubin, of which 18,750 are vested and exercisable within 60 days of April 30, 2020.
(13) Consists of (i) 185,000 shares of common stock held by Dr. Shawver and (ii) 75,000 shares subject to options held by Dr. Shawver, of which 21,874 are vested and exercisable within 60 days of April 30, 2020.
(14) See notes 4 through 13 above; also includes 660,000 shares subject to options held by Thomas Catinazzo, who is our principal financial and accounting officer, but not named executive officer, of which 280,000 are vested and exercisable within 60 days of April 30, 2020.

FOIA CONFIDENTIAL TREATMENT REQUESTED

DESCRIPTION OF CAPITAL STOCK

The following descriptions are summaries of the material terms of our fourth amended and restated certificate of incorporation, which will be effective upon the closing of this offering and amended and restated bylaws, which will be effective upon the effectiveness of the registration statement of which this prospectus is a part. The descriptions of the common stock and preferred stock give effect to changes to our capital structure that will occur immediately prior to the completion of this offering. We refer in this section to our fourth amended and restated certificate of incorporation as our certificate of incorporation, and we refer to our amended and restated bylaws as our bylaws.

General

Upon completion of this offering, our authorized capital stock will consist of shares of common stock, par value $0.001 per share, and shares of preferred stock, par value $0.001 per share, all of which shares of preferred stock will be undesignated.

As of April 30, 2020, 229,643,467 shares of our common stock were outstanding and held by 61 stockholders of record. This amount assumes the conversion of all outstanding shares of our preferred stock into common stock, which will occur immediately prior to the closing of this offering.

Common stock

The holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of the stockholders. The holders of our common stock do not have any cumulative voting rights. Holders of our common stock are entitled to receive ratably any dividends declared by our board of directors out of funds legally available for that purpose, subject to any preferential dividend rights of any outstanding preferred stock. Our common stock has no preemptive rights, conversion rights or other subscription rights or redemption or sinking fund provisions.

In the event of our liquidation, dissolution or winding up, holders of our common stock will be entitled to share ratably in all assets remaining after payment of all debts and other liabilities and any liquidation preference of any outstanding preferred stock. The shares to be issued by us in this offering will be, when issued and paid for, validly issued, fully paid and non-assessable.

Preferred stock

Immediately prior to the completion of this offering, all outstanding shares of our preferred stock will be converted into shares of our common stock. Upon the consummation of this offering, our board of directors will have the authority, without further action by our stockholders, to issue up to shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting, or the designation of, such series, any or all of which may be greater than the rights of common stock. The issuance of our preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon our liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control of our Company or other corporate action. Immediately after consummation of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

Registration rights

Upon the completion of this offering, the holders of shares of our common stock, including those issuable upon the conversion of preferred stock, will be entitled to rights with respect to the registration of these

FOIA CONFIDENTIAL TREATMENT REQUESTED

securities under the Securities Act. These rights are provided under the terms of our Investor Rights Agreement between us and the holders of our preferred stock. The Investor Rights Agreement includes demand registration rights, short-form registration rights, and piggyback registration rights. All fees, costs and expenses of underwritten registrations under this agreement will be borne by us and all selling expenses, including underwriting discounts and selling commissions, will be borne by the holders of the shares being registered.

Demand registration rights

Beginning six months after the completion of this offering, the holders of shares of our common stock, including those issuable upon the conversion of shares of our preferred stock upon closing of this offering, will be entitled to demand registration rights. Under the terms of the Investor Rights Agreement, we will be required, upon the written request of a majority of holders of the registrable securities then outstanding that would result in an aggregate offering price of at least $7.5 million, to file a registration statement and to use commercially reasonable efforts to effect the registration of all or a portion of these shares for public resale.

Short-form registration rights

Upon the completion of this offering, the holders of shares of our common stock, including those issuable upon the conversion of shares of our preferred stock upon closing of this offering, are also entitled to short-form registration rights. Pursuant to the Investor Rights Agreement, if we are eligible to file a registration statement on Form S-3, upon the written request of at least 10% in interest of these holders to sell registrable securities at an aggregate price of at least $1.0 million, we will be required to use commercially reasonable efforts to effect a registration of such shares. We are required to effect only two registrations in any twelve-month period pursuant to this provision of the investor rights agreement.

Piggyback registration rights

Upon the completion of this offering, the holders of shares of our common stock, including those issuable upon the conversion of shares of our preferred stock upon closing of this offering, are entitled to piggyback registration rights. If we register any of our securities either for our own account or for the account of other security holders, the holders of these shares are entitled to include their shares in the registration. Subject to certain exceptions contained in the Investor Rights Agreement, we and the underwriters may limit the number of shares included in the underwritten offering to the number of shares which we and the underwriters determine in our sole discretion will not jeopardize the success of the offering.

Indemnification

Our investor rights agreement contains customary cross-indemnification provisions, under which we are obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions attributable to them.

Expiration of registration rights

The demand registration rights and short-form registration rights granted under the Investor Rights Agreement will terminate on the fifth anniversary of the completion of this offering.

Anti-takeover effects of our certificate of incorporation and bylaws and Delaware Law

Our certificate of incorporation and bylaws include a number of provisions that may have the effect of delaying, deferring or preventing another party from acquiring control of us and encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with our board of directors rather than pursue non-negotiated takeover attempts. These provisions include the items described below.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Board composition and filling vacancies

Our certificate of incorporation provides for the division of our board of directors into three classes serving staggered three-year terms, with one class being elected each year. Our certificate of incorporation also provides that directors may be removed only for cause and then only by the affirmative vote of the holders of two-thirds or more of the shares then entitled to vote at an election of directors. Furthermore, any vacancy on our board of directors, however occurring, including a vacancy resulting from an increase in the size of our board, may only be filled by the affirmative vote of a majority of our directors then in office even if less than a quorum. The classification of directors, together with the limitations on removal of directors and treatment of vacancies, has the effect of making it more difficult for stockholders to change the composition of our board of directors.

No written consent of stockholders

Our certificate of incorporation provides that all stockholder actions are required to be taken by a vote of the stockholders at an annual or special meeting, and that stockholders may not take any action by written consent in lieu of a meeting. This limit may lengthen the amount of time required to take stockholder actions and would prevent the amendment of our bylaws or removal of directors by our stockholders without holding a meeting of stockholders.

Meetings of stockholders

Our certificate of incorporation and bylaws provide that only a majority of the members of our board of directors then in office may call special meetings of stockholders and only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders. Our bylaws limit the business that may be conducted at an annual meeting of stockholders to those matters properly brought before the meeting.

Advance notice requirements

Our bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. Our bylaws specify the requirements as to form and content of all stockholders' notices. These requirements may preclude stockholders from bringing matters before the stockholders at an annual or special meeting.

Amendment to certificate of incorporation and bylaws

Any amendment of our certificate of incorporation must first be approved by a majority of our board of directors, and if required by law or our certificate of incorporation, must thereafter be approved by a majority of the outstanding shares entitled to vote on the amendment and a majority of the outstanding shares of each class entitled to vote thereon as a class, except that the amendment of the provisions relating to stockholder action, board composition, and limitation of liability must be approved by not less than two-thirds of the outstanding shares entitled to vote on the amendment, and not less than two-thirds of the outstanding shares of each class entitled to vote thereon as a class. Our bylaws may be amended by the affirmative vote of a majority of the directors then in office, subject to any limitations set forth in the bylaws; and may also be amended by the affirmative vote of a majority of the outstanding shares entitled to vote on the amendment, voting together as a single class, except that the amendment of the provisions relating to notice of stockholder business and nominations and special meetings must be approved by not less than two-thirds of the outstanding shares entitled to vote on the amendment, and not less than two-thirds of the outstanding shares of each class entitled to vote

FOIA CONFIDENTIAL TREATMENT REQUESTED

thereon as a class, or, if our board of directors recommends that the stockholders approve the amendment, by the affirmative vote of the majority of the outstanding shares entitled to vote on the amendment, in each case voting together as a single class.

Undesignated preferred stock

Our certificate of incorporation provides for authorized shares of preferred stock. The existence of authorized but unissued shares of preferred stock may enable our board of directors to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise. For example, if in the due exercise of its fiduciary obligations, our board of directors were to determine that a takeover proposal is not in the best interests of our stockholders, our board of directors could cause shares of preferred stock to be issued without stockholder approval in one or more private offerings or other transactions that might dilute the voting or other rights of the proposed acquirer or insurgent stockholder or stockholder group. In this regard, our certificate of incorporation grants our board of directors broad power to establish the rights and preferences of authorized and unissued shares of preferred stock. The issuance of shares of preferred stock could decrease the amount of earnings and assets available for distribution to holders of shares of common stock. The issuance may also adversely affect the rights and powers, including voting rights, of these holders and may have the effect of delaying, deterring or preventing a change in control of us.

Choice of Forum

Our certificate of incorporation provides that, unless we consent in writing to the selection of an alternative form, the Court of Chancery of the State of Delaware (or, if the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) will be the sole and exclusive forum for: (1) any derivative action or proceeding brought on our behalf; (2) any action asserting a claim of breach of a fiduciary duty or other wrongdoing by any of our directors, officers, employees or agents to us or our stockholders; (3) any action asserting a claim against us arising pursuant to any provision of the General Corporation Law of the State of Delaware or our certificate of incorporation or by-laws; (4) any action to interpret, apply, enforce or determine the validity of our certificate of incorporation or by-laws; or (5) any action asserting a claim governed by the internal affairs doctrine. Our certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to this choice of forum provision. It is possible that a court of law could rule that the choice of forum provision contained in our restated certificate of incorporation is inapplicable or unenforceable if it is challenged in a proceeding or otherwise.

In addition, our by-laws provide that, unless we consent in writing to the selection of an alternative forum, the United States District Court in the District of Massachusetts will be the exclusive forum for any private action asserting violations by us or any of our directors or officers of the Securities Act or the Exchange Act, or the rules and regulations promulgated thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by those statutes or the rules and regulations under such statutes. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than the United States District of Massachusetts, the plaintiff or plaintiffs shall be deemed by this provision of the bylaws (i) to have consented to removal of the action by us to the United States District Court in the District of Massachusetts, in the case of an action filed in a state court, and (ii) to have consented to transfer of the action to the United States District Court in the District of Massachusetts.

Section 203 of the Delaware General Corporation Law

Upon completion of this offering, we will be subject to the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a three-year period following the time that this stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed

manner. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, lease, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges, or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Nasdaq Global Market listing

We intend to apply to list our common stock on the Nasdaq Global Market under the trading symbol “RLAY.”

Transfer agent and registrar

The transfer agent and registrar for our common stock will be .

FOIA CONFIDENTIAL TREATMENT REQUESTED

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our shares. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Based on the number of shares outstanding as of March 31, 2020, upon the completion of this offering, shares of our common stock will be outstanding, assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options. Of the outstanding shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our affiliates, as that term is defined in Rule 144 under the Securities Act, may only be sold in compliance with the limitations described below, and shares of our common stock are restricted shares of common stock subject to time-based vesting terms.

Rule 144

In general, a person who has beneficially owned restricted stock for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Securities Exchange Act of 1934, as amended, or the Exchange Act, periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares then outstanding, which will equal approximately shares immediately after this offering assuming no exercise of the underwriters' option to purchase additional shares, based on the number of shares outstanding as of March 31, 2020; or
- the average weekly trading volume of our common stock on the Nasdaq Global Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers, or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under "Underwriting" included elsewhere in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Lock-Up Agreements

We, all of our directors and executive officers, and the holders of substantially all of our capital stock and securities convertible into or exchangeable for our capital stock have entered into lock-up agreements with the

underwriters and/or are subject to market standoff agreements or other agreements with us, which prevents them from selling any of our common stock or any securities convertible into or exercisable or exchangeable for common stock for a period of not less than 180 days from the date of this prospectus without the prior written consent of the representatives, subject to certain exceptions. See the section entitled "Underwriting" appearing elsewhere in this prospectus for more information.

Registration rights

Upon completion of this offering, certain holders of our securities will be entitled to various rights with respect to registration of their shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. See the section entitled "Description of Capital Stock—Registration rights" appearing elsewhere in this prospectus for more information.

Equity incentive plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register our shares issued or reserved for issuance under our equity incentive plans. The first such registration statement is expected to be filed soon after the date of this prospectus and will automatically become effective upon filing with the SEC. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above. As of March 31, 2020, we estimate that such registration statement on Form S-8 will cover approximately shares.

FOIA CONFIDENTIAL TREATMENT REQUESTED

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following discussion is a summary of material U.S. federal income tax considerations applicable to non-U.S. holders (as defined below) with respect to their ownership and disposition of shares of our common stock issued pursuant to this offering. For purposes of this discussion, a non-U.S. holder means a beneficial owner of our common stock that is, for U.S. federal income tax purposes:

- a non-resident alien individual;
- a foreign corporation or any other foreign organization taxable as a corporation for U.S. federal income tax purposes; or
- a foreign estate or trust, the income of which is not subject to U.S. federal income tax on a net income basis.

This discussion does not address the tax treatment of partnerships or other entities or arrangements that are treated as pass-through entities for U.S. federal income tax purposes or persons that hold their shares of our common stock through partnerships or such other pass-through entities. The tax treatment of a partner in a partnership or other entity or arrangement that is treated as a pass-through entity for U.S. federal income tax purposes generally will depend upon the status of the partner and the activities of the partnership. A partner in a partnership or an investor in any other pass-through entity that will hold our common stock should consult his, her or its tax advisor regarding the tax consequences of acquiring, holding and disposing of our common stock through a partnership or other pass-through entity, as applicable.

This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended, or the Code, existing and proposed U.S. Treasury regulations promulgated thereunder, current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus and, all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any such change or differing interpretation could alter the tax consequences to non-U.S. holders described in this prospectus. There can be no assurance that the Internal Revenue Service, or the IRS, will not challenge one or more of the tax consequences described herein. We assume in this discussion that a non-U.S. holder holds shares of our common stock as a capital asset, which is generally property held for investment.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances, including the alternative minimum tax, the Medicare tax on net investment income or the rules relating to "qualified small business stock." Any U.S. federal tax other than the income tax (including, for example, the estate tax), and it does not nor does it address any aspects of U.S. state, local or non-U.S. taxes. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as:

1. insurance companies;
2. tax-exempt or governmental organizations;
3. financial institutions;
4. brokers or dealers in securities;
5. regulated investment companies;
6. pension plans;
7. "controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
8. "qualified foreign pension funds," or entities wholly owned by a "qualified foreign pension fund";

FOIA CONFIDENTIAL TREATMENT REQUESTED

9. partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and partners and investors therein);
10. persons that have a functional currency other than the U.S. dollar;
11. persons deemed to sell our common stock under the constructive sale provisions of the Code;
12. persons that hold our common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment;
13. persons that hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation;
14. investors in pass-through entities (or entities that are treated as disregarded entities for U.S. federal income tax purposes); and
15. U.S. expatriates.

This discussion is for general information only and is not tax advice. Accordingly, all prospective non-U.S. holders of our common stock should consult their tax advisors with respect to the U.S. federal, state, local, estate and non-U.S. tax consequences of the purchase, ownership and disposition of our common stock.

Distributions on our common stock

As described in the "Dividend Policy" section above, we do not intend to pay any cash dividends on our common stock to our stockholders stock in the foreseeable future. Distributions, if any, on shares of our common stock generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a tax-free return of the non-U.S. holder's investment, up to such holder's tax basis in the shares of common stock. Any remaining excess will be treated as capital gain, subject to the tax treatment described below in "Gain on sale or other taxable disposition of our shares of common stock." Any such distributions will also be subject to the discussion below under the section titled "Withholding and information reporting requirements—FATCA."

Subject to the discussion in the following two paragraphs in this section, dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate specified by an applicable income tax treaty between the United States and such holder's country of residence.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, are generally exempt from the 30% withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements. However, such U.S. effectively connected income, net of specified deductions and credits, is taxed at the same graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code). Any U.S. effectively connected income received by a non-U.S. holder that is a corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as specified by an applicable income tax treaty between the United States and such holder's country of residence.

A non-U.S. holder of shares of our common stock who claims the benefit of an applicable income tax treaty between the United States and such holder's country of residence generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (or a successor form) to the applicable withholding agent and satisfy applicable certification and other requirements. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty. A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim with the IRS.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Gain on sale, exchange or other taxable disposition of shares of our common stock

Subject to the discussion below under "Withholding and information reporting requirements—FATCA," a non-U.S. holder generally will not be subject to any U.S. federal income tax on any gain realized upon such holder's sale, exchange or other taxable disposition of shares of our common stock unless:

1. the gain is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business and, if an applicable income tax treaty so provides, is attributable to a permanent establishment or a fixed-base maintained by such non-U.S. holder in the United States, in which case the non-U.S. holder generally will be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code) and, if the non-U.S. holder is a foreign corporation, the branch profits tax described above in "Distributions on our common stock" also may apply;

2. the non-U.S. holder is a nonresident alien individual who is present in the United States for a period or periods aggregating 183 days or more in the taxable year of the disposition and certain other conditions are met, in which case the non-U.S. holder will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) on the net gain derived from the disposition, which may be offset by certain U.S. source capital losses of the non-U.S. holder, if any (even though the individual is not considered a resident of the United States), provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses; or

3. we are, or have been, at any time during the five-year period preceding such sale or other taxable disposition (or the non-U.S. holder's holding period, if shorter) a "U.S. real property holding corporation," unless our common stock is regularly traded on an established securities market, within the meaning of the relevant provisions of the Code, and the non-U.S. holder holds no more than 5% of our outstanding common stock, directly or indirectly, actually or constructively, during the shorter of the five-year period ending on the date of the disposition or the period that the non-U.S. holder held our common stock. Generally, a corporation is a "U.S. real property holding corporation" only if the fair market value of its "U.S. real property interests" (as defined in the Code and applicable U.S. Treasury regulations) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we do not believe that we are, or have been, a "U.S. real property holding corporation" for U.S. federal income tax purposes, or that we are likely to become one in the future. No assurance can be provided that our common stock will be regularly traded on an established securities market for purposes of the rules described above.

Backup withholding and information reporting

We must report annually to the IRS and to each non-U.S. holder the gross amount of the distributions on shares of our common stock paid to such holder and the tax withheld, if any, with respect to such distributions. Non-U.S. holders may have to comply with specific certification procedures to establish that the holder is not a United States person (as defined in the Code) in order to avoid backup withholding at the applicable rate with respect to dividends on shares of our common stock. Generally, a non-U.S. holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable IRS Form W-8), or otherwise meets documentary evidence requirements for establishing that it is a non-U.S. holder, or otherwise establishes an exemption. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above in "Distributions on our common stock," generally will be exempt from U.S. backup withholding.

Information reporting and backup withholding will generally apply to the proceeds of a disposition of shares of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or non-U.S., unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment

of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them. Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder's U.S. federal income tax liability, if any, provided that an appropriate claim is filed with the IRS in a timely manner.

Withholding and information reporting requirements—FATCA

The Foreign Account Tax Compliance Act, or FATCA, generally imposes a U.S. federal withholding tax at a rate of 30% on payments of dividends on our common stock paid to a foreign entity unless (i) if the foreign entity is a "foreign financial institution," such foreign entity undertakes certain due diligence, reporting, withholding, and certification obligations, (ii) if the foreign entity is not a "foreign financial institution," such foreign entity identifies certain of its U.S. investors, if any, or (iii) the foreign entity is otherwise exempt under FATCA. Such withholding may also apply to payments of gross proceeds of sales or other dispositions of shares of our common stock, although under proposed U.S. Treasury regulations (the preamble to which specifies that taxpayers, including withholding agents, are generally permitted to rely on them pending finalization), no withholding will apply to payments of gross proceeds. Under certain circumstances, a non-U.S. holder may be eligible for refunds or credits of this withholding tax. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Non-U.S. holders should consult their tax advisors regarding the possible implications of this legislation on their investment in our common stock and the entities through which they hold our shares of common stock, including, without limitation, the process and deadlines for meeting the applicable requirements to prevent the imposition of the 30% withholding tax under FATCA.

FOIA CONFIDENTIAL TREATMENT REQUESTED

UNDERWRITING

We are offering the shares of common stock described in this prospectus through a number of underwriters. J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Cowen and Company, LLC are acting as joint book-running managers of the offering and as representatives of the underwriters. We have entered into an underwriting agreement with the underwriters. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of shares of common stock listed next to its name in the following table:

Name	Number of Shares
J.P. Morgan Securities LLC	
Goldman Sachs & Co. LLC	
Cowen and Company, LLC	
Total	

The underwriters are committed to purchase all the shares of common stock offered by us if they purchase any shares. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated. The offering of the shares by the underwriters is subject to receipt and acceptance, and is also subject to the underwriters' right to reject any order in whole or in part.

The underwriters propose to offer the shares of common stock directly to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of $ per share. After the initial offering of the shares to the public, if all of the shares of common stock are not sold at the initial public offering price, the underwriters may change the offering price and the other selling terms. Sales of any shares made outside of the United States may be made by affiliates of the underwriters.

The underwriters have an option to buy up to additional shares of common stock from us to cover sales of shares by the underwriters which exceed the number of shares specified in the table above. The underwriters have 30 days from the date of this prospectus to exercise this option to purchase additional shares. If any shares are purchased with this option to purchase additional shares, the underwriters will purchase shares in approximately the same proportion as shown in the table above. If any additional shares of common stock are purchased, the underwriters will offer the additional shares on the same terms as those on which the shares are being offered.

The underwriting fee is equal to the public offering price per share of common stock less the amount paid by the underwriters to us per share of common stock. The underwriting fee is $ per share. The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Without option to purchase additional shares exercise	With full option to purchase additional shares exercise
Per Share	$	$
Total	$	$

We estimate that the total expenses of this offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be

FOIA CONFIDENTIAL TREATMENT REQUESTED

approximately $. We have agreed to reimburse the underwriters for expenses relating to the clearance of this offering with the Financial Industry Regulatory Authority, Inc. in an amount up to $.

A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

We have agreed that, subject to certain limited exceptions, we will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the SEC a registration statement under the Securities Act relating to, any shares of our common stock or securities convertible into or exercisable or exchangeable for any shares of our common stock, or publicly disclose the intention to make any offer, sale, pledge, loan, disposition or filing, or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any shares of common stock or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of shares of common stock or such other securities, in cash or otherwise), in each case without the prior written consent of J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC for a period of 180 days after the date of this prospectus, other than the shares of our common stock to be sold in this offering.

Our directors and executive officers, and substantially all of our shareholders (such persons, the “lock-up parties”) have entered into lock-up agreements with the underwriters prior to the commencement of this offering pursuant to which each lock-up party, with limited exceptions, for a period of 180 days after the date of this prospectus (such period, the “restricted period”), may not (and may not cause any of their direct or indirect affiliates to), without the prior written consent of J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock (including, without limitation, common stock or such other securities which may be deemed to be beneficially owned by such lock-up parties in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant (collectively with the common stock, the “lock-up securities”)), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the lock-up securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of lock-up securities, in cash or otherwise, (3) make any demand for, or exercise any right with respect to, the registration of any lock-up securities, or (4) publicly disclose the intention to do any of the foregoing. Such persons or entities have further acknowledged that these undertakings preclude them from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (by any person or entity, whether or not a signatory to such agreement) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any lock-up securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of lock-up securities, in cash or otherwise.

The restrictions described in the immediately preceding paragraph and contained in the lock-up agreements between the underwriters and the lock-up parties do not apply, subject in certain cases to various conditions, to certain transactions, including (a) transfers of lock-up securities: (i) as a bona fide gift or gifts, or for bona fide estate planning purposes, (ii) by will or intestacy, (iii) to any trust for the direct or indirect benefit of the lock-up party or any immediate family member of the lock-up party, or, if the lock-up party is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust, (iv) to a partnership, limited liability

company or other entity of which the lock-up party and its immediate family members are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv), (vi) in the case of a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate of the lock-up party, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the lock-up party or its affiliates or (B) as part of a distribution to members or stockholders of the lock-up party; (vii) by operation of law, (viii) to us from an employee upon death, disability or termination of employment of such employee, (ix) as part of a sale of lock-up securities acquired in open market transactions after the completion of this offering, (x) to us in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase shares of our common stock (including "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments, or (xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction approved by our board of directors and made to all shareholders involving a change in control, provided that if such transaction is not completed, all such lock-up securities would remain subject to the restrictions in the immediately preceding paragraph; (b) exercise of the options, settlement of RSUs or other equity awards, or the exercise of warrants granted pursuant to plans described in this prospectus, provided that any lock-up securities received upon such exercise, vesting or settlement would be subject to restrictions similar to those in the immediately preceding paragraph; (c) the conversion of outstanding preferred stock, warrants to acquire preferred stock, or convertible securities into shares of our common stock or warrants to acquire shares of our common stock, provided that any common stock or warrant received upon such conversion would be subject to restrictions similar to those in the immediately preceding paragraph; and (d) the establishment by lock-up parties of trading plans under Rule 10b5-1 under the Exchange Act, provided that such plan does not provide for the transfer of lock-up securities during the restricted period.

J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC, in their sole discretion, may release the securities subject to any of the lock-up agreements with the underwriters described above, in whole or in part at any time.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act.

We intend to apply to have our common stock approved for listing on the Nasdaq Global Market under the symbol "RLAY."

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves making bids for, purchasing and selling shares of common stock in the open market for the purpose of preventing or retarding a decline in the market price of the common stock while this offering is in progress. These stabilizing transactions may include making short sales of common stock, which involves the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering, and purchasing shares of common stock on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' option to purchase additional shares referred to above, or may be "naked" shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their option to purchase additional shares, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared to the price at which the underwriters may purchase shares through the option to purchase additional shares. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market that could adversely affect investors who purchase in this offering. To the extent that the underwriters create a naked short position, they will purchase shares in the open market to cover the position.

FOIA CONFIDENTIAL TREATMENT REQUESTED

The underwriters have advised us that, pursuant to Regulation M of the Securities Act, they may also engage in other activities that stabilize, maintain or otherwise affect the price of the common stock, including the imposition of penalty bids. This means that if the representatives of the underwriters purchase common stock in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them.

These activities may have the effect of raising or maintaining the market price of the common stock or preventing or retarding a decline in the market price of the common stock, and, as a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on the Nasdaq Global Market, in the over-the-counter market or otherwise.

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In determining the initial public offering price, we and the representatives of the underwriters expect to consider a number of factors including:

the information set forth in this prospectus and otherwise available to the representatives;

our prospects and the history and prospects for the industry in which we compete;

an assessment of our management;

our prospects for future earnings;

the general condition of the securities markets at the time of this offering;

the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and

other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for our common stock, or that the shares will trade in the public market at or above the initial public offering price.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Selling restrictions

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is

FOIA CONFIDENTIAL TREATMENT REQUESTED

required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Notice to Prospective Investors in the European Economic Area and the United Kingdom

In relation to each member state of the European Economic Area and the United Kingdom (each, a "Relevant State"), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation), except that offers of shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(i) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or

(iii) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. References to the Prospectus Regulation includes, in relation to the United Kingdom, the Prospectus Regulation as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018.

Notice to Prospective Investors in the United Kingdom

This document is for distribution only to persons who (i) have professional experience in matters relating to investments and who qualify as investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended the "Financial Promotion Order", (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended, or FSMA) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons") or otherwise in circumstances which have not resulted and will not result in an offer to the public of the shares in the United Kingdom within the meaning of the FSMA.

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Notice to Prospective Investors in Canada

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (SIX), or on any other stock exchange or regulated trading facility in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (CISA). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in the Dubai International Financial Centre

This document relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority (DFSA). This document is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for this document. The securities to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this document you should consult an authorized financial advisor.

In relation to its use in the Dubai International Financial Centre (DIFC), this document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the securities may not be offered or sold directly or indirectly to the public in the DIFC.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Notice to Prospective Investors in the United Arab Emirates

The shares have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

Notice to Prospective Investors in Australia

This prospectus:

- does not constitute a disclosure document or a prospectus under Chapter 6D.2 of the Corporations Act 2001 (Cth) (the Corporations Act);
- has not been, and will not be, lodged with the Australian Securities and Investments Commission (ASIC), as a disclosure document for the purposes of the Corporations Act and does not purport to include the information required of a disclosure document for the purposes of the Corporations Act; and
- may only be provided in Australia to select investors who are able to demonstrate that they fall within one or more of the categories of investors, available under section 708 of the Corporations Act (Exempt Investors).

The shares may not be directly or indirectly offered for subscription or purchased or sold, and no invitations to subscribe for or buy the shares may be issued, and no draft or definitive offering memorandum, advertisement or other offering material relating to any shares may be distributed in Australia, except where disclosure to investors is not required under Chapter 6D of the Corporations Act or is otherwise in compliance with all applicable Australian laws and regulations. By submitting an application for the shares, you represent and warrant to us that you are an Exempt Investor.

As any offer of shares under this document will be made without disclosure in Australia under Chapter 6D.2 of the Corporations Act, the offer of those securities for resale in Australia within 12 months may, under section 707 of the Corporations Act, require disclosure to investors under Chapter 6D.2 if none of the exemptions in section 708 applies to that resale. By applying for the shares you undertake to us that you will not, for a period of 12 months from the date of issue of the shares, offer, transfer, assign or otherwise alienate those shares to investors in Australia except in circumstances where disclosure to investors is not required under Chapter 6D.2 of the Corporations Act or where a compliant disclosure document is prepared and lodged with ASIC.

Notice to prospective investors in Japan

The shares have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the shares nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any “resident” of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

Notice to prospective investors in Hong Kong

The shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (1) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571

of the Laws of Hong Kong) (the SFO), of Hong Kong and any rules made thereunder; or (2) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the CO), or which do not constitute an offer to the public within the meaning of the CO. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made thereunder.

Notice to prospective investors in Singapore

Each representative has acknowledged that this prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each representative has represented and agreed that it has not offered or sold any shares or caused the shares to be made the subject of an invitation for subscription or purchase and will not offer or sell any shares or cause the shares to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares, whether directly or indirectly, to any person in Singapore other than:

(1) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the SFA)) pursuant to Section 274 of the SFA;

(2) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or

(3) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(1) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(2) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law;

(d) as specified in Section 276(7) of the SFA; or

(e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification—In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of the shares, we have determined, and hereby

notify all relevant persons (as defined in Section 309A(1) of the SFA), that the shares are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to prospective investors in Bermuda

Shares may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 of Bermuda which regulates the sale of securities in Bermuda. Additionally, non-Bermudian persons (including companies) may not carry on or engage in any trade or business in Bermuda unless such persons are permitted to do so under applicable Bermuda legislation.

Notice to prospective investors in Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations as issued by the board of the Saudi Arabian Capital Market Authority (CMA) pursuant to resolution number 2-11-2004 dated 4 October 2004 as amended by resolution number 1-28-2008, as amended. The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

Notice to prospective investors in the British Virgin Islands

The shares are not being, and may not be offered to the public or to any person in the British Virgin Islands for purchase or subscription by or on behalf of us. The shares may be offered to companies incorporated under the BVI Business Companies Act, 2004 (British Virgin Islands) (BVI Companies), but only where the offer will be made to, and received by, the relevant BVI Company entirely outside of the British Virgin Islands.

Notice to prospective investors in China

This prospectus will not be circulated or distributed in the PRC and the shares will not be offered or sold, and will not be offered or sold to any person for re-offering or resale directly or indirectly to any residents of the PRC except pursuant to any applicable laws and regulations of the PRC. Neither this prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with applicable laws and regulations.

Notice to prospective investors in Korea

The shares have not been and will not be registered under the Financial Investments Services and Capital Markets Act of Korea and the decrees and regulations thereunder (the FSCMA), and the shares have been and will be offered in Korea as a private placement under the FSCMA. None of the shares may be offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the FETL). The shares have not been listed on any of the securities exchanges in the world including, without limitation, the Korea Exchange in Korea. Furthermore, the purchaser of the shares shall comply with all applicable regulatory requirements (including but not limited to requirements under the FETL) in connection with the purchase of the shares. By the purchase of the shares, the relevant holder thereof will be deemed to represent and warrant that if it is in Korea or is a resident of Korea, it purchased the shares pursuant to the applicable laws and regulations of Korea.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Notice to prospective investors in Malaysia

No prospectus or other offering material or document in connection with the offer and sale of the shares has been or will be registered with the Securities Commission of Malaysia (or Commission), for the Commission's approval pursuant to the Capital Markets and Services Act 2007. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Malaysia other than (1) a closed end fund approved by the Commission; (2) a holder of a Capital Markets Services License; (3) a person who acquires the shares, as principal, if the offer is on terms that the shares may only be acquired at a consideration of not less than RM250,000 (or its equivalent in foreign currencies) for each transaction; (4) an individual whose total net personal assets or total net joint assets with his or her spouse exceeds RM3 million (or its equivalent in foreign currencies), excluding the value of the primary residence of the individual; (5) an individual who has a gross annual income exceeding RM300,000 (or its equivalent in foreign currencies) per annum in the preceding twelve months; (6) an individual who, jointly with his or her spouse, has a gross annual income of RM400,000 (or its equivalent in foreign currencies), per annum in the preceding twelve months; (7) a corporation with total net assets exceeding RM10 million (or its equivalent in a foreign currencies) based on the last audited accounts; (8) a partnership with total net assets exceeding RM10 million (or its equivalent in foreign currencies); (9) a bank licensee or insurance licensee as defined in the Labuan Financial Services and Securities Act 2010; (10) an Islamic bank licensee or takaful licensee as defined in the Labuan Financial Services and Securities Act 2010; and (11) any other person as may be specified by the Commission; provided that, in the each of the preceding categories (1) to (11), the distribution of the shares is made by a holder of a Capital Markets Services License who carries on the business of dealing in securities. The distribution in Malaysia of this prospectus is subject to Malaysian laws. This prospectus does not constitute and may not be used for the purpose of public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Commission under the Capital Markets and Services Act 2007.

Notice to prospective investors in Taiwan

The shares have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the shares in Taiwan.

Notice to prospective investors in South Africa

Due to restrictions under the securities laws of South Africa, no "*offer to the public*" (as such term is defined in the South African Companies Act, No. 71 of 2008 (as amended or re-enacted) (the South African Companies Act)) is being made in connection with the issue of the shares in South Africa. Accordingly, this document does not, nor is it intended to, constitute a "*registered prospectus*" (as that term is defined in the South African Companies Act) prepared and registered under the South African Companies Act and has not been approved by, and/or filed with, the South African Companies and Intellectual Property Commission or any other regulatory authority in South Africa. The shares are not offered, and the offer shall not be transferred, sold, renounced or delivered, in South Africa or to a person with an address in South Africa, unless one or other of the following exemptions stipulated in Section 96(1) applies:

Section the offer, transfer, sale, renunciation or delivery is to:
96(1)(a)

(1) persons whose ordinary business, or part of whose ordinary business, is to deal in securities, as principal or agent;

FOIA CONFIDENTIAL TREATMENT REQUESTED

(2) the South African Public Investment Corporation;

(3) persons or entities regulated by the Reserve Bank of South Africa;

(4) authorised financial service providers under South African law;

(5) financial institutions recognised as such under South African law;

(6) a wholly-owned subsidiary of any person or entity contemplated in (3), (4) or (5), acting as agent in the capacity of an authorized portfolio manager for a pension fund, or as manager for a collective investment scheme (in each case duly registered as such under South African law); or

(7) any combination of the persons in (1) to (6); or

Section 96(1)(b)	the total contemplated acquisition cost of the securities, for a single addressee acting as principal is equal to or greater than ZAR1,000,000 or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

Information made available in this prospectus should not be considered as "advice" as defined in the South African Financial Advisory and Intermediary Services Act, 2002.

Notice to prospective investors in Israel

This document does not constitute a prospectus under the Israeli Securities Law, 5728-1968, and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, qualified investors listed in the first addendum, or the Addendum, to the Israeli Securities Law. Qualified investors may be required to submit written confirmation that they fall within the scope of the Addendum. In addition, we may distribute and direct this document in Israel, at our sole discretion, to investors who are not considered qualified investors, provided that the number of such investors in Israel shall be no greater than 35 in any 12-month period.

FOIA CONFIDENTIAL TREATMENT REQUESTED

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Goodwin Procter LLP, Boston, Massachusetts. Certain legal matters related to this offering will be passed upon for the underwriters by Ropes & Gray LLP, Boston, Massachusetts.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements at December 31, 2018 and December 31, 2019, and for each of the two years in the period ended December 31, 2019, as set forth in their report. We've included our financial statements in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 (File Number 333-) under the Securities Act with respect to the common stock we are offering by this prospectus. This prospectus does not contain all of the information included in the registration statement. For further information pertaining to us and our common stock, you should refer to the registration statement and to its exhibits. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract, agreement or other document.

Upon the completion of the offering, we will be subject to the informational requirements of the Exchange Act and will file annual, quarterly and current reports, proxy statements and other information with the SEC. You can read our SEC filings, including the registration statement, at the SEC's website at www.sec.gov. We also maintain a website at www.relaytx.com. Upon completion of the offering, you may access, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendment to those reported filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Index to Consolidated Financial Statements

FOIA CONFIDENTIAL TREATMENT REQUESTED

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Relay Therapeutics, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Relay Therapeutics, Inc. (the Company) as of December 31, 2018 and 2019, the related consolidated statements of operations and comprehensive loss, convertible preferred stock and stockholders' equity (deficit), and cash flows for each of the two years in the period ended December 31, 2019, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2019, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2019 in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2017.

Boston, Massachusetts
May 22, 2020

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.
Consolidated Balance Sheets
(In thousands, except share and per share amounts)

	December 31, 2018	December 31, 2019	March 31, 2020	Pro forma March 31, 2020
			(unaudited)	
Assets				
Current assets:				
Cash and cash equivalents	$ 421,505	$ 41,954	$ 70,342	$ 70,342
Investments	—	313,862	263,861	263,861
Prepaid expenses and other current assets	2,597	4,720	4,459	4,459
Total current assets	424,102	360,536	338,662	338,662
Property and equipment, net	3,492	8,094	7,561	7,561
Operating lease assets	139	23,560	23,173	23,173
Restricted cash	878	878	878	878
Total assets	$ 428,611	$ 393,068	$ 370,274	$ 370,274
Liabilities, Convertible Preferred Stock, and Stockholders' Equity (Deficit)				
Current liabilities:				
Accounts payable	$ 4,705	$ 6,991	$ 3,958	$ 3,958
Accrued expenses and other current liabilities	1,982	3,746	6,278	6,278
Operating lease liability	178	1,249	1,308	1,308
Total current liabilities	6,865	11,986	11,544	11,544
Operating lease liability, net of current portion	—	23,583	23,242	23,242
Restricted stock liability	553	156	58	58
Total liabilities	7,418	35,725	34,844	34,844
Commitments and contingencies (Note 13)				
Convertible preferred stock (Series A, B and C), $0.001 par value; 337,272,859 shares authorized at December 31, 2018 and 2019 and March 31, 2020 (unaudited); 210,863,764, 212,642,857, 212,642,857 and no shares issued and outstanding at December 31, 2018, December 31, 2019, March 31, 2020 actual and pro forma (unaudited), respectively (aggregate liquidation preference of $519,825 at December 31, 2019 and March 31, 2020 (unaudited))	532,120	537,781	537,781	—
Stockholders' equity (deficit):				
Preferred stock, $0.001 par value, no shares authorized, issued and outstanding at December 31, 2018, 2019 and March 31, 2020 actual and pro forma (unaudited)	—	—	—	—
Common stock, $0.001 par value; 260,000,000 shares authorized at December 31, 2018 and 2019 and March 31, 2020 (unaudited); 16,135,520, 16,748,493, 17,000,610 and 229,643,467 shares issued at December 31, 2018, 2019 and March 31, 2020 actual and pro forma (unaudited), respectively; 10,645,402, 14,336,441, 15,388,800 and 228,031,657 shares outstanding at December 31, 2018 and 2019 and March 31, 2020 actual and pro forma (unaudited), respectively	11	14	15	228
Additional paid-in capital	3,239	8,705	10,608	548,176
Accumulated other comprehensive income	—	325	1,394	1,394
Accumulated deficit	(114,177)	(189,482)	(214,368)	(214,368)
Total stockholders' equity (deficit)	(110,927)	(180,438)	(202,351)	335,430
Total liabilities, convertible preferred stock, and stockholders' equity (deficit)	$ 428,611	$ 393,068	$ 370,274	$ 370,274

See accompanying notes.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.
Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share data)

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(unaudited)	
Operating expenses:				
Research and development expenses	$ 41,034	$ 70,306	$ 13,335	$ 21,700
General and administrative expenses	8,855	13,742	3,067	4,758
Total operating expenses	49,889	84,048	16,402	26,458
Loss from operations	(49,889)	(84,048)	(16,402)	(26,458)
Other income (expense):				
Interest income	1,113	8,801	2,277	1,572
Other expense	(9)	(58)	(57)	—
Total other income (expense), net	1,104	8,743	2,220	1,572
Net loss	$ (48,785)	$ (75,305)	$ (14,182)	$ (24,886)
Net loss per share, basic and diluted	$ (5.53)	$ (6.15)	$ (1.29)	$ (1.69)
Weighted average shares of common stock, basic and diluted	8,824,617	12,252,452	10,964,458	14,749,780
Pro forma net loss per share, basic and diluted (unaudited)		$ (0.33)		$ (0.11)
Pro forma weighted average shares of common stock, basic and diluted (unaudited)		224,827,070		227,392,637
Other comprehensive income:				
Unrealized holding gain	—	325	—	1,069
Total other comprehensive income	—	325	—	1,069
Total comprehensive loss	$ (48,785)	$ (74,980)	$ (14,182)	$ (23,817)

See accompanying notes.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.
Consolidated Statements of Convertible Preferred Stock and Stockholders' Equity (Deficit)
(In thousands, except share and per share data)

	Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Par value				
Balances at December 31, 2017	88,012,855	$ 138,533	6,713,632	$ 7	$ —	$ —	$ (65,392)	$ (65,385)
Issuance of Series C convertible preferred stock, net of issuance costs of $764	122,850,909	393,587	—	—	—	—	—	—
Vesting of restricted common stock	—	—	3,931,770	4	352	—	—	356
Stock-based compensation expense	—	—	—	—	2,887	—	—	2,887
Net loss	—	—	—	—	—	—	(48,785)	(48,785)
Balances at December 31, 2018	210,863,764	532,120	10,645,402	11	3,239	—	(114,177)	(110,927)
Issuance of Series C convertible preferred stock, net of issuance costs of $50	1,779,093	5,661	—	—	—	—	—	—
Issuance of common stock upon exercise of stock options	—	—	635,505	—	613	—	—	613
Vesting of restricted common stock	—	—	3,055,534	3	397	—	—	400
Stock-based compensation expense	—	—	—	—	4,456	—	—	4,456
Unrealized gain on investments	—	—	—	—	—	325	—	325
Net loss	—	—	—	—	—	—	(75,305)	(75,305)
Balances at December 31, 2019	212,642,857	537,781	14,336,441	14	8,705	325	(189,482)	(180,438)
Issuance of common stock upon exercise of stock options	—	—	304,830	—	351	—	—	351
Vesting of restricted common stock	—	—	747,529	1	97	—	—	98
Stock-based compensation expense	—	—	—	—	1,455	—	—	1,455
Unrealized gain on investments	—	—	—	—	—	1,069	—	1,069
Net loss	—	—	—	—	—	—	(24,886)	(24,886)
Balances at March 31, 2020 (unaudited)	212,642,857	537,781	15,388,800	15	10,608	1,394	(214,368)	(202,351)
Conversion of Series A-C convertible preferred stock upon completion of initial public offering	(212,642,857)	(537,781)	212,642,857	213	537,568	—	—	537,781
Pro forma balances at March 31, 2020 (unaudited)	—	$ —	228,031,657	$ 228	$ 548,176	$ 1,394	$ (214,368)	$ 335,430

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(unaudited)	
Cash flows from operating activities:				
Net loss	$ (48,785)	$ (75,305)	$ (14,182)	$ (24,886)
Adjustments to reconcile net loss to net cash used in operating activities:				
Stock-based compensation expense	2,887	4,456	820	1,455
Depreciation expense	2,154	2,845	667	859
Net amortization of premiums and discounts on investments	—	(2,495)	—	(321)
Loss on sale of equipment	9	56	56	—
Changes in assets and liabilities:				
Prepaid expenses and other current assets	(1,280)	(2,123)	(208)	261
Lease assets and liabilities, net	(466)	1,233	622	105
Accounts payable	1,232	3,000	(16)	(2,338)
Accrued expenses and other liabilities	114	2,200	1,425	2,531
Net cash used in operating activities	(44,135)	(66,133)	(10,816)	(22,334)
Cash flows from investing activities:				
Purchases of property and equipment	(1,687)	(8,002)	(3,144)	(1,020)
Proceeds from sale of equipment	7	20	—	—
Purchases of investments	—	(553,517)	—	(55,609)
Proceeds from maturities of investments	—	242,475	—	107,000
Net cash provided by (used in) investing activities	(1,680)	(319,024)	(3,144)	50,371
Cash flows from financing activities:				
Proceeds from issuance of convertible preferred stock, net of issuance costs	394,255	4,993	5,018	—
Proceeds from issuance of common stock upon exercise of stock options	—	613	29	351
Issuance of restricted common stock	799	—	—	—
Repurchase of restricted common stock	(82)	—	—	—
Net cash provided by financing activities	394,972	5,606	5,047	351
Net increase (decrease) in cash, cash equivalents and restricted cash	349,157	(379,551)	(8,913)	28,388
Cash, cash equivalents and restricted cash at beginning of period	73,226	422,383	422,383	42,832
Cash, cash equivalents and restricted cash at end of period	$422,383	$ 42,832	$413,470	$ 71,220
Supplemental disclosure of non-cash investing and financing activities:				
Property and equipment additions included in accounts payable and accrued expenses	$ 1,224	$ 745	$ 697	$ 51
Reclassification of restricted stock liability to additional paid in capital	$ 356	$ 400	$ 101	$ 98
Issuance costs for convertible preferred included in accounts payable and accrued expenses	$ 668	$ —	$ —	$ —
Recognition of right of use asset upon adoption of ASU 2018-11	$ 1,400	—	$ —	$ —
Right of use asset obtained in exchange for lease obligation	$ —	24,936	$ 24,936	$ —

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

1. Nature of Business and Basis of Presentation

Relay Therapeutics, Inc. (the Company) was incorporated in Delaware on May 4, 2015. The Company is a clinical-stage precision medicines company transforming the drug discovery process with an initial focus on enhancing small molecule therapeutic discovery in targeted oncology. The Company is built upon unparalleled insights into protein motion and how this dynamic behavior relates to protein function. The Company's Dynamo platform integrates an array of leading edge experimental and computational approaches, which allows the Company to apply the understanding of protein structure and motion to drug discovery. The Company is advancing its lead product candidates, RLY-4008 and RLY-1971, and a development candidate selection for a PI3Kα selective mutant program (RLY-PI3K1047 program) for the treatment of patients with advanced solid tumors. The Company initiated a Phase 1 clinical trial for RLY-1971 in patients with advanced solid tumors in the first quarter of 2020.

The Company is subject to risks common to companies in the biotechnology industry including, but not limited to, new technological innovations, protection of proprietary technology, dependence on key personnel, compliance with government regulations and the need to obtain additional financing. Product candidates currently under development will require significant additional research and development efforts, including extensive pre-clinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel infrastructure and extensive compliance-reporting capabilities.

The Company's product candidates are in development. There can be no assurance that the Company's research and development will be successfully completed, that adequate protection for the Company's intellectual property will be obtained, that any products developed will obtain necessary government regulatory approval or that any approved products will be commercially viable. Even if the Company's product development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from product sales. The Company operates in an environment of rapid change in technology and substantial competition from pharmaceutical and biotechnology companies. In addition, the Company is dependent upon the services of its employees and consultants.

The Company has devoted substantially all of its resources to developing our product candidates, including RLY-1971 and RLY-4008, and a RLY-PI3K1047 program developing our innovative experimental and computational approaches on protein motion platform, building our intellectual property portfolio, business planning, raising capital and providing general and administrative support for these operations. Through December 31, 2019 and March 31, 2020 (unaudited), the Company had received gross proceeds of $519,825 from sales of its preferred stock and the issuance of convertible debt.

The Company has experienced negative operating cash flows and had an accumulated deficit of $189,482 and $214,368 as of December 31, 2019 and March 31, 2020 (unaudited), respectively.

The Company expects that its cash, cash equivalents and investments at March 31, 2020 (unaudited) of $334,203 will enable it to fund its operating expenses and capital expenditure requirements for at least one year from the date of the issuance of these consolidated financial statements, May 22, 2020.

The future viability of the Company is dependent on its ability to generate cash from operating activities or to raise additional capital to finance its operations. The Company's failure to raise capital as and when needed could have a negative impact on its financial condition and ability to pursue its business strategies.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

1. Nature of Business and Basis of Presentation (continued)

The Company is seeking to complete an initial public offering of its common stock. Upon the closing of a qualified public offering, the Company's outstanding convertible preferred stock will automatically convert into shares of common stock (see Note 7).

The Company expects to seek funding from the proposed initial public offering of its common stock and follow-on public equity financings or in the event the initial public offering is not competed, through private equity financings. The Company may also seek funding through debt financing, collaboration agreements or government grants until it can generate sufficient operating cash flows from its operations. The Company may not be able to obtain financing on acceptable terms, or at all, and the Company may not be able to enter into collaboration arrangements or obtain government grants. The terms of any financing may adversely affect the holdings or the rights of the Company's stockholders. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate its research and development programs, product portfolio expansion or commercialization efforts, which could adversely affect its business prospects. Although management continues to pursue these plans, there is no assurance that the Company will be successful in obtaining sufficient funding on terms acceptable to the Company to fund continuing operations, if at all.

2. Significant Accounting Policies

Basis of presentation

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The Company's consolidated financial statements include the accounts of Relay Therapeutics, Inc. and its wholly-owned subsidiary, Relay Therapeutics Securities Corporation. All intercompany balances and transactions have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Significant estimates and assumptions reflected in these consolidated financial statements include, but are not limited to, the accrual of research and development and manufacturing expenses, the valuation of equity instruments, the probability of achieving milestones for performance-based vesting of equity awards, and the incremental borrowing rate for determining the operating lease asset and liability. Estimates are periodically reviewed in light of changes in circumstances, facts and experience.

The full extent to which the COVID-19 pandemic will directly or indirectly impact the Company's business, results of operations and financial condition, including expenses, clinical trials and research and development costs, will depend on future developments that are highly uncertain, including as a result of new information that may emerge concerning COVID-19 and the actions taken to contain or treat COVID-19, as well as the economic impact on local, regional, national and international markets. The Company has made estimates of the impact of COVID-19 within its financial statements and there may be changes to those estimates in future periods. Actual results could differ from the Company's estimates.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

Unaudited Interim Financial Information

The accompanying condensed consolidated balance sheet as of March 31, 2020, the condensed consolidated statements of operations and comprehensive loss and of cash flows for the three months ended March 31, 2019 and 2020, and the condensed consolidated statements of convertible preferred stock and stockholders' equity (deficit) for the three months ended March 31, 2020 are unaudited. The unaudited condensed consolidated interim financial statements have been prepared on the same basis as the audited annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's consolidated financial position as of March 31, 2020 and the consolidated results of its operations and cash flows for the three months ended March 31, 2019 and 2020. The consolidated financial data and other information disclosed in these notes related to the three months ended March 31, 2019 and 2020 are unaudited. The consolidated results for the three months ended March 31, 2020 are not necessarily indicative of results to be expected for the year ending December 31, 2020, any other interim periods, or any future year or period.

Unaudited Pro Forma Information

The accompanying unaudited pro forma condensed consolidated balance sheet and statement of convertible preferred stock and stockholders' equity (deficit) as of March 31, 2020 has been prepared to give effect to the automatic conversion of all outstanding shares of convertible preferred stock into 212,642,857 shares of common stock as if the Company's proposed initial public offering had occurred on March 31, 2020.

In the accompanying consolidated statements of operations and comprehensive loss, unaudited pro forma basic and diluted net loss per share for the year ended December 31, 2019 and the three months ended March 31, 2020 have been prepared to give effect to the conversion of all outstanding shares of convertible preferred stock into shares of common stock as if the proposed initial public offering had occurred on the later of the first day of the period presented or the issuance date of the convertible preferred stock.

Segment Information

The Company manages its operations as a single segment for the purposes of assessing performance and making operating decisions. The Company's singular focus is on using innovative experimental and computational approaches on protein motion for making medicines against intractable precision medicine targets. No significant revenue has been generated since inception, and all tangible assets are held in the United States.

Cash Equivalents

The Company considers all short-term, highly liquid investments with original maturities of 90 days or less at acquisition date to be cash equivalents. Cash equivalents, which consist of money market funds, are stated at fair value.

Restricted Cash

The Company deposited cash of $878 as of December 31, 2018 and 2019 and March 31, 2020 (unaudited) to secure a letter of credit in connection with the lease of the Company's facilities (see Note 14). The Company has classified the restricted cash as a noncurrent asset on its consolidated balance sheets.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

Investments

Investments in marketable debt securities are classified as available-for-sale. Available-for-sale debt securities are measured and reported at fair value using quoted prices in active markets for similar securities. Unrealized gains and losses on available-for-sale debt securities are reported as a separate component of stockholders' equity (deficit). Premiums or discounts from par value are amortized to investment income over the life of the underlying investment.

The cost of securities sold is determined on a specific identification basis, and realized gains and losses are included in other income (expense) within the consolidated statement of operations and comprehensive loss. If any adjustment is required to reflect a decline in the value of the investment that the Company considers to be "other than temporary', the Company recognizes a charge to the consolidated statement of operations and comprehensive loss. No such adjustments were necessary during the periods presented.

Concentration of Credit Risk and Significant Suppliers

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash, cash equivalents and investments. From time to time, the Company has maintained all of its cash, cash equivalents and investments at certain accredited financial institutions in amounts that exceed federally insured limits. The Company generally invests its excess capital in money market funds, U.S. treasury bonds, U.S. treasury bills, and agency bonds that are subject to minimal credit and market risk. Management has established guidelines relative to credit ratings and maturities intended to safeguard principal balances and maintain liquidity. The investment portfolio is maintained in accordance with the Company's investment policy, which defines allowable investments, specifies credit quality standards and limits the credit exposure of any single issuer.

The Company is dependent on third-party suppliers for research and development activities of its programs, including preclinical and clinical testing. In particular, the Company relies and expects to continue to rely on a small number of these suppliers, including D. E. Shaw Research, LLC as discussed in Note 13, to meet its requirements for its programs. These programs could be adversely affected by a significant interruption in pre-clinical and clinical testing and a supply of active pharmaceutical ingredients and formulated drugs.

Deferred Offering Costs

The Company capitalizes certain legal, professional accounting and other third-party fees that are directly associated with in-process financings as deferred offering costs until such financings are consummated. After consummation of the financing, these costs are recorded as a reduction of the proceeds received from the financing. If a planned financing is abandoned, the deferred offering costs are expensed immediately as a charge to operating expenses in the consolidated statement of operations and comprehensive loss.

There were no deferred offering costs on the Company's consolidated balance sheets at December 31, 2018 and 2019 and March 31, 2020 (unaudited).

Fair Value Measurements

Certain assets and liabilities are carried at fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs.

Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs (other than Level 1 quoted prices), such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

Lease Agreements

Under ASC 842 *Leases*, which was adopted January 1, 2018, the Company determines if an arrangement is or contains a lease at inception. For leases with a term of 12 months or less, the Company does not recognize a right-of-use asset or lease liability. The Company's operating leases are recognized on its consolidated balance sheets as other noncurrent assets, other current liabilities, and other noncurrent liabilities. The Company does not have any finance leases.

Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. As the Company's leases typically do not provide an implicit rate, the Company uses an estimate of its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. Operating lease right-of-use assets also include the effect of any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense is recognized on a straight-line basis over the lease term.

The Company has lease agreements with lease and non-lease components, which are accounted for as a combined element.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation expense is recognized using the straight-line method over the useful life of the asset. Laboratory and computer equipment are depreciated over three years. Furniture and fixtures are depreciated over five years. Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the related asset. Expenditures for repairs and maintenance of assets are charged to expense as incurred. Upon retirement or sale, the cost and related accumulated depreciation of assets disposed of are removed from the accounts and any resulting gain or loss is included in loss from operations.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

Impairment of Long-Lived Assets

The Company continually evaluates long-lived assets for potential impairment when events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Recoverability is measured by comparing the book values of the assets to the expected future net undiscounted cash flows that the assets are expected to generate. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the book values of the assets exceed their fair value. The Company did not recognize any impairment losses for the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited).

Classification and Accretion of Convertible Preferred Stock

The Company's convertible preferred stock is classified outside of stockholders' equity (deficit) on the consolidated balance sheet because the holders of such shares have liquidation rights in the event of a deemed liquidation that, in certain situations, are not solely within the control of the Company and would require the redemption of the then-outstanding convertible preferred stock. The convertible preferred stock is not redeemable, except in the event of a deemed liquidation (see Note 7). Because the occurrence of a deemed liquidation event is not currently probable, the carrying values of the convertible preferred stock are not being accreted to their redemption values. Subsequent adjustments to the carrying values of the convertible preferred stock would be made only when a deemed liquidation event becomes probable.

Stock-Based Compensation

The Company measures all stock options and other stock-based awards granted to employees and non-employees based on the fair value on the date of the grant and recognizes compensation expense of those awards over the requisite service period, which is generally the vesting period of the respective award. The Company records expense for awards with service-based vesting using the straight-line method and awards with performance conditions utilizing an accelerated attribution method. The Company recognizes the impact of forfeiture of awards as the forfeitures occur.

The Company classifies stock-based compensation expense in its consolidated statement of operations and comprehensive loss in the same manner in which the award recipient's payroll costs are classified or in which the award recipient's service payments are classified.

The fair value of each stock option grant is estimated on the date of grant using the Black-Scholes option-pricing model. As there is no active market for the Company's common stock, the Company estimates the fair value of common stock on the date of grant based on the then current facts and circumstances. The Company historically has been a private company and lacks company-specific historical and implied volatility information. Therefore, it estimates its expected stock volatility based on the historical volatility of a publicly traded set of guideline companies and expects to continue to do so until such time as it has adequate historical data regarding the volatility of its own traded stock price. The expected term of the Company's stock options has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options. The expected term of stock options granted to non-employees is equal to the contractual term of the option award. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods approximately equal to the expected term of the award. Expected dividend yield is based on the fact that

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

the Company has never paid cash dividends and does not expect to pay any cash dividends in the foreseeable future.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development expenses include salaries, stock-based compensation and benefits of employees, third-party license fees and other operational costs related to the Company's research and development activities, including allocated facility-related expenses and external costs of outside vendors engaged to conduct both pre-clinical studies and clinical trials. Nonrefundable advance payments for goods and services that will be used in future research and development activities are expensed when the activity has been performed or when the goods have been received rather than when the payment is made.

Research and Manufacturing Contracts

The Company has entered into various research and development contracts with research institutions and other companies, whose costs are included in research and development expense in the accompanying consolidated statements of operations and comprehensive loss. These agreements are generally cancelable, and related payments are recorded as research and development expenses as the underlying services are performed. When evaluating the adequacy of the expense recognized, the Company analyzes progress of the services, including the phase or completion of events, invoices received and contracted costs. Significant judgments and estimates are made in determining the expense recognized, and the related prepaid or accrued balances at the end of any reporting period. Actual results could differ from the Company's estimates. The Company's historical estimates have not been materially different from the actual costs.

Patent Costs

All patent-related costs incurred in connection with filing and prosecuting patent applications are expensed as incurred due to the uncertainty about the recovery of the expenditure. Amounts incurred are classified as general and administrative expenses.

Income Taxes

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax bases of the assets and liabilities using the enacted tax rates in effect in the years in which the differences are expected to reverse. A valuation allowance against deferred tax assets is recorded if, based on the weight of the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company accounts for uncertainty in income taxes recognized in the financial statements by applying a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained, the tax position is then assessed to

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

determine the amount of benefit to recognize in the financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. The provision for income taxes includes the effects of any resulting tax reserves, or unrecognized tax benefits, that are considered appropriate as well as the related net interest and penalties.

Comprehensive Loss

Comprehensive loss includes net loss as well as other changes in stockholders' equity (deficit) that result from transactions and economic events other than those with stockholders. For the year ended December 31, 2019 and the three months ended March 31, 2020 (unaudited), other comprehensive income consisted of changes in unrealized gains from available-for-sale debt investments. There was no difference between net loss and comprehensive loss for the year ended December 31, 2018 and the three months ended March 31, 2019 (unaudited).

Net Loss Per Common Share

The Company's net loss is equivalent to net loss attributable to common stockholders for all periods presented. Basic net loss per share is computed using the weighted average number of common shares outstanding during the period. Diluted net loss per share is computed using the sum of the weighted average number of common shares outstanding during the period and the effect of dilutive securities.

The Company applies the two-class method to calculate its basic and diluted net loss per share as the Company has issued shares that meet the definition of participating securities. The two-class method is an earnings allocation formula that treats a participating security as having rights to earnings that otherwise would have been available to common stockholders. The Company's participating securities contractually entitle the holders of such shares to participate in dividends; but do not contractually require the holders of such shares to participate in losses of the Company. Accordingly, in periods in which the Company reports a net loss, such losses are not allocated to such participating securities.

Accordingly, in periods in which the Company reports a net loss, diluted net loss per share is the same as basic net loss per share, since dilutive common shares are not assumed to have been issued if their effect is anti-dilutive.

Subsequent Events

The Company performs an evaluation of all subsequent events after the balance sheet date through the date of issuance of the consolidated financial statements to ensure appropriate disclosure of events both recognized in the consolidated financial statements and events which occurred subsequently but were not recognized in the consolidated financial statements.

Recently Adopted Accounting Pronouncements

The Company adopted Accounting Standards Update ("ASU") No. 2016-18, *Statement of Cash Flows, Restricted Cash* ("ASU 2016-18"), as of January 1, 2019 to retrospectively include restricted cash and restricted cash

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

2. Significant Accounting Policies (continued)

equivalents with cash and cash equivalents when reconciling the beginning of period and end of period total amounts on the statement of cash flows. A reconciliation of the cash, cash equivalents, and restricted cash reported within the balance sheet that sum to the total of the same amounts shown in the statement of cash flows is as follows:

	December 31, 2018	December 31, 2019	March 31, 2019	March 31, 2020
			(unaudited)	
Cash and cash equivalents	$ 421,505	$ 41,954	$ 412,592	$ 70,342
Restricted cash	878	878	878	878
Total cash, cash equivalents and restricted cash as shown on the consolidated statements of cash flows	$ 422,383	$ 42,832	$ 413,470	$ 71,220

In addition, the Company adopted ASU No 2016-15, *Statement of Cash Flow* ("ASU 2016-15") in 2019. The guidance reduces diversity in how certain cash receipts and cash payments are presented and classified in the consolidated statements of cash flows. The adoption of ASU 2016-15 did not have a material effect on the Company's consolidated financial statements.

The Company adopted ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement* on January 1, 2020. This standard modifies certain disclosure requirements on fair value measurements. The adoption of this standard did not have a material impact on the Company's disclosures.

Recently Issued Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. This standard requires that credit losses be reported using an expected losses model rather than the incurred losses model that is currently used, and it establishes additional disclosure requirements related to credit risks. For available-for-sale debt securities with expected credit losses, this standard now requires allowances to be recorded instead of reducing the amortized cost of the investment. This guidance was originally effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, and early adoption was permitted. In November 2019, the FASB subsequently issued ASU 2019-10, *Financial Instruments—Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates*, whereby the effective date of this standard for smaller reporting companies was deferred to fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, and early adoption is still permitted.

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies that the Company adopts as of the specified effective date. The Company qualifies as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 and has elected not to "opt out" of the extended transition related to complying with new or revised accounting standards, which means that when a standard is issued or revised and it has different application dates for public and nonpublic companies, the Company can adopt the new or revised standard at the time nonpublic companies adopt the new or revised standard and can do so until such time that the Company either (i) irrevocably elects to "opt out" of such extended transition period or (ii) no longer qualifies as an emerging growth company.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

3. Fair Value of Financial Assets

The following tables present information about the Company's financial assets measured at fair value on a recurring basis and indicate the level of the fair value hierarchy utilized to determine such fair values:

	Fair Value Measurements as of December 31, 2018 using:			
	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents:				
Money market funds	$421,017	$ —	$ —	$421,017
Total	$421,017	$ —	$ —	$421,017

	Fair Value Measurements as of December 31, 2019 using:			
	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents:				
Money market funds	$41,658	$ —	$ —	$ 41,658
Investments:				
US treasury bills	—	232,604	—	232,604
US agency securities	—	81,258	—	81,258
Total investments	—	313,862	—	313,862
Total	$41,658	$313,862	$ —	$355,520

	Fair Value Measurements as of March 31, 2020 using:			
	Level 1	Level 2	Level 3	Total
		(unaudited)		
Assets				
Cash equivalents:				
Money market funds	$69,844	$ —	$ —	$ 69,844
Investments:				
US treasury bills	—	186,856	—	186,856
US agency securities	—	77,005	—	77,005
Total investments	—	263,861	—	263,861
Total	$69,844	$263,861	$ —	$333,705

As of December 31, 2018 and 2019 and March 31, 2020 (unaudited), the Company's cash equivalents were invested in money market funds and were valued based on Level 1 inputs. As of December 31, 2019 and March 31, 2020 (unaudited), the Company's investments were made in U.S Treasury and agency securities and were valued based on Level 2 inputs. In determining the fair value of its investments at each date presented above, the Company relied on quoted prices for similar securities in active markets or using other inputs that are observable or can be corroborated by observable market data. All available-for-sale securities have contractual

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

3. Fair Value of Financial Assets (continued)

maturities of less than one year. The Company did not have any financial assets or liabilities during any of the periods presented in the accompanying consolidated financial statements that required Level 3 inputs.

4. Investments

The fair value of available-for-sale investments by type of security was as follows:

	December 31, 2019			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Investments:				
U.S treasury bills	$232,336	$ 268	$ —	$232,604
U.S agency securities	81,201	57	—	81,258
Total investments	$313,537	$ 325	$ —	$313,862

	March 31, 2020			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
		(unaudited)		
Investments:				
U.S treasury bills	$185,797	$ 1,059	$ —	$186,856
U.S agency securities	76,670	335	—	77,005
Total investments	$262,467	$ 1,394	$ —	$263,861

As of December 31, 2018, the Company had no available-for-sale investments.

5. Property and Equipment, Net

Property and equipment, net consisted of the following:

	December 31,		
	2018	2019	March 31, 2020 (unaudited)
Property and equipment:			
Laboratory equipment	$ 6,688	$12,003	$ 12,643
Leasehold improvements	443	860	886
Computer equipment	394	827	827
Furniture and fixtures	161	895	895
Construction in process	455	490	151
	8,141	15,075	15,402
Less: accumulated depreciation	(4,649)	(6,981)	(7,841)
Total property, plant and equipment, net	$ 3,492	$ 8,094	$ 7,561

The Company recorded $2,154, $2,845, $667 and $859 of depreciation expense for the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited), respectively.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

	December 31, 2018	December 31, 2019	March 31, 2020 (unaudited)
External research and development	$1,291	$3,077	$ 4,718
Professional services	573	336	518
Payroll and related	—	—	844
Other	118	333	198
Total accrued expenses and other current liabilities	$1,982	$3,746	$ 6,278

7. Convertible Preferred Stock

The Company has issued Series A, Series B and Series C (collectively, the "Convertible Preferred Stock"). Upon issuance of each class of Convertible Preferred Stock, the Company assessed the embedded conversion and liquidation features of the shares and determined that such features did not require the Company to separately account for these features. The Company also concluded that no beneficial conversion feature existed on the issuance date of each class of Convertible Preferred Stock.

Prior to January 1, 2018, the Company issued a total of 56,824,740 shares of Series A convertible preferred stock ("Series A preferred stock") and 31,188,115 shares of Series B convertible preferred stock ("Series B preferred stock") in exchange for net proceeds of $56,692 and $62,876, respectively.

During the year ended December 31, 2018, the Company issued 122,850,909 shares of Series C convertible preferred stock ("Series C preferred stock") at a per share price of $3.21 for proceeds of $393,587, net of issuance costs.

During the year ended December 31, 2019, the Company issued an additional 1,779,093 shares of Series C preferred stock at a per share price of $3.21 for proceeds of $5,661, net of issuance costs.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

7. Convertible Preferred Stock (continued)

Convertible Preferred Stock consisted of the following:

	December 31, 2018				
	Preferred Shares Authorized	Preferred Shares Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	56,824,740	56,824,740	$ 75,657	$ 56,825	56,824,740
Series B preferred stock	31,188,115	31,188,115	62,876	63,000	31,188,115
Series C preferred stock	249,260,004	122,850,909	393,587	394,290	122,850,909
Total convertible preferred stock	337,272,859	210,863,764	$ 532,120	$ 514,115	210,863,764

	December 31, 2019				
	Preferred Shares Authorized	Preferred Shares Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	56,824,740	56,824,740	$ 75,657	$ 56,825	56,824,740
Series B preferred stock	31,188,115	31,188,115	62,876	63,000	31,188,115
Series C preferred stock	249,260,004	124,630,002	399,248	400,000	124,630,002
Total convertible preferred stock	337,272,859	212,642,857	$ 537,781	$ 519,825	212,642,857

	March 31, 2020 (unaudited)				
	Preferred Shares Authorized	Preferred Shares Issued and Outstanding	Carrying Value	Liquidation Preference	Common Stock Issuable Upon Conversion
Series A preferred stock	56,824,740	56,824,740	$ 75,657	$ 56,825	56,824,740
Series B preferred stock	31,188,115	31,188,115	62,876	63,000	31,188,115
Series C preferred stock	249,260,004	124,630,002	399,248	400,000	124,630,002
Total convertible preferred stock	337,272,859	212,642,857	$ 537,781	$ 519,825	212,642,857

The holders of the Convertible Preferred Stock have the following rights and preferences:

Voting

The holders of the Convertible Preferred Stock have voting rights equivalent to the number of shares of common stock into which their shares of preferred stock convert. So long as any of the Convertible Preferred Stock is outstanding, a requisite vote of the Convertible Preferred Stockholders, which is defined as a majority of the Convertible Preferred Stockholders, is required to affirm certain corporate actions, which include, but are not limited to the disposal of assets, the acquisition of assets or a business, and the authorization of additional shares of the Company's capital. In addition, such actions require a requisite vote of the Series C preferred stockholders and a majority vote of the Series B preferred stockholders, as long as any of the respective preferred stock is outstanding.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

7. Convertible Preferred Stock (continued)

Dividends

The holders of the Convertible Preferred Stock are entitled to receive noncumulative dividends when and if declared by the Company's board of directors. If the Company declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Company, the dividend payable to the holders of the Convertible Preferred Stock are entitled to the same dividend based on the number of common shares the Convertible Preferred Stock would convert into. No dividends have been declared or paid during the years ended December 31, 2018 or 2019 and during the three months ended March 31, 2020 (unaudited).

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, holders of the Series C preferred stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Series A and B preferred stock or common stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series C preferred stock original issue price ($3.21), plus any accrued but unpaid dividends declared, and (ii) an amount per share if the Series C preferred stock had been converted prior to the liquidation event.

Next, the holders of the Series A preferred stock then outstanding together with holders of Series B preferred stock shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the common stockholders by reason of their ownership thereof, an amount per share equal to the greater of (i) their original issue price, which is $1.00 and $2.02 for Series A and B preferred stock, respectively, plus any accrued but unpaid dividends declared, and (ii) an amount per share if the Series A and B preferred stock, respectively, had been converted prior to the liquidation event.

Conversion

The Convertible Preferred Stock is convertible into common stock at any time at the option of the holder, and is subject to mandatory conversion upon the closing of a firm commitment underwritten public offering with a price per share of at least $6.42 and proceeds of at least $100,000. The conversion ratio at December 31, 2019 and March 31, 2020 (unaudited) is one for one, and, is subject to certain anti-dilutive adjustments.

Protective Rights

As long as any of the Series C preferred stock is outstanding, a requisite vote of the Convertible Preferred Stockholders, is required to affirm a liquidation, dissolution, a merger or consolidation or any other deemed liquidation event if the per share proceeds to the holders of the Series C preferred stock would be equal to or greater than $6.42 per share. In addition, both a requisite vote of the Convertible Preferred Stockholders and a majority of the Series C preferred stockholders is required to affirm a liquidation, dissolution, a merger or consolidation or any other deemed liquidation event if the per share proceeds to the holders of the Series C preferred stock would be less than $6.42 per share.

8. Common Stock

Each share of common stock entitles the holder to one vote on all matters submitted to a vote of the Company's stockholders. Common stockholders are entitled to receive dividends, as may be declared by the Company's

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

8. Common Stock (continued)

board of directors, however, holders of convertible preferred stock are entitled to any dividend received by the common shareholders if each preferred share were converted into common stock. As of December 31, 2018 and 2019 and March 31, 2020 (unaudited), no dividends had been declared.

The Company has issued restricted shares of common stock to its founders and non-employees. In addition, the Company has issued restricted shares of common stock upon the early exercise of stock options under the Company's 2016 Plan. The restrictions on the common shares generally lapse over four years. The Company has included the proceeds from the sale of the restricted shares of common stock as restricted stock liability in the accompanying consolidated balance sheets. Amounts are reclassified to additional paid in capital as the restrictions lapse. The Company has the right to repurchase any unvested shares of restricted common stock at the original cost in the event of termination.

The following table summarizes the restricted stock activity for the year ended December 31, 2019 and the three months ended March 31, 2020 (unaudited):

	Shares	Weighted-Average Purchase Price
Unvested at December 31, 2018	5,490,118	0.10
Vested	(3,055,534)	0.13
Cancelled	(22,532)	0.00
Unvested at December 31, 2019	2,412,052	0.06
Vested (unaudited)	(747,529)	0.13
Cancelled (unaudited)	(52,713)	0.01
Unvested at March 31, 2020 (unaudited)	1,611,810	$ 0.04

The fair value of shares that vested during the year ended December 31, 2019 and the three months ended March 31, 2020 (unaudited) was $4,369 and $1,099, respectively.

The Company has reserved the following shares of common stock:

	December 31, 2018	December 31, 2019	March 31, 2020 (unaudited)
Conversion of Series A preferred stock	56,824,740	56,824,740	56,824,740
Conversion of Series B preferred stock	31,188,115	31,188,115	31,188,115
Conversion of Series C preferred stock	122,850,909	124,630,002	124,630,002
Shares reserved under the compensation plan	30,466,161	29,853,188	29,601,071
Total shares of common stock reserved for issuance	241,329,925	242,496,045	242,243,928

9. Share-Based Payments

In 2016, the Company adopted the Relay Therapeutics, Inc. Stock Option and Grant Plan (the Plan). All of the Company's employees, officers, directors, consultants and advisors are eligible to be granted options, restricted

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

9. Share-Based Payments (continued)

stock units, or RSUs, and other stock-based awards under the terms of the Plan. The Plan initially provided for the grant of awards for up to 9,885,000 shares of common stock. During the year ended December 31, 2017, the Company increased the number of shares issuable for grant by 6,746,067 to 16,631,067. During the year ended December 31, 2018, the Company increased the number of shares issuable under the Plan by 22,255,614 to 38,886,681. There were 11,010,832 and 3,360,008 share-based awards available for grant at December 31, 2019 and March 31, 2020 (unaudited), respectively.

The following table summarizes the stock option activity under the Plan for the year ended December 31, 2019:

	Number of Stock Options	Weighted-Average Exercise Price	Weighted-Average Remaining Term (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2018	9,489,667	$ 1.10	9.36	$ 3,068
Granted	10,964,215	1.42		
Exercised	(635,505)	0.97		318
Cancelled	(976,021)	0.93		
Outstanding at December 31, 2019	18,842,356	1.30	8.99	3,214
Granted (unaudited)	8,083,247	1.47		
Exercised (unaudited)	(304,830)	1.15		97
Cancelled (unaudited)	(379,745)	1.37		
Outstanding at March 31, 2020 (unaudited)	26,241,028	1.35	9.11	3,081
Vested at December 31, 2019	3,334,940	1.15	8.47	1,080
Vested at March 31, 2020 (unaudited)	4,318,980	1.20	8.40	1,172
Non-vested at December 31, 2019	15,507,416	1.33	9.11	2,134
Non-vested at March 31, 2020 (unaudited)	21,922,048	1.38	9.25	1,908

During the three months ended March 31, 2020, the Company's board of directors approved the issuance of options with performance-based vesting conditions to purchase 6,961,747 shares of common stock, which are included in the table above. The commencement of vesting is based on the achievement of certain Company scientific and operational milestones during a two-year period. The Company has established a grant date for accounting purposes for 4,266,700 of the 6,961,747 performance-based awards. However, due to the impact of the COVID-19 pandemic on the Company's operations, the Company has not established a grant date for accounting purposes for the remaining 2,695,047 options since the related grantees were not notified of the terms of the award on a timely basis. As a result, the fair value of the options used to recognize any potential stock-based compensation expense associated with the 2,695,047 options will be determined once the Company communicates the terms of the award.

The Company has assessed the probability of the achievement of the milestones associated with the performance-based options and concluded that the milestones are not probable of achievement as of March 31, 2020.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

9. Share-Based Payments (continued)

The Company estimated the fair value of its stock options using the following assumptions:

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
				(unaudited)
Risk-free interest rate	2.3 – 3.1%	1.5 – 2.5%	2.5%	0.6 – 1.8%
Expected term (in years)	6.3	6.3	6.3	6.3
Expected volatility	67.6 – 70.2%	72.8 – 73.47%	73.2%	73.5 – 75.7%
Expected dividend yield	0%	0%	0%	0%

The weighted average grant date fair value of stock options granted during the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited) was $0.83 per share, $0.94 per share, $0.95 per share and $0.97 per share, respectively.

Stock-based compensation expense included in the Company's consolidated statements of operations and comprehensive loss is as follows:

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(unaudited)	
Research and development expenses	$ 1,839	$ 2,687	$ 555	$ 897
General and administrative expenses	1,048	1,769	265	558
	$ 2,887	$ 4,456	$ 820	$ 1,455

As of December 31, 2019, total unrecognized compensation cost related to the unvested stock-based awards was $20,662, which is expected to be recognized over a weighted average period of 3.09 years. As of March 31, 2020 (unaudited), total unrecognized compensation cost related to the unvested stock-based awards was $20,280, which is expected to be recognized over a weighted average period of 3.24 years. In addition, the Company may record compensation expense of up to $4,127 related to performance-based awards granted during the three-month period ended March 31, 2020 in the event certain milestones become probable of achievement.

10. Income Taxes

During the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited), the Company recorded no income tax benefits due to the losses incurred due to the uncertainty of future taxable income.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

10. Income Taxes (continued)

A reconciliation of the expected income tax (benefit) computed using the federal statutory income tax rate to the Company's effective income tax rate is as follows for the year ended December 31, 2018 and 2019:

	December 31,	
	2018	2019
Income tax computed at federal statutory rate	21.0%	21.0%
State taxes, net of federal benefit	5.8%	7.0%
Change in valuation allowance	(29.6)%	(31.0)%
R&D credit carryovers	3.7%	4.1%
Permanent differences	(0.9)%	(1.1)%
Total	0.0%	0.0%

The Company's deferred tax assets at December 31, 2018 and 2019, consist of the following:

	December 31,	
	2018	2019
Deferred tax assets:		
Net operating losses	$ 24,280	$ 42,647
Tax credit carryforwards	2,952	6,309
Lease liability	—	6,542
Intangibles	623	1,498
Stock-based compensation	212	534
Depreciation and amortization	146	188
Other	17	13
Total gross deferred tax asset	28,230	57,731
Valuation allowance	(28,230)	(51,537)
Net deferred tax asset	—	6,194
Deferred tax liability		
Operating lease assets	—	(6,194)
Total deferred tax liability	—	(6,194)
	$ —	$ —

The Company has incurred net operating losses (NOL) since inception. As of December 31, 2019, the Company had federal NOL carryforwards of $154,262 available to reduce taxable income, of which $43,127 expire beginning in 2035 and $111,135 do not expire. The Company has state NOL carryforwards of $162,217 as of December 31, 2019 available to reduce future state taxable income, which expire at various dates beginning in 2035.

As of December 31, 2019, the Company also had available federal research and development tax credit carryforwards of $4,806 available to reduce future tax liabilities which begin to expire beginning in 2035. The Company also has state research and development tax credit carryforwards of $1,903, available to reduce future state tax liabilities and which expire at various dates beginning in 2030.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

10. Income Taxes (continued)

Utilization of the NOL carryforwards and research and development tax credit carryforwards may be subject to a substantial annual limitation under Section 382 of the Internal Revenue Code of 1986 due to ownership changes that have occurred previously or that could occur in the future. These ownership changes may limit the amount of carryforwards that can be utilized annually to offset future taxable income. In general, an ownership change, as defined by Section 382, results from transactions increasing the ownership of certain shareholders or public groups in the stock of a corporation by more than 50% over a three-year period. The Company has not conducted a study to assess whether a change of control has occurred or whether there have been multiple changes of control since inception due to the significant complexity and cost associated with such a study. If the Company has experienced a change of control, as defined by Section 382, at any time since inception, utilization of the net operating loss carryforwards or research and development tax credit carryforwards would be subject to an annual limitation under Section 382, which is determined by first multiplying the value of the Company's stock at the time of the ownership change by the applicable long-term tax-exempt rate, and then could be subject to additional adjustments, as required. Any limitation may result in expiration of a portion of the net operating loss carryforwards or research and development tax credit carryforwards before utilization. Further, until a study is completed and any limitation is known, no amounts are being presented as an uncertain tax position.

The Company has recorded a valuation allowance against its deferred tax assets for the years ended December 31, 2018 and 2019, because the Company's management believes that it is more likely than not that these assets will not be realized. The valuation allowance increased by approximately $14,439 and $23,307 for the years ended December 31, 2018 and 2019, respectively, primarily as a result of operating losses generated with no corresponding financial statement benefit.

The Company had no unrecognized tax benefits as of December 31, 2018 and 2019 and March 31, 2020 (unaudited).

The Company files tax returns as prescribed by the tax laws of the jurisdictions in which it operates. In the normal course of business, the Company is subject to examination by federal and state jurisdictions, where applicable. There are currently no pending tax examinations. The Company's tax years are still open under statute from inception to the present.

In response to the COVID-19 pandemic, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was signed into law in March 2020. The CARES Act lifts certain deduction limitations originally imposed by the Tax Cuts and Jobs Act of 2017 (2017 Tax Act). Corporate taxpayers may carryback net operating losses (NOLs) originating during 2018 through 2020 for up to five years, which was not previously allowed under the 2017 Tax Act. The CARES Act also eliminates the 80% of taxable income limitations by allowing corporate entities to fully utilize NOL carryforwards to offset taxable income in 2018, 2019 or 2020. Taxpayers may generally deduct interest up to the sum of 50% of adjusted taxable income plus business interest income (30% limit under the 2017 Tax Act) for tax years beginning January 1, 2019 and 2020. The CARES Act allows taxpayers with alternative minimum tax credits to claim a refund in 2020 for the entire amount of the credits instead of recovering the credits through refunds over a period of years, as originally enacted by the 2017 Tax Act.

In addition, the CARES Act raises the corporate charitable deduction limit to 25% of taxable income and makes qualified improvement property generally eligible for 15-year cost-recovery and 100% bonus depreciation. The enactment of the CARES Act did not result in any adjustments to the Company's income tax provision for the

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

10. Income Taxes (continued)

three months ended March 31, 2020 (unaudited), or to the Company's net deferred tax assets as of March 31, 2020 since the Company has not recorded any U.S. federal or state income tax benefits for the net losses incurred in any year due to our uncertainty of realizing a benefit from those items.

11. Net Loss Per Share

The following table summarizes the computation of basic and diluted net loss per share of the Company:

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(unaudited)	
Net loss	$ (48,785)	$ (75,305)	$ (14,182)	$ (24,886)
Weighted average common stock outstanding, basic and diluted	8,824,617	12,252,452	10,964,458	14,749,780
Net loss per share – basic and diluted	$ (5.53)	$ (6.15)	$ (1.29)	$ (1.69)

The Company's potentially dilutive securities, which include convertible preferred stock, options to purchase common stock and unvested restricted stock, have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share for the periods indicated because including them would have had an anti-dilutive effect:

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(unaudited)	
Convertible preferred stock	210,863,764	212,642,857	212,642,857	212,642,857
Options to purchase common stock	9,489,667	18,842,356	10,794,132	26,241,063
Unvested restricted stock	5,490,118	2,412,052	5,490,118	1,611,810
	225,843,549	233,897,265	228,927,107	240,495,730

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

12. Pro Forma Net Loss Per Share (unaudited)

Pro forma net loss per common share, basic and diluted, for the year ended December 31, 2019 and the three months ended March 31, 2020 is calculated as follows:

	Year Ended December 31, 2019	Three Months Ended March 31, 2020
Numerator:		
Net loss	$ (75,305)	$ (24,886)
Denominator:		
Weighted average common shares outstanding – basic and diluted	12,252,452	14,749,780
Add: Conversion of convertible preferred stock	212,574,618	212,642,857
Pro forma weighted average common shares outstanding	224,827,070	227,392,637
Pro forma net loss per common share – basic and diluted	$ (0.33)	$ (0.11)

13. Commitments and Contingencies

Intellectual Property License

The Company has a Collaboration and License Agreement with D. E. Shaw Research, LLC (“D. E. Shaw Research”), which holds 9,999,999 shares of Series A and 1,557,875 shares of Series C Preferred Stock in the Company at December 31, 2019. The agreement provides that the parties will jointly conduct research efforts with the goal of identifying and developing product candidates. The term of the agreement is three years and requires the Company to pay an annual fee of $1,000. The Company is also obligated to pay potential development milestone payments under the terms of the agreement up to $7,300 per target, plus sales milestones and royalties, upon the achievement of certain specified contingent events. The Company assessed the milestone and royalty events at December 31, 2018 and 2019 and March 31, 2020 (unaudited), and concluded no such payments were required. The Company recorded research and development expense of $1,000, $1,500, $250 and $250 under this agreement in the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited), respectively. At December 31, 2018 and 2019 and March 31, 2020 (unaudited), the Company had an accrued expense balance to D. E. Shaw Research of approximately $372, $372 and $622, respectively.

Other Research Arrangements

The Company has certain other research and license arrangements with third-parties, which provide the Company with research services with the goal of identifying and developing product candidates. The Company is obligated to pay development milestone payments for up to four targets, each in the range of $4,000 to $7,000 upon the achievement of certain specified contingent events. The Company assessed the milestones at December 31, 2018 and 2019 and March 31, 2020 (unaudited) and concluded no such milestone payments were due. The Company incurred approximately $881, $3,493, $246 and $1,195 of research and development expense under these agreements in the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited), respectively.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

14. Leases

215 First Street

The Company leased office and laboratory space at 215 First Street in Cambridge, Massachusetts ("First Lease") under an operating lease, which commenced in November 2015 and was originally set to expire in December 2020. As discussed below, the Company executed a lease at 399 Binney Street ("Binney Lease") whereby the Company vacated the 215 First Street lease in January 2019 and the future lease commitments terminated at no cost once the Binney Lease commenced. The lease included certain tenant improvement allowances, which the Company amortized through January 2019, the termination of the lease.

399 Binney Street

In December 2017, the Company entered into a facility lease agreement for approximately 44,336 square feet of office and laboratory space at 399 Binney Street, Cambridge, Massachusetts. The Company did not have access to and did not control the facility at any time in 2018 and therefore, no operating lease asset or liability amounts associated with this lease were recorded in the accompanying consolidated balance sheet as of December 31, 2018. The Company gained control of the space in January 2019 and the lease expires in April 2029, subject to certain renewal options, which have not been included in the Company's right of use asset and liability.

As discussed in Note 2, the Company provided a letter of credit in the amount of $878 with a financial institution, which expires September 30, 2028.

The following table summarizes the presentation in the Company's consolidated balance sheets of its operating leases:

	Balance sheet location	December 31, 2018	December 31, 2019
Assets:			
Operating lease assets	Operating lease assets	$ 139	$ 23,560
Liabilities:			
Current operating lease liability	Operating lease liability	$ 178	$ 1,249
Non-current operating lease liability	Operating lease liability, net of current portion	—	23,583
	Total lease liabilities	$ 178	$ 24,832

The following table summarizes the effect of lease costs in the Company's consolidated statements of operations and comprehensive loss for the years ended December 31, 2018 and 2019:

	Statement of operations and comprehensive loss location	Year Ended December 31 2018	Year Ended December 31, 2019
Operating lease costs	Research and development	$646	$3,216
	General and administrative	170	581
	Total operating lease cost	$816	$3,797

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

14. Leases (continued)

The following table summarizes the effect of lease costs in the Company's consolidated statements of operations and comprehensive loss for the three months ended March 31, 2019 and 2020 (unaudited):

	Statement of operations and comprehensive loss location	Three Months Ended March 31 2019	Three Months Ended March 31, 2020
			(unaudited)
Operating lease costs	Research and development	$703	$827
	General and administrative	117	169
	Total operating lease cost	$820	$996

The Company made cash payments of $1,290, $2,602, $203 and $924 under the lease agreements during the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited), respectively.

The minimum lease payments as of December 31, 2019 for the next five years and thereafter is expected to be as follows:

Year Ending December 31,	Amount
2020	$ 3,767
2021	3,875
2022	3,987
2023	4,102
2024	4,221
Thereafter	19,733
Total lease payments	39,685
Less: interest	14,853
Present value of operating lease liabilities	$ 24,832

The weighted average remaining lease term and weighted average discount rate of our operating leases were 9.3 years and 10.4%, respectively, at December 31, 2019. The weighted average discount rate was not material to the Company's consolidated financial statements at December 31, 2018 since the lease expired in January 2019. The weighted average remaining lease term and weighted average discount rate of our operating leases were 9.1 years and 10.4%, respectively, at March 31, 2020 (unaudited).

15. Employee Benefits

In 2016, the Company established a defined-contribution plan under Section 401(k) of the Internal Revenue Code (the "401(k) Plan"). The 401(k) Plan covers all employees who meet defined minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pre-tax basis. The Company is not required to make and has not made any matching contributions to the 401(k) Plan for the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020 (unaudited).

FOIA CONFIDENTIAL TREATMENT REQUESTED

Relay Therapeutics, Inc.

Notes to Consolidated Financial Statements

(In thousands, except share and per share data)

16. Related Party Transactions

From inception to December 31, 2019, the Company received consulting and management services from Third Rock Ventures LLP ("TRV"), an entity affiliated with certain of the Company's investors. The Company incurred approximately $100 and $200 for these services during the years ended December 31, 2018 and 2019, respectively. At December 31, 2019, $80 was due to TRV for these services. There were no amounts due for these services as of December 31, 2018 and March 31, 2020 (unaudited).

17. Subsequent Events

In preparing the financial statements as of and for the year ended December 31, 2019 and the condensed consolidated interim financial statements as of March 31, 2020 and for the three-month period then ended (unaudited), the Company has evaluated subsequent events for recognition and measurement purposes through May 22, 2020, the date the consolidated financial statements were issued. The Company has concluded that no events or transactions have occurred that require disclosure in the accompanying consolidated financial statements.

FOIA CONFIDENTIAL TREATMENT REQUESTED

Shares

Common Stock

PRELIMINARY PROSPECTUS

Joint Book-Running Managers

J.P. Morgan **Goldman Sachs & Co. LLC** **Cowen**

Until , 2020, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

, 2020

FOIA CONFIDENTIAL TREATMENT REQUESTED

PART II

Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the fees and expenses, other than underwriting discounts and commissions, payable in connection with the registration of the common stock hereunder. All amounts are estimates except the SEC registration fee.

	Amount to be Paid
SEC registration fee	$ *
FINRA filing fee	*
Nasdaq Global Market listing fee	*
Printing and mailing	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law, or DGCL, authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

We have adopted provisions in our certificate of incorporation to be in effect upon the closing of this offering and by-laws to be in effect upon the effectiveness of this registration statement that limit or eliminate the personal liability of our directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

FOIA CONFIDENTIAL TREATMENT REQUESTED

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, the by-laws to be in effect upon the effectiveness of this registration statement provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and
- we will advance reasonable expenses, including attorneys' fees, to our directors and, in the discretion of our board of directors, to our officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

We have entered into indemnification agreements with each of our directors and intend to enter into such agreements with our executive officers. These agreements provide that we will indemnify each of our directors, our executive officers and, at times, their affiliates to the fullest extent permitted by Delaware law. We will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director, executive officer or affiliate in connection with any proceeding in which indemnification is available and we will indemnify our directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of us or in furtherance of our rights. Additionally, certain of our directors or officers may have certain rights to indemnification, advancement of expenses or insurance provided by their affiliates or other third parties, which indemnification relates to and might apply to the same proceedings arising out of such director's or officer's services as a director referenced herein. Nonetheless, we have agreed in the indemnification agreements that our obligations to those same directors or officers are primary and any obligation of such affiliates or other third parties to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

We also maintain general liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act of 1933, as amended, or the Securities Act.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of us and our directors and officers by the underwriters against certain liabilities under the Securities Act and the Securities Exchange Act of 1934.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

(a) Issuances of Capital Stock

Set forth below is information regarding securities we have issued within the past three years that were not registered under the Securities Act.

In December 2017, we issued and sold an aggregate of 31,188,115 Series B preferred shares at a price per share of $2.02 for aggregate cash consideration of approximately $63.0 million.

In December 2018, we issued and sold an aggregate of 46,121,245 Series C preferred shares and 78,508,757 Series C-1 preferred shares at a price per share of $3.2095 for aggregate cash consideration of approximately $400.0 million.

No underwriters were involved in the foregoing sales of securities. Unless otherwise stated, the sales of securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act,

including Regulation D and Rule 506 promulgated thereunder, as transactions by an issuer not involving a public offering. All of the purchasers in these transactions represented to us in connection with their purchase that they were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

(b) Grants and Exercises of Stock Options

We have granted stock options to purchase an aggregate of 29,989,194 shares of our common stock, with an exercise price of $0.39 to $1.47 per share, to employees, directors and consultants pursuant to the 2016 Plan. Since 2016, 1,708,548 shares of common stock have been issued upon the exercise of stock options pursuant to the 2016 Plan.

The issuances of the securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act or Rule 701 promulgated under the Securities Act as transactions pursuant to compensatory benefit plans. The shares of common stock issued upon the exercise of options are deemed to be restricted securities for purposes of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Description
1.1*	Form of Underwriting Agreement
3.1	Third Amended and Restated Certificate of Incorporation of Registrant, as currently in effect.
3.2*	Form of Fourth Amended and Restated Certificate of Incorporation of Registrant, to be in effect immediately prior to the completion of this offering.
3.3	Bylaws of Registrant, as currently in effect.
3.4*	Form of Amended and Restated Bylaws of Registrant, to be in effect upon the effectiveness of this registration statement.
4.1*	Specimen Common Stock Certificate.
4.2	Third Amended and Restated Investors' Rights Agreement among the Registrant and certain of its stockholders, effective as of December 19, 2018.
5.1*	Opinion of Goodwin Procter LLP.
10.1#	2016 Stock Option and Grant Plan, and form of award agreements thereunder.
10.2#*	2020 Stock Option and Grant Plan, and form of award agreements thereunder.
10.3#*	2020 Employee Stock Purchase Plan.
10.4#*	Senior Executive Cash Bonus Plan
10.5#*	Non-Employee Director Compensation Policy
10.6#*	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.
10.7	Lease Agreement between the Registrant and ARE-MA REGION NO. 58, LLC, dated as of January 10, 2018
10.8#*	Form of Amended and Restated Employment Agreement.

FOIA CONFIDENTIAL TREATMENT REQUESTED

10.9#	Amended and Restated Employment Agreement, by and between the Registrant and Sanjiv K. Patel dated March 25, 2020.
10.10†	Collaboration and License Agreement, by and between the Registrant and D. E. Shaw Research, LLC, as amended, dated August 17, 2016.
21.1	List of Subsidiaries of Registrant.
23.1*	Consent of Ernst & Young, independent registered public accounting firm.
23.2*	Consent of Goodwin Procter LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included on signature page).

* To be filed by amendment.
† Application has been made to the Securities and Exchange Commission for confidential treatment of certain provisions. Omitted material for which confidential treatment has been requested has been submitted separately with the Securities and Exchange Commission.
# Indicates a management contract or any compensatory plan, contract or arrangement.

(b) Financial Statements Schedules:

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, or the Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The Registrant hereby undertakes that:

(a) The Registrant will provide to the underwriter at the closing as specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) For purposes of determining any liability under the Securities Act of 1933, as amended, the information omitted from a form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933, as amended, shall be deemed to be part of this registration statement as of the time it was declared effective.

(c) For the purpose of determining any liability under the Securities Act of 1933, as amended, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

FOIA CONFIDENTIAL TREATMENT REQUESTED

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cambridge, Massachusetts, on the day of , 2020.

RELAY THERAPEUTICS, INC.

By: _____
Name: Sanjiv K. Patel
Title: President and Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

Each individual whose signature appears below hereby constitutes and appoints Sanjiv K. Patel and Brian R. Adams as such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and Power of Attorney has been signed by the following person in the capacities and on the date indicated.

Name	Title	Date
Sanjiv K. Patel, M.D.	President, Chief Executive Officer and Director (Principal Executive Officer)	, 2020
Tom Catinazzo	Vice President, Finance (Principal Accounting Officer and Principal Financial Officer)	, 2020
Alexis Borisy	Director	, 2020
Linda A. Hill, Ph.D.	Director	, 2020
Douglas S. Ingram	Director	, 2020
Christoph Lengauer, Ph.D.	Director	, 2020
Mark Murcko, Ph.D.	Director	, 2020

FOIA CONFIDENTIAL TREATMENT REQUESTED

Name	Title	Date
Dipchand (Deep) Nishar	Director	, 2020
Jami Rubin	Director	, 2020
Laura Shawver, Ph.D.	Director	, 2020

Execution Version

THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
RELAY THERAPEUTICS, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Relay Therapeutics, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Relay Therapeutics, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on May 4, 2015 under the name Allostery, Inc. The name of this corporation was changed on December 11, 2015 to Relay Therapeutics, Inc. The corporation's certificate of incorporation was amended by that certain certificate of amendment dated as of July 6, 2016, amended and restated by that certain amended and restated certificate of incorporation dated as of July 26, 2016, and further amended and restated by that certain amended and restated certificate of incorporation dated as of December 8, 2017 (the "**Second Amended and Restated Certificate of Incorporation**"). The Second Amended and Restated Certificate of Incorporation was amended by that certain certificate of amendment dated as of May 14, 2018.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Second Amended and Restated Certificate of Incorporation of this corporation, as amended, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of this corporation, as amended, be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Relay Therapeutics, Inc. (the "**Corporation**")

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: (i) The total number of shares of all classes of stock which the Corporation shall have authority to issue is 260,000,000 shares of Common Stock, $0.001 par value per share ("**Common Stock**") and 337,272,859 shares of Preferred Stock, $0.001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Third Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**") that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein.

Of the 337,272,859 authorized shares of Preferred Stock, 56,824,740 shares are hereby designated "**Series A Preferred Stock,**" 31,188,115 shares are hereby designated "**Series B Preferred Stock,**" 124,630,002 shares are hereby designated "**Series C Preferred Stock**" and 124,630,002 shares are hereby designated "**Series C-1 Preferred Stock,**" each having the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. The Series A Preferred Stock and Series B Preferred Stock shall be collectively referred to herein as "**Existing Preferred Stock**". Unless otherwise indicated, references to "Sections" and "Subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends.

1.1 The Corporation shall not declare, pay or set aside any dividends on shares of any class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, the product of (1) the amount of the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of such share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, the amount determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price per share of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by the Applicable Preferred Stock Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this clause (a) shall be calculated (separately for holders of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series C-1 Preferred Stock) based upon the dividend on the class or series of capital stock that would result in the highest dividend to such holders of Preferred Stock.

1.2 For purposes hereof, the "**Applicable Preferred Stock Original Issue Price**" shall initially be equal to (a) in the case of the Series A Preferred Stock, $1.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock, (b) in the case of the Series B Preferred Stock, $2.02 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock, (c) in the case of the Series C Preferred Stock, $3.2095 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock, and (d) in the case of the Series C-1 Preferred Stock, $3.2095 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-1 Preferred Stock.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series C Preferred Stock and Series C-1 Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined below), the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock then outstanding shall be entitled to be

paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Existing Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Applicable Preferred Stock Original Issue Price together with any other dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series C Preferred Stock and Series C-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock shall share in any distribution of the assets available for distribution pro rata based on the number of shares of Series C Preferred Stock and Series C-1 Preferred Stock held by each such holder. The amount which a holder of a share of Series C Preferred Stock or Series C-1 Preferred Stock is entitled to receive under this Subsection 2.1 and the amount which a holder of a share of any series of the Existing Preferred Stock is entitled to receive under Subsection 2.2 below is hereinafter referred to as the "**Applicable Preferred Stock Liquidation Amount**" with respect to such share.

2.2 Preferential Payments to Holders of Existing Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock, the holders of shares of Existing Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Applicable Preferred Stock Original Issue Price together with any other dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Existing Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event in proportion to the full Applicable Preferred Stock Liquidation Amount that each such holder is otherwise entitled to receive under this Subsection 2.2. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Existing Preferred Stock the full amount to which they shall be entitled under this Subsection 2.2, the holders of shares of Existing Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.3 Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all Applicable Preferred Stock Liquidation Amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.4 Deemed Liquidation Events.

2.4.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of at least a majority of the then outstanding shares of Preferred Stock, voting or consenting together as a separate, exclusive class, and prior to CFIUS Clearance (as defined in that certain Series C Preferred Stock Purchase Agreement, dated as of November 12, 2018, by and among the Corporation and the other parties identified therein), SoftBank (the "**Required Vote**"), elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(a) a merger or consolidation in which

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.4.2 Effecting a Deemed Liquidation Event; Redemption.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.4.1(a)(i) above unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2 and 2.3 above.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.4.1(a)(ii), or 2.4.1(b) above, if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice (the "**Redemption Notice**") to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation

Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the holders representing the Required Vote so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors, including the Preferred Director Majority (as defined below) (together with any other assets of the Corporation available for distribution to its stockholders as determined in good faith by the Board of Directors, including the Preferred Director Majority, the "**Net Proceeds**")), all to the extent permitted by Delaware law governing distributions to stockholders, on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the Applicable Preferred Stock Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem each holder's shares of Preferred Stock in accordance with the liquidation preferences set forth in Sections 2.1, 2.2 and 2.3 to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders in accordance with the liquidation preferences set forth in Sections 2.1, 2.2 and 2.3. The provisions of Subsections 2.4.2(c) through 2.4.2(g) below shall apply to the redemption of the Preferred Stock pursuant to this Subsection 2.4.2(b). Prior to the distribution or redemption provided for in this Subsection 2.4.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business. For purposes hereof, "**Preferred Director Majority**" means a majority of the Preferred Directors then serving on the Board of Directors; provided, however, that prior to CFIUS Clearance (as defined below), the term "**Preferred Director Majority**" means any two of the following: the Series A Director, the Series B Director (as defined below), and SoftBank (as defined below).

(c) Each Redemption Notice pursuant to Subsection 2.4.2(b) shall state:

(i) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date (as defined below) specified in the Redemption Notice (as defined below);

(ii) the date of redemption (the "**Redemption Date**") and price per share of the Preferred Stock to be redeemed (the "**Redemption Price**");

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Subsection 4.1); and

(iv) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(d) On or before the Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4 or to exclude such shares as provided for below, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(e) If on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

(f) If the Corporation receives, on or prior to the tenth (10^{th}) day after the date of delivery of the Redemption Notice to a holder of Preferred Stock, written notice from such holder that such holder elects to be excluded from the redemption provided for in this Section, then the shares of Preferred Stock registered on the books of the Corporation in the name of such holder at the time of the Corporation's receipt of such notice shall thereafter be "**Excluded Shares**". Excluded Shares shall not be redeemed or redeemable pursuant to this Section, whether on such Redemption Date or thereafter.

(g) Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

2.4.3 Amount Deemed Paid or Distributed. If the amount deemed paid or distributed under this Subsection 2.4 is made in property other than in cash, the value of such payment or distribution shall be the fair market value of such property, determined as follows:

(a) For securities not subject to investment letters or other similar restrictions on free marketability,

(i) if traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30-period ending three (3) days prior to the closing of such transaction;

(ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) days prior to the closing of such transaction; or

(iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors, including the Preferred Director Majority.

(b) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as determined in good faith by the Board of Directors, including the Preferred Director Majority) from the market value as determined pursuant to clause (a) above so as to reflect the approximate fair market value thereof.

(c) For any property not addressed by Subsection 2.4.3(a) or Subsection 2.4.3(b), the value of such property, shall be determined in good faith by the Board of Directors, including the Preferred Director Majority.

2.4.4 Allocation of Escrow or Contingent Payments. In the event of a Deemed Liquidation Event pursuant to Subsection 2.4.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2 and 2.3 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2 and 2.3 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.4.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations or otherwise subject to contingencies in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class, on an as-converted basis. Notwithstanding the foregoing, except as expressly set forth herein or as otherwise required by law, the Series C-1 Preferred Stock shall be non-voting under this Certificate of Incorporation for all purposes and in no event shall it be redesignated or reconstituted as a voting security prior to receipt of CFIUS Clearance.

3.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series A Director**"). The holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B Director**"). The holders of record of the shares of Series C Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series C Director**" and collectively with the Series A Director and the Series B Director, the "**Preferred Directors**"); provided however, that until CFIUS Clearance has been obtained, the Series C Director seat shall remain vacant. Any Preferred Director may be removed by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or by a written consent of stockholders in lieu of a meeting. The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Common Director**"). The Common Director may be removed without cause by, and only by, the affirmative vote of the holders of the shares of Common Stock, given either at a special meeting of such stockholders duly called for that purpose or by a written consent of stockholders in lieu of a meeting. The holders of record of the shares of Common Stock and Preferred Stock (other than the Series C-1 Preferred Stock), and of any other class or series of voting stock, exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2.

3.3 Preferred Stock Protective Provisions. At any time when any shares of Preferred Stock are outstanding, neither the Corporation nor any of its subsidiaries shall, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders representing the Required Vote, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation;

(b) create, or authorize the creation of, or issue or obligate itself to issue shares of, any other security convertible into or exercisable for any equity security having rights, preferences or privileges senior to or on parity with the Preferred Stock or any series thereof, or increase the authorized number of shares of Preferred Stock or of any additional class or series of capital stock unless it ranks junior to the Preferred Stock;

(c) reclassify, alter or amend any existing security that is junior to or on parity with the Preferred Stock, if such reclassification, alteration or amendment would render such other security senior to or on parity with the Preferred Stock;

(d) purchase or redeem or pay or declare any dividend or make any distribution on any shares of capital stock prior to the Preferred Stock, other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost;

(e) create or authorize the creation of any debt security other than equipment leases or bank lines of credit unless such debt security has received the prior approval of the Board of Directors, including the approval of the Preferred Director Majority;

(f) increase or decrease the authorized number of directors constituting the Board of Directors;

(g) create or hold capital stock in any subsidiary that is not a wholly-owned subsidiary of the Corporation or dispose of any subsidiary stock or all or substantially all of any subsidiary assets;

(h) create, amend or modify any stock option or equity incentive plan; or increase or decrease the number of shares of Common Stock reserved for issuance under any stock option or equity incentive plan;

(i) change the equity (including by the issuance of any new equity or rights to acquire equity) or cash compensation or material benefits of an executive officer, unless such change is approved by the Board of Directors;

(j) approve or effect the acquisition of another entity or business line, or assets associated with another entity or business line, for an aggregate purchase price in excess of $5,000,000;

(k) dispose (by way of sale, transfer or license of intellectual property or otherwise) of any assets of the Corporation for aggregate proceeds in excess of $1,000,000; or

(l) enter into or be a party to any transaction or agreement with any director or officer of the Corporation, or any "associate" (as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended) of any such person, other than as approved by the Board of Directors.

3.4 At any time when any shares of Series C Preferred Stock or Series C-1 Preferred Stock are outstanding, neither the Corporation nor any of its subsidiaries shall, either directly or indirectly by amendment, merger, consolidation or otherwise, without (in addition to

any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders representing the Required Vote, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing, if the per share proceeds in such transaction to the holders of Series C Preferred Stock and Series C-1 Preferred Stock would be equal to or greater than $6.419 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

3.5 At any time when any shares of Series C Preferred Stock or Series C-1 Preferred Stock are outstanding, neither the Corporation nor any of its subsidiaries shall, either directly or indirectly by amendment, merger, consolidation or otherwise, without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders representing (i) the Required Vote, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and (ii) a majority of the then outstanding shares of Series C Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, plus, prior to CFIUS Clearance, the written consent of SoftBank Vision Fund (AIV M2) L.P. ("**SoftBank**") (the approval required under (ii) being referred to as the "**Required Series C Vote**"), liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing, if the per share proceeds in such transaction to the holders of Series C Preferred Stock and Series C-1 Preferred Stock would be less than $6.419 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

3.6 Series C Preferred Stock Protective Provisions. At any time when any shares of Series C Preferred Stock or Series C-1 Preferred Stock are outstanding, neither the Corporation nor any of its subsidiaries shall, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the Required Series C Vote, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) amend or waive the rights, preferences or privileges of the Series C Preferred Stock or Series C-1 Preferred Stock;

(b) pay any dividend on any capital stock prior to the Preferred Stock (excluding repurchases of Common Stock from employees upon termination of employment at the lower of fair market value or the original purchase price thereof);

(c) increase or decrease the authorized number of shares of Series C Preferred Stock or Series C-1 Preferred Stock;

(d) reclassify, alter or amend any existing security that is junior to or on parity with the Series C Preferred Stock or Series C-1 Preferred Stock, if such reclassification, alteration or amendment would render such other security senior to or on parity with the Series C Preferred Stock or Series C-1 Preferred Stock;

(e) amend, repeal or waive Section 5.4;

(f) waive the treatment of the Series C Preferred Stock or Series C-1 Preferred Stock as set forth in Section 2 hereof in the event of a Deemed Liquidation Event;

(g) prior to CFIUS Clearance, amend, repeal or waive any provision of this Certificate of Incorporation that references "CFIUS Clearance"; or

(h) amend, repeal or waive this Section 3.6.

3.7 Series B Preferred Stock Protective Provisions. At any time when any shares of Series B Preferred Stock are outstanding, the Corporation or any of its subsidiaries shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders representing a majority of the outstanding shares of Series B Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect: alter or change the powers, preferences, or special rights of the Series B Preferred Stock so as to affect them adversely, but not so affect all of the Preferred Stock; provided that for the avoidance of doubt, the creation or issuance of a new series of senior preferred stock and correlative amendments to this Certificate of Incorporation shall not in and of itself require the approval of the holders of a majority of the outstanding shares of the Series B Preferred Stock.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Applicable Preferred Stock Original Issue Price by the Applicable Preferred Stock Conversion Price (as defined below) in effect at the time of conversion. For purposes hereof, the "**Applicable Preferred Stock Conversion Price**" shall initially (as of the Series C Original Issue Date) be equal to (a) in the case of the Series A Preferred Stock, $1.00, (b) in the case of the Series B Preferred Stock, $2.02, (c) in the case of the Series C Preferred Stock, $3.2095 and (d) in the case of the Series C-1 Preferred Stock, $3.2095. Such initial Applicable Preferred Stock Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Subsection 2.4.2(c), the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the Redemption Price is not fully paid on such Redemption Date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors, including the Preferred Director Majority. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, Series C Preferred Stock or Series C-1 Preferred Stock (as applicable, the "**Conversion Stock**"), such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Conversion Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the shares of Conversion Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Preferred Stock, or

to his, her or its nominees, a certificate or certificates for the number of full shares of Conversion Stock issuable upon such conversion in accordance with the provisions hereof and, a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Conversion Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Conversion Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Conversion Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Conversion Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Conversion Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Applicable Preferred Stock Conversion Price below the then par value of the shares of Conversion Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Conversion Stock at such adjusted Applicable Preferred Stock Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Conversion Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Applicable Preferred Stock Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Conversion Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Conversion Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Conversion Stock in a name other than that in which the

shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Applicable Preferred Stock Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Series C Original Issue Date**" shall mean the date on which the first share of Series C Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively "**Exempted Securities**"):

(i) shares of Common Stock, Conversion Stock, Options or Convertible Securities issued as a dividend or distribution on, or upon the conversion of, Preferred Stock, and shares of Common Stock actually issued upon the exercise of such Options, or upon the conversion or exchange of such Convertible Securities or, in the case of Convertible Securities and Options therefor, upon the conversion or exchange of such Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsections 4.5, 4.6, 4.7 or 4.8 below, and shares of Common Stock actually issued upon the exercise of such Options, or upon the conversion or exchange of such Convertible Securities or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors, including the Preferred Director Majority, and shares of Common Stock actually issued upon the exercise or conversion of such Options, in each case provided such issuance is pursuant to the terms of such Option;

(iv) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors, including the Preferred Director Majority, and shares of Common Stock actually issued upon the exercise of such Options, or upon the conversion or exchange of such Convertible Securities or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; and

(v) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors, including the Preferred Director Majority, and shares of Common Stock issuable upon the exercise of such Options, or upon the conversion or exchange of such Convertible Securities or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security.

4.4.2 No Adjustment of Conversion Price. No adjustment in the Applicable Preferred Stock Conversion Price of a series of Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least a majority of the voting power of the then outstanding shares of such series of Preferred Stock (which, in the case of the Series C Preferred Stock, shall include the Required Series C Vote) agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series C Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Applicable Preferred Stock Conversion Price

pursuant to the terms of Subsection 4.4.4 below, are revised as a result of an amendment to such terms or if any other adjustment is made pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Applicable Preferred Stock Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Applicable Preferred Stock Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Applicable Preferred Stock Conversion Price to an amount which exceeds the lower of (i) the Applicable Preferred Stock Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Applicable Preferred Stock Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Applicable Preferred Stock Conversion Price pursuant to the terms of Subsection 4.4.4 below (either because the consideration per share (determined pursuant to Subsection 4.4.5 hereof) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Applicable Preferred Stock Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series C Original Issue Date), are revised after the Series C Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Applicable Preferred Stock Conversion Price pursuant to the terms of Subsection 4.4.4 below, the Applicable Preferred Stock Conversion Price shall be readjusted to such Applicable Preferred Stock Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Applicable Preferred Stock Conversion Price provided for in this Subsection 4.4.3(e) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3(e)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Applicable Preferred Stock Conversion Price that would result under the terms of this Subsection 4.4.3(e) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Applicable Preferred Stock Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Applicable Preferred Stock Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Applicable Preferred Stock Conversion Price in effect immediately prior to such issue, then the Applicable Preferred Stock Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = (CP_1 * (A + B)) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP_2" shall mean the Applicable Preferred Stock Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

(b) "CP_1" shall mean Applicable Preferred Stock Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issue or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors, including all Preferred Directors then serving on the Board of Directors and, prior to CFIUS Clearance, SoftBank; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received that is attributable to the Additional Shares of Common Stock, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors, including all Preferred Directors then serving on the Board of Directors and, prior to CFIUS Clearance, SoftBank.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Applicable Preferred Stock Conversion Price pursuant to the terms of Subsection 4.4.4 above and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Applicable Preferred Stock Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series C Original Issue Date effect a subdivision of the outstanding Common Stock, the Applicable Preferred Stock Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series C Original Issue Date combine the outstanding shares of Common Stock, the Applicable Preferred Stock Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Applicable Preferred Stock Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Applicable Preferred Stock Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Applicable Preferred Stock Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Applicable Preferred Stock Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.4, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsection 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible, in lieu of the Common Stock into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of the Common Stock issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors, including all Preferred Directors then serving on the Board of Directors and, prior to CFIUS Clearance, SoftBank) shall be made in the application of the provisions in this Section 4.8 with respect to the rights and interests thereafter of the holders of Preferred Stock, to the end that the provisions set forth in this Section 4.8 (including provisions with respect to changes in and other adjustments of the Applicable Preferred Stock Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock. For the avoidance of doubt, nothing in this Section 4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Applicable Preferred Stock Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than fifteen (15) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than fifteen (15) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Applicable Preferred Stock Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up or a Deemed Liquidation Event is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up or a Deemed Liquidation Event, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon the earlier of (a) the date and time, or the occurrence of an event, specified by vote or written consent of the holders representing the Required Vote (subject to the last sentence of this Subsection 5.1), (b) the closing of the sale of shares of Common

Stock to the public in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the **"Securities Act"**), on or prior to the first anniversary of the Series C Original Issue Date, provided that the price per each share of the Common Stock in such sale to the public is at least $4.81425 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and that such offering results in at least $100 million of gross proceeds to the Corporation and following such public offering the Common Stock is listed for trading on the New York Stock Exchange or the Nasdaq Stock Market, or (c) the closing of the sale of shares of Common Stock to the public in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act following the first anniversary of the Series C Original Issue Date, provided that the price per each share of the Common Stock in such sale to the public is at least $6.419 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and that such offering results in at least $100 million of gross proceeds to the Corporation and following such public offering the Common Stock is listed for trading on the New York Stock Exchange or the Nasdaq Stock Market (such an event in the foregoing (b) or (c), a "**QPO**") (the date and time specified or the time of the event specified in such vote or written consent pursuant to clause (a), (b) or (c) of this Section 5.1 above, as applicable, or the time of such closing, respectively, is referred to herein as the "**Mandatory Conversion Time**" and the resulting conversion of Preferred Stock pursuant to clause (a), (b) or (c) of this Section 5.1 above, as applicable, is referred to herein as a "**Mandatory Conversion"**), (A) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate thereof, and (B) such shares of Preferred Stock may not be reissued by the Corporation. Notwithstanding anything herein to the contrary, prior to CFIUS Clearance, the Series C Preferred Stock and Series C-1 Preferred Stock shall not be converted to Common Stock without the consent of SoftBank unless (and subject to any other required approvals) SoftBank's voting power of the Corporation's outstanding voting securities following the Mandatory Conversion is below the Voting Power Threshold (as defined below). If a Mandatory Conversion is proposed to be effected in accordance with clause (a) of the first sentence of this Subsection 5.1, and:

5.1.1 if such Mandatory Conversion is proposed to be made in connection with or in contemplation of a Deemed Liquidation Event that would result in per share proceeds to the holders of Series C Preferred Stock or Series C-1 Preferred Stock of less than $6.419 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), then such proposed Mandatory Conversion shall also require the Required Series C Vote; or

5.1.2 if such Mandatory Conversion is proposed to be made in connection with or in contemplation of the closing of the sale of shares of Common Stock to the public pursuant to an effective registration statement under the Securities Act either (i) on or before the first anniversary of the Series C Original Issue Date at a price per of Common Stock in such sale to the public of less than $4.81425 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) or (ii) following the first anniversary of the Series C Original Issue Date at a price per of Common Stock in such sale to the public of less than $6.419 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), then in each case such proposed Mandatory Conversion shall also require the Required Series C Vote.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. At the Mandatory Conversion Time, all outstanding shares of Preferred Stock shall be deemed to have been converted into shares of Common Stock (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), which shall be deemed to be outstanding of record as of such time, and all rights with respect to the Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the last sentence of this Subsection 5.2, and to receive payment of any dividends accrued and declared but unpaid thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted.

5.3 Effect of Mandatory Conversion. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

5.4 Special Series C-1 Preferred Stock and Series C Preferred Stock Conversion.

5.4.1 Subject to and in compliance with the provisions of this Section 5, any shares of Series C Preferred Stock and Series C-1 Preferred Stock may, at the option of the holder, be converted at any time into an equal number of fully-paid and nonassessable shares of Series C-1 Preferred Stock or Series C Preferred Stock, respectively.

5.4.2 Upon receipt of CFIUS Clearance, each share of Series C-1 Preferred Stock shall be automatically converted into one fully paid and non-assessable share of Series C Preferred Stock.

5.4.3 If at any time prior to receipt of CFIUS Clearance, the aggregate number of shares of Preferred Stock and Common Stock (the "**Combined Shares**") held by SoftBank represents more than 9.99% of the combined voting power of the Corporation's outstanding voting securities (the "**Voting Power Threshold**"), then, immediately prior to such occurrence, the minimum number of shares of Series C Preferred Stock then held by SoftBank shall be automatically converted into an equal number of fully paid and non-assessable shares of Series C-1 Preferred Stock in order to ensure that the Combined Shares then held by SoftBank immediately after such conversion represents no more than the Voting Power Threshold.

5.4.4 Following receipt of CFIUS Clearance, this corporation shall not issue any additional shares of Series C-1 Preferred Stock.

6. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

7. Waiver. Except as expressly set forth herein, any of the rights, powers, preferences and other terms of any series of Preferred Stock set forth herein may be waived on behalf of all holders of such series of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of such series of Preferred Stock then outstanding (which, in the case of the Series C Preferred Stock, shall include the Required Series C Vote).

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one vote on each matter presented to the Board of Directors; provided, however, that, so long as the holders of any series of Preferred Stock are entitled to elect a Preferred Director, the affirmative vote of the Preferred Director Majority (as defined in the Investors' Rights Agreement (as defined below)) shall be required for the authorization by the Board of Directors of any of the matters set forth in Section 5.4 of the Second Amended and Restated Investors' Rights Agreement, dated on or about the Series C Original Issue Date, by and among the Corporation and the other parties thereto, as such agreement may be amended from time to time (the "**Investors' Rights Agreement**").

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not (a) adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification, or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such amendment, repeal or modification.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity (as defined below). An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries ((i) and (ii) collectively, "**Covered**

Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation. Any repeal or modification of this Article Eleventh will only be prospective and will not affect the rights under this Article Eleventh in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

* * *

3: That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

4: That this Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Third Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 18th day of December, 2018.

By: /s/ Sanjiv Patel
Name: Sanjiv Patel
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO CHARTER]

Exhibit 3.3

BY-LAWS

OF

ALLOSTERY, INC.
(the "Corporation")

1. Stockholders

(a) Annual Meeting. The annual meeting of stockholders shall be held for the election of directors each year at such place, date and time as shall be designated by the Board of Directors. Any other proper business may be transacted at the annual meeting. If no date for the annual meeting is established or said meeting is not held on the date established as provided above, a special meeting in lieu thereof may be held or there may be action by written consent of the stockholders on matters to be voted on at the annual meeting, and such special meeting or written consent shall have for the purposes of these By-laws or otherwise all the force and effect of an annual meeting.

(b) Special Meetings. Special meetings of stockholders may be called by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, a President, or by the Board of Directors, but such special meetings may not be called by any other person or persons. The call for the meeting shall state the place, date, hour and purposes of the meeting. Only the purposes specified in the notice of special meeting shall be considered or dealt with at such special meeting.

(c) Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting, and, in the case of a special meeting, the purpose or purposes of the meeting, shall be given by the Secretary (or other person authorized by these By-laws or by law) not less than ten (10) nor more than sixty (60) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, under the Certificate of Incorporation or under these By-laws is entitled to such notice. If mailed, notice is given when deposited in the mail, postage prepaid, directed to such stockholder at such stockholder's address as it appears in the records of the Corporation. Without limiting the manner by which notice otherwise may be effectively given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law (the "DGCL").

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(d) Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. The stockholders present at a duly constituted meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to reduce the voting shares below a quorum.

(e) Voting and Proxies. Except as otherwise provided by the Certificate of Incorporation or by law, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one (1) vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by either written proxy or by a transmission permitted by Section 212(c) of the DGCL, but no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period or is irrevocable and coupled with an interest. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting.

(f) Action at Meeting. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock voting on such matter except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. Any election of directors by stockholders shall be determined by a plurality of the votes cast, except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. The Corporation shall not directly or indirectly vote any share of its own stock; provided, however, that the Corporation may vote shares which it holds in a fiduciary capacity to the extent permitted by law.

(g) Presiding Officer. Meetings of stockholders shall be presided over by the Chairman of the Board, if one is elected, or in his or her absence, the Vice Chairman of the Board, if one is elected, or if neither is elected or in their absence, a President. The Board of Directors shall have the authority to appoint a temporary presiding officer to serve at any meeting of the stockholders if the Chairman of the Board, the Vice Chairman of the Board or a President is unable to do so for any reason.

(h) Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the presiding officer of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for

maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the presiding officer of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(i) Action without a Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted by law to be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office, by hand or by certified mail, return receipt requested, or to the Corporation's principal place of business or to the officer of the Corporation having custody of the minute book. Every written consent shall bear the date of signature and no written consent shall be effective unless, within sixty (60) days of the earliest dated consent delivered pursuant to these By-laws, written consents signed by a sufficient number of stockholders entitled to take action are delivered to the Corporation in the manner set forth in these By-laws. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(j) Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 1(j) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting in the manner provided by law. The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

2. Directors

(a) Powers. The business of the Corporation shall be managed by or under the direction of a Board of Directors who may exercise all the powers of the Corporation except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

(b) Number and Qualification. Unless otherwise provided in the Certificate of Incorporation or in these By-laws, the number of directors which shall constitute the whole board shall be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

(c) Vacancies; Reduction of Board. A majority of the directors then in office, although less than a quorum, or a sole remaining Director, may fill vacancies in the Board of Directors occurring for any reason and newly created directorships resulting from any increase in the authorized number of directors. In lieu of filling any vacancy, the Board of Directors may reduce the number of directors.

(d) Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, directors shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) Removal. To the extent permitted by law, a director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of directors.

(f) Meetings. Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called, orally or in writing, by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, the President, or by two or more Directors, designating the time, date and place thereof. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

(g) Notice of Meetings. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one (1) of the directors calling the meeting. Notice shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such director's business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to such director's business or home address at least forty-eight (48) hours in advance of the meeting.

(h) Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

(i) Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, unless otherwise provided in the following sentence, a majority of the directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Certificate of Incorporation or by these By-laws. So long as there are two (2) or fewer Directors, any action to be taken by the Board of Directors shall require the approval of all Directors.

(j) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(k) Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, establish one (1) or more committees, each committee to consist of one or more directors. The Board of Directors may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these By-laws.

Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in these By-laws for the Board of Directors. All members of such committees shall hold their committee offices at the pleasure of the Board of Directors, and the Board may abolish any committee at any time.

3. Officers

(a) Enumeration. The officers of the Corporation shall consist of one (1) or more Presidents (who, if there is more than one (1), shall be referred to as Co-Presidents), a Treasurer, a Secretary, and such other officers, including, without limitation, a Chief Executive Officer and one (1) or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board.

(b) Election. The Presidents, Treasurer and Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

(c) Qualification. No officer need be a stockholder or Director. Any two or more offices may be held by the same person. Any officer may be required by the Board of Directors to give bond for the faithful performance of such officer's duties in such amount and with such sureties as the Board of Directors may determine.

(d) Tenure. Except as otherwise provided by the Certificate of Incorporation or by these By-laws, each of the officers of the Corporation shall hold office until the first meeting of the Board of Directors following the next annual meeting of stockholders and until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. Any officer may resign by delivering his or her written resignation to the Corporation, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) Removal. The Board of Directors may remove any officer with or without cause by a vote of a majority of the directors then in office.

(f) Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

(g) Chairman of the Board and Vice Chairman. Unless otherwise provided by the Board of Directors, the Chairman of the Board of Directors, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Unless otherwise provided by the Board of Directors, in the absence of the Chairman of the Board, the Vice Chairman of the Board, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Vice Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

(h) Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

(i) Presidents. The Presidents shall, subject to the direction of the Board of Directors, each have general supervision and control of the Corporation's business and any action that would typically be taken by a President may be taken by any Co-President. If there is no Chairman of the Board or Vice Chairman of the Board, a President shall preside, when present, at all meetings of stockholders and the Board of Directors. The Presidents shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

(j) Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

(k) Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Board of Directors may otherwise provide. The Treasurer shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

(l) Secretary and Assistant Secretaries. The Secretary shall record the proceedings of all meetings of the stockholders and the Board of Directors (including committees of the Board) in books kept for that purpose. In the absence of the Secretary from any such meeting an Assistant Secretary, or if such person is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation) and shall have such other duties and powers as may be designated from time to time by the Board of Directors.

Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time designate.

(m) Other Powers and Duties. Subject to these By-laws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these By-laws, such duties and powers as are customarily incident to such officer’s office, and such duties and powers as may be designated from time to time by the Board of Directors.

4. Capital Stock

(a) Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by a President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. Such signatures may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one (1) class or series of stock shall contain such legend with respect thereto as is required by law. The Corporation shall be permitted to issue fractional shares.

(b) Transfers. Subject to any restrictions on transfer, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

(c) Record Holders. Except as may otherwise be required by law, by the Certificate of Incorporation or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the Corporation of such stockholder's post office address.

(d) Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not precede the date on which it is established, and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, more than ten (10) days after the date on which the record date for stockholder consent without a meeting is established, nor more than sixty (60) days prior to any other action. In such case only stockholders of record on such record date shall be so entitled notwithstanding any transfer of stock on the books of the Corporation after the record date.

If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, (ii) the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this state, to its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded, and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(e) Lost Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

5. Indemnification

(a) Definitions. For purposes of this Section 5:

(i) "Corporate Status" describes the status of a person who is serving or has served (A) as a Director of the Corporation, (B) as an Officer of the Corporation, (C) as a Non-Officer Employee of the Corporation, or (D) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity for which such person is or was serving at the request of the Corporation. For purposes of this Section 5(a)(i), a Director, Officer or Non-Officer Employee of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person's activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(ii) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(iii) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(iv) "Expenses" means all reasonable attorneys fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(v) "Liabilities" means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

(vi) "Non-Officer Employee" means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(vii) "Officer" means any person who serves or has served the Corporation as an officer of the Corporation appointed by the Board of Directors of the Corporation;

(viii) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(ix) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

(b) Indemnification of Directors and Officers. Subject to the operation of Section 5(d) of these By-laws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), and to the extent authorized in subsections (i) through (iv) of this Section 5(b).

(i) Actions, Suits and Proceedings Other than By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director's or Officer's behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Corporation), which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(ii) Actions, Suits and Proceedings By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses that are incurred by such Director or Officer or on such Director's or Officer's behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Corporation, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be

made under this Section 5(b)(ii) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent that, the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Director or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

(iii) Survival of Rights. The rights of indemnification provided by this Section 5(b) shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(iv) Actions by Directors or Officers. Notwithstanding the foregoing, the Corporation shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce such Officer's or Director's rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

(c) Indemnification of Non-Officer Employees. Subject to the operation of Section 5(d) of these By-laws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee's behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee's Corporate Status, if such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 5(c) shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Corporation.

(d) Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Section 5 to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (i) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (ii) a

committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (iii) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (iv) by the stockholders of the Corporation.

(e) Advancement of Expenses to Directors Prior to Final Disposition.

(i) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within thirty (30) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Corporation shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (A) authorized by the Board of Directors of the Corporation, or (B) brought to enforce such Director's rights to indemnification or advancement of Expenses under these By-laws.

(ii) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within thirty (30) days after receipt by the Corporation of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Section 5 shall not be a defense to an action brought by a Director for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(iii) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

(f) Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(i) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such person is

involved by reason of his or her Corporate Status as an Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(ii) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

(g) Contractual Nature of Rights.

(i) The provisions of this Section 5 shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Section 5 is in effect, in consideration of such person's past or current and any future performance of services for the Corporation. Neither amendment, repeal or modification of any provision of this Section 5 nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Section 5 shall eliminate or reduce any right conferred by this Section 5 in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Section 5 shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

(ii) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within sixty (60) days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Section 5 shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(iii) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

(h) Non-Exclusivity of Rights. The rights to indemnification and advancement of Expenses set forth in this Section 5 shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise.

(i) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person's Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Section 5.

(j) Other Indemnification. The Corporation's obligation, if any, to indemnify or provide advancement of Expenses to any person under this Section 5 as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "Primary Indemnitor"). Any indemnification or advancement of Expenses under this Section 5 owed by the Corporation as a result of a person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

6. Miscellaneous Provisions

(a) Fiscal Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall end on December 31 of each year.

(b) Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

(c) Execution of Instruments. Subject to any limitations which may be set forth in a resolution of the Board of Directors, all deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by, a President, or by any other officer, employee or agent of the Corporation as the Board of Directors may authorize.

(d) Voting of Securities. Unless the Board of Directors otherwise provides, a President, any Vice President or the Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this Corporation.

(e) Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

(f) Corporate Records. The original or attested copies of the Certificate of Incorporation, By-laws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock and transfer records, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, shall be kept at the principal office of the Corporation, at the office of its counsel, or at an office of its transfer agent.

(g) Certificate of Incorporation. All references in these By-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.

(h) Amendments. These By-laws may be altered, amended or repealed, and new By-laws may be adopted, by the stockholders or by the Board of Directors; provided, that (a) the Board of Directors may not alter, amend or repeal any provision of these By-laws which by law, by the Certificate of Incorporation or by these By-laws requires action by the stockholders and (b) any alteration, amendment or repeal of these By-laws by the Board of Directors and any new By-law adopted by the Board of Directors may be altered, amended or repealed by the stockholders.

(i) Waiver of Notice. Whenever notice is required to be given under any provision of these By-laws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

Adopted: May 4, 2015

Execution Version

RELAY THERAPEUTICS, INC.

SECOND AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

THIS SECOND AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (this "**Agreement**") is made as of December 19, 2018, by and among Relay Therapeutics, Inc., a Delaware corporation (the "**Company**"), each investor listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Preferred Investor**", and the stockholders that are now or in the future listed on Schedule B hereto, if any, which are referred to in this Agreement as the "**Common Investor**", and together with the Preferred Investors, each an "**Investor**" and collectively, the "**Investors**".

RECITALS:

WHEREAS, certain of the Investors (the "**Existing Investors**") hold shares of the Company's Preferred Stock and/or shares of Common Stock issued upon conversion thereof and possess registration rights, information rights, rights of first offer, and other rights pursuant to an Amended and Restated Investors' Rights Agreement dated as of December 8, 2017, as amended to date (the "**Prior Agreement**");

WHEREAS, the Existing Investors signatory hereto are holders of a majority of the Registrable Securities (as defined in the Prior Agreement) of the Company and include at least one Major B Holder (as defined in the Prior Agreement), and desire to amend and restate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, certain of the Investors are parties to that certain Series C Preferred Stock Purchase Agreement dated November 12, 2018 between the Company and such Investors (as the same may be amended or restated from time to time, the "**Purchase Agreement**"), under which certain of the Company's and such Investor's obligations are conditioned upon the execution and delivery of this Agreement by such Investors, Existing Investors holding a majority of the Registrable Securities (as defined in the Prior Agreement), including at least one Major B Holder (as defined in the Prior Agreement), and the Company.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**Affiliate**" means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including, without limitation, any partner, officer, director, member, manager or employee of such specified Person and any registered investment company, venture capital or other investment fund now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or is under common investment management or shares the same management company or investment advisor with, such specified Person. Third Rock Ventures IV, L.P., Third Rock Ventures III, L.P. and the Company shall not be deemed to be Affiliates for the purposes of this Agreement. Notwithstanding anything to the contrary in this Agreement, for purpose of this Agreement, D. E. Shaw & Co., L.P.,

D. E. Shaw & Co., L.L.C., D. E. Shaw & Co., Inc., and/or Schrödinger, Inc. and/or any other Person directly or indirectly under the control of D. E. Shaw & Co., L.P., D. E. Shaw & Co., L.L.C., D. E. Shaw & Co., Inc. and/or Schrödinger, Inc. (including without limitation any investment fund managed and/or advised by any such entities or their subsidiaries) shall not be deemed to be Affiliates of Picularium, LLC.

1.2 **"Board of Directors"** means the Company's Board of Directors.

1.3 "**Business Day**" means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in Boston, Massachusetts and San Francisco, California.

1.4 "**BVF**" means Biotechnology Value Fund LP, together with its Affiliates.

1.5 "**Casdin**" means Casdin Partners Master Fund, L.P.

1.6 "**Certificate of Incorporation**" means the Company's Third Amended and Restated Certificate of Incorporation, as the same may be amended, restated or otherwise modified from time to time.

1.7 "**Common Stock**" means shares of the Company's common stock, par value $0.001 per share.

1.8 "**Competitor**" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in activities or a line of business that are directly or indirectly competitive with Company's business as then conducted or as then proposed to be conducted, but shall not include (i) any financial investment firm or collective investment vehicle that solely by virtue of its ownership (and/or its Affiliates' ownership) of an equity interest that is less than twenty percent (20%) of the outstanding equity in any Competitor and is held solely for investment purposes, (ii) GV 2017, L.P. or any of its affiliated funds, (iii) SoftBank, (iv) any of the LP Investors, (v) Casdin, or (vi) Perceptive and its Affiliates. Notwithstanding the foregoing, for purposes of this definition, (i) D. E. Shaw Research, LLC shall not be deemed a Competitor unless D. E. Shaw Research, LLC exercises its rights under (and in accordance with) Section 4.1(b)(ii) of the Collaboration Agreement dated August 17, 2016 by and between D. E. Shaw Research, LLC and the Company, as amended by Amendment No. 1 thereto, dated June 11, 2018, and Amendment No. 2 thereto, dated September 29, 2018 (as the same may be further amended from time to time, the "**Collaboration Agreement**"), releasing D. E. Shaw Research, LLC from its exclusivity obligations with respect to a Category 1 Target (as defined in the Collaboration Agreement), and (ii) Picularium, LLC shall not be deemed a Competitor unless D. E. Shaw Research, LLC is deemed to be a Competitor hereunder. For the avoidance of doubt, in no event shall Picularium, LLC be deemed a Competitor by reason of any activities, operations or attributes of Schrödinger, Inc. and/or because of Picularium, LLC's direct or indirect relationship to Schrödinger, Inc.

1.9 "**Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other

federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.10 "**Deemed Liquidation Event**" shall have the meaning given to such term in the Certificate of Incorporation.

1.11 "**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.12 "**EcoR1**" means EcoR1 Capital Fund, L.P., together with its Affiliates.

1.13 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.14 "**Excluded Registration**" means (i) a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; or (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities.

1.15 "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.16 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof, any successor registration form under the Securities Act subsequently adopted by the SEC or any other registration form under the Securities Act adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.17 "**GAAP**" means generally accepted accounting principles in the United States.

1.18 "**Holder**" means any holder of Registrable Securities who is a party to this Agreement.

1.19 "**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

1.20 "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

1.21 "**IPO**" means the Company's first underwritten public offering of its Common Stock under the Securities Act.

1.22 "**Key Employee**" means (i) any executive-level employee of the Company (including division director and Vice President level positions), and (ii) any employee of the Company or individual consultant engaged by the Company who either alone or in concert with others develops, invents, programs or designs any Company Intellectual Property (as defined in the Purchase Agreement). For the avoidance of doubt, no employee of or consultant to D. E. Shaw Research, LLC or any other entity directly or indirectly controlling or under the control of D. E. Shaw Research, LLC shall be, or shall be deemed to be, a Key Employee or an employee of the Company, except as the Company and D. E. Shaw Research, LLC may otherwise agree in a written agreement executed by duly authorized officers or members of the Company and D. E. Shaw Research, LLC.

1.23 "**Major Investor**" means (i) any Preferred Investor that, individually or together with such Investor's Affiliates, holds at least 4,000,000 shares of Registrable Securities (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization occurring after the date of the Purchase Agreement), (ii) Schrödinger, Inc., solely for purposes of Sections 3.1(a) through (c), for so long as it holds shares of Common Stock and (iii) each LP Investor (as defined below) for so long as such LP Investor holds at least fifty percent (50%) of the shares of Series C Preferred Stock held by it immediately following the Closing (as defined in the Purchase Agreement).

1.24 "**New Securities**" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.25 "**LP Investors**" means, collectively, each of PH Investments, LLC, SCubed Capital, LLC, Sobrato Family Holdings, LLC, Harvard Management Private Equity Corporation, Portland Magenta EP, LLC, Portland Magenta PIA, LLC and Fifth Avenue Private Equity 14 LLC.

1.26 "**Perceptive**" means Perceptive Life Sciences Master Fund, Ltd.

1.27 "**Person**" means any individual, firm, corporation, partnership, trust, joint venture, limited liability company, association or other entity.

1.28 "**Preferred Directors**" means, collectively, the Series A Director, the Series B Director and the Series C Director.

1.29 "**Preferred Director Majority**" means a majority of the Preferred Directors then serving on the Board of Directors.

1.30 "**Preferred Stock**" means, collectively, the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock.

1.31 "**QPO**" shall have the meaning set forth in the Certificate of Incorporation.

1.32 "**Registrable Securities**" means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock, or (ii) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company, held by the Investors or acquired by the Investors after the date hereof; and (iii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above; provided that, (A) in all cases, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 6.1 shall cease to be Registrable Securities, and (B) for purposes of Section 2, any Registrable Securities for which registration rights have terminated pursuant to Section 2.13 of this Agreement shall cease to be Registrable Securities.

1.33 "**Registrable Securities then outstanding**" means the number of shares at a point in time determined by adding the number of shares of outstanding Common Stock that are Registrable Securities at such time and the number of shares of Common Stock issuable (directly or indirectly) at such time pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.34 "**Restricted Securities**" means the securities of the Company required to bear the legend set forth in Section 2.12(b) hereof.

1.35 "**SEC**" means the Securities and Exchange Commission.

1.36 "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act, or any successor provisions.

1.37 "**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act, or any successor provisions.

1.38 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.39 "**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Section 2.6.

1.40 "**Series A Director**" means the director of the Company that the holders of record of the Series A Preferred Stock are entitled to elect pursuant to the Certificate of Incorporation, exclusively and as a separate class.

1.41 "**Series A Preferred Stock**" means shares of the Company's Series A Preferred Stock, par value $0.001 per share.

1.42 "**Series B Director**" means the director of the Company that the holders of record of the Series B Preferred Stock are entitled to elect pursuant to the Certificate of Incorporation, exclusively and as a separate class.

1.43 "**Series B Preferred Stock**" means shares of the Company's Series B Preferred Stock, par value $0.001 per share.

1.44 **"Series C Director**" means the director of the Company that the holders of record of the Series C Preferred Stock are entitled to elect pursuant to the Certificate of Incorporation, exclusively and as a separate class.

1.45 "**Series C Preferred Stock**" means shares of the Company's Series C Preferred Stock, par value $0.001 per share.

1.46 "**Series C-1 Preferred Stock**" means shares of the Company's Series C-1 Preferred Stock, par value $0.001 per share.

1.47 "**SoftBank**" means SoftBank Vision Fund, L.P. and its Affiliates.

1.48 "**Stockholders Agreement**" means the Second Amended and Restated Stockholders Agreement dated as of the date hereof, by and among the Company, the Investors, and Key Holders (as defined therein), as the same may be amended, restated or otherwise modified from time to time.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. Beginning upon the earlier of (i) five (5) years after the date of this Agreement or (ii) six (6) months after the effective date of the registration statement for the IPO, if the Company receives a request from Holders of at least a majority of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement with respect to at least a majority of the Registrable Securities then outstanding, having the anticipated aggregate offering amount of at least $7.5 million, then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days after the date the Demand Notice is given, and in each case, subject to the limitations of Section 2.1(c) and Section 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of at least ten percent (10%) of the Registrable Securities then outstanding that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering amount, net of Selling Expenses, of at least $1.0 million, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Section 2.1(c) and Section 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Section 2.1(c) a certificate signed by the Company's chief executive officer or other most senior executive officer then in office stating that in the good faith judgment of the Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than one hundred twenty (120) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period, nor shall the Company invoke this right more than twice in all periods; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during either one hundred twenty (120) day period other than an Excluded Registration.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2.1(a), (i) if it delivers notice to the Holders within thirty (30) days after any registration request of its intent to file a registration statement for a public offering within ninety (90) days; (ii) during the period that is one hundred eighty (180) days after commencing a Company-initiated registration; (iii) after the Company has effected two (2) registrations pursuant to Section 2.1(a); or (iv) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2.1(b) if the Company has effected two (2) registrations pursuant to Section 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this

Section 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration (other than as a result of a material adverse change to the Company), elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Section 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Section 2.1(d).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its Common Stock under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Section 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Section 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Board of Directors and shall be reasonably acceptable to the Initiating Holders holding a majority of the Registrable Securities held by the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Section 2.3, if the managing underwriter(s) advise the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder, or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Section 2.2, the Company shall not be required to include any of the Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder (that such selling Holder requested to be registered) or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below thirty percent (30%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the provision in this Section 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

(c) For purposes of Section 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Section 2.3(a) and (b), less than the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

2.4 Obligations of the Company.

Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such

registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-1 or Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended for up to three (3) years, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the

Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements, not to exceed $60,000, of one counsel for the selling Holders ("**Selling Holder Counsel**") selected by the Holders of a majority of the Registrable Securities, shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Section 2.1(a) or Section 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information, then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Section 2.1(a) or Section 2.1(b), as the case may be. All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, Affiliates and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls or is under common control with such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, partner, member, officer, director, Affiliate, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall any indemnity or contribution under this Section 2.8(b) or under Section 2.8(d) exceed, in the aggregate, the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the

defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Section 2.8, when combined with the amounts paid or payable by such Holder pursuant to Section 2.8, exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Section 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (i) to include such securities in any registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number of the Registrable Securities of the Holders that are included or (ii) to demand registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Section 6.9.

2.11 "Market Stand-off" Agreement.

Each Holder hereby agrees that, if required by the managing underwriter, it will not, during the period commencing on the date of the final prospectus relating to the IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) (the "**Lock Up Period**"), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 2.11 shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, shall not apply to shares purchased in the IPO or after the IPO, and shall be applicable to the Holders only if all officers, directors, and stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock) are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 2.11 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 2.11 or that are necessary to give further effect thereto. The Company agrees to use its reasonable efforts to obtain the agreement of the managing underwriter to periodic early releases of portions of the securities subject to such lock-up agreements upon the request of a Holder to such early release, provided that in the event of any early release, all Holders will be released on a pro rata basis from such agreements. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements; provided, however, that no such pro-rata waiver or termination will be triggered in connection with a discretionary waiver or termination in connection with any primary and/or secondary follow-on public offering of shares of Common Stock pursuant to a registration statement on Form S-1 (a "**Follow-on Offering**") that is filed with the SEC during the Lock Up Period so long as such Holder has been given the opportunity to participate in such Follow-on Offering on the same terms as any other equity holders participating in such Follow-on Offering.

2.12 Restrictions on Transfer.

(a) The Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Stock or the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate or instrument representing (i) the Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Section 2.12(c)) be stamped or otherwise imprinted with a legend substantially in the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.
>
> THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Section 2.12.

(c) The holder of each certificate or instrument representing Restricted Securities, by acceptance thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration provided that each transferee agrees in writing to be subject to the terms of

this Section 2.12 or (y) in any transaction in compliance with SEC Rule 144. Each certificate or instrument evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Section 2.12(b), except that such certificate shall not bear such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Section 2.1 or Section 2.2 shall terminate upon the earliest to occur of:

(a) the closing of a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation;

(b) such time after the IPO as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three-month period without registration; and

(c) the fifth (5^{th}) anniversary of the IPO.

3. Information.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor the required items listed below, provided that the Board of Directors has not reasonably determined that such Major Investor is a Competitor of the Company.

(a) as soon as practicable, but in any event within forty-five (45) days after the end of each fiscal year of the Company, unaudited statements of income and of cash flows for such fiscal year, and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal year, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(b) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements audited and certified by independent public accountants of nationally recognized standing selected by the Company and approved by the Board of Directors, including the Preferred Director Majority;

(c) as soon as practicable but in any event within forty-five (45) days after the end of each quarter of each fiscal year of the Company, unaudited statements of income and of cash flows for such fiscal quarter, and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(d) as soon as practicable, but in any event within thirty (30) days after the end of each month, an unaudited income statement and statement of cash flows for such month, and an unaudited balance sheet and statement of stockholders' equity as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(e) as soon as practicable, but in any event within forty-five (45) days after the end of each quarter of each fiscal year of the Company and within thirty (30) days after a change in the Company's fully diluted capitalization, or upon request by a Major Investor, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit each Major Investor to calculate their respective percentage equity ownership in the Company, and certified by the chief financial officer or chief executive officer of the Company as being true, complete, and correct;

(f) as soon as practicable, but in any event within thirty (30) days before the end of each fiscal year, a budget and business plan for the next fiscal year, forecasting the Company's revenue, expenses, capital expenditures and cash position on a monthly basis (collectively, the "**Budget**"), approved by the Board of Directors, including the Preferred Director Majority, and prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company;

(g) as soon as practicable, but in any event within thirty (30) days upon receipt of a written request from a Major Investor, unaudited monthly financial statements in a form reasonably agreed with such Major Investors; and

(h) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 3.1 to provide information (i) that the Company reasonably determines in good faith to be a trade secret, confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company), or otherwise includes software or technology the release of which to the Major Investor would require a specific license under applicable export control laws; or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Section 3.1 to the contrary, the Company may cease providing the information set forth in this Section 3.1 during the period starting with the date thirty (30) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Section 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

Notwithstanding anything to the contrary herein, in the event that Picularium, LLC is deemed to be a Competitor, for so long as it remains a Major Investor, Picularium, LLC shall be entitled to receive the materials described in Sections 3.1(a), 3.1(b) and 3.1(e).

3.2 Inspection. The Company shall permit each Major Investor (provided that such Major Investor is not a Competitor of the Company as reasonably determined by the Board of Directors), at such Major Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Section 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret, confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company), otherwise includes software or technology the release of which to the Major Investor would require a specific license under export control laws; or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.3 Observer Rights. After CFIUS Clearance, as long as SoftBank owns any Registrable Securities, the Company shall invite a representative of SoftBank to attend all scientific sessions of meetings of the Board of Directors in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors relating to such sessions at the same time and in the same manner as provided to such directors; *provided, however*, that such representative shall agree to hold in confidence and trust with respect to all information so provided; and *provided further*, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting would reasonably be expected to adversely affect the attorney-client privilege between the Company and its counsel or result in a conflict of interest.

3.4 Termination of Information and Observer Rights. The covenants set forth in Sections 3.1, 3.2 and 3.3 shall terminate and be of no further force or effect upon the earliest to occur of (i) immediately before, but subject to, the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event that, in the case of SoftBank, results in SoftBank receiving solely cash, publicly traded securities or some combination thereof in connection with such Deemed Liquidation Event.

3.5 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 3.5 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, advisors and other professionals (collectively, "**Representatives**") to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 3.5; (iii) in the ordinary course of business to any existing or prospective, direct or indirect, Affiliate of such Investor or any existing or prospective, direct or indirect, investor in any fund or vehicle managed by such Investor or an Affiliate, or any partner, member, stockholder, or wholly owned subsidiary of such Investor and any Representatives, employees or Affiliates of any of the foregoing, provided that such Investor informs any such recipient that such information is confidential and directs such recipient to maintain the confidentiality of such information; (iv) as may otherwise be required by law or securities exchange regulations or at the request of a regulatory authority, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure; or (v) in the case of SoftBank, and without limiting the foregoing to the following: (A) the manager and sub-advisers of SoftBank, (B) the general partner of SoftBank, (C) the committees of SoftBank Investment Advisers (US) Inc. and SoftBank Investment Advisers (UK), Ltd., (D) SoftBank's existing and prospective limited partners, and (E) existing and prospective lenders to SoftBank or its Affiliates.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Section 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it among itself and its Affiliates in such proportions as it deems appropriate, provided that each such Affiliate (x) is not a Competitor of the Company as reasonably determined by the Board of Directors, and (y) agrees to enter into this Agreement and the Stockholders Agreement of even date herewith among the Company, the Investors and the other parties named therein, as an "**Investor**" under each such agreement.

(a) The Company shall give notice (the "**Offer Notice**") to each Major Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Major Investor may elect to purchase or otherwise acquire, at the price

and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock then held by such Major Investor (including all shares of Common Stock then issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held by such Major Investor) bears to the total number of shares of Common Stock of the Company then outstanding (assuming full conversion and/or exercise, as applicable, of all Preferred Stock and other Derivative Securities) (the "**Pro Rata Amount**"). At the expiration of such twenty (20) day period, the Company shall promptly notify SoftBank of any other Major Investor's failure to elect to purchase or acquire all of the shares available to such Major Investor. During the ten (10) day period commencing after the Company has given such notice, SoftBank may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, some or all of the New Securities for which Major Investors were entitled to subscribe, but that were not subscribed for by the Major Investors. The closing of any sale pursuant to this Section 4.1(b) shall occur within the later of one hundred twenty (120**)** days after the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Section 4.1(c).

(c) If fewer than all New Securities referred to in the Offer Notice are elected to be purchased or acquired as provided in Section 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Section 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Investors in accordance with this Section 4.1.

(d) The right of first offer in this Section 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Certificate of Incorporation), and (ii) shares of Common Stock issued in the IPO.

(e) The rights of the Major Investors to purchase New Securities under this Section 4.1 may be modified or waived in accordance with Section 6.6.

(f) Until CFIUS Clearance (as defined in the Purchase Agreement) has been obtained, if SoftBank exercises its rights pursuant to this Section 4.1, the Company agrees to take all actions necessary to restructure the closing of any purchase by SoftBank of New Securities (a "**ROFO Closing**") to ensure that SoftBank receives securities in such ROFO Closing that have equivalent rights, preferences and privileges to, and are pari passu in all respects with, the New Securities, except with such reduced voting rights as and to the extent necessary to ensure that all shares of voting securities owned by SoftBank after a ROFO Closing do not possess greater than 9.99% of the combined voting power of the Company's outstanding voting securities. To the extent the actions contemplated by this Subsection 4.1(f) result in any delay, the time periods set forth in this Section 4.1 shall be tolled by the amount of such delay.

4.2 Termination. The covenants set forth in Section 4.1 shall terminate and be of no further force or effect upon the earliest to occur of (i) immediately before, but subject to, the consummation of the QPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event.

5. Additional Covenants.

5.1 Insurance. Within 90 days after the date of this Agreement, the Company shall obtain from financially sound and reputable insurers Directors and Officers Errors and Omissions insurance in an amount satisfactory to the Board of Directors, including the Preferred Director Majority, which amount shall not be less than $5,000,000. The Company will use commercially reasonable efforts to cause such insurance policy to be maintained until such time as the Board of Directors, including the Preferred Director Majority, determines that such insurance should be discontinued.

5.2 Employee Agreements. The Company will cause (a) each individual now or hereafter employed by it or by any subsidiary (or engaged by the Company or any subsidiary as an individual consultant/independent contractor) with access to confidential information and/or trade secrets to enter into a nondisclosure and proprietary rights assignment agreement and (b) each Key Employee to enter into a one (1) year noncompetition and nonsolicitation agreement, or as otherwise permitted by law, substantially in the form approved by the Board of Directors, including the Preferred Director Majority. In addition, the Company shall not amend, modify, terminate, waive, or otherwise alter, in whole or in part, any of the above-referenced agreements or any restricted stock agreement between the Company and any employee, without the approval by the Board of Directors, including the Preferred Director Majority.

5.3 Employee Vesting. Unless otherwise approved by the Board of Directors, which approval shall include the Preferred Director Majority, all current and future employees and consultants of the Company who purchase, receive options to purchase, or receive awards of shares of the Company's capital stock after the date hereof shall be required to execute restricted stock or option agreements, as applicable, providing for (a) vesting of shares, not faster than over a four (4) year period, with the first twenty-five percent (25%) of such shares vesting following twelve (12) months of continued employment or service, and the remaining shares vesting in equal quarterly installments over the following three (3) years, and (b) a market stand-off provision substantially similar to that in Section 2.11. In addition, unless otherwise approved by the Board of Directors, including the Preferred Director Majority, the Company shall retain (and not waive) a "right of first refusal" on employee transfers of shares of Common Stock until the Company's IPO and shall have the right to repurchase unvested shares at cost upon termination of employment of a holder of restricted stock.

5.4 Matters Requiring Investor Director Approval. So long as any shares of Preferred Stock remain outstanding, the Company hereby covenants and agrees with each of the Preferred Investors that it shall not, without first obtaining the approval of the Board of Directors, which approval must include the affirmative vote of the Preferred Director Majority; provided, however, that solely with respect to Subsection 5.4(j), prior to CFIUS clearance, the term "Preferred Director Majority" means any two of the following: the Series A Director, the Series B Director (as defined below), and SoftBank:

(a) make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(b) make, or permit any subsidiary to make, any loan or advance to any Person, including, without limitation, any employee or director of the Company or any subsidiary, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board of Directors;

(c) guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(d) make any investment inconsistent with any investment policy approved by the Board of Directors;

(e) incur indebtedness in excess of $250,000 in the aggregate that is not covered by the Budget, other than trade credit incurred in the ordinary course of business;

(f) otherwise enter into or be a party to any transaction with any director, officer or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such Person;

(g) hire, terminate, or change the compensation of the executive officers, including approving any option grants or stock awards to executive officers;

(h) change the principal business of the Company, or enter into a new line of business, or exit the existing line of business of the Company;

(i) sell, assign, license, pledge or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business; or

(j) enter into any corporate strategic relationship involving the payment contribution or assignment by the Company or to the Company of money or assets greater than $500,000.

5.5 Meetings of the Board of Directors; Committees. Unless otherwise determined by the vote of at least a majority of the directors then in office, the Board of Directors shall meet at least four (4) times per year, and at least once per quarter, in accordance with an agreed-upon schedule, unless otherwise agreed by a vote of the majority of directors of the Board of Directors, including the Preferred Director Majority. Each non-employee director shall be entitled in such person's discretion to be a member of any committee of the Board of Directors.

5.6 Classified Board. The Company shall take all necessary and desirable actions to ensure that, (a) in connection with the IPO, the Certificate of Incorporation in effect upon consummation of the IPO provides that the Board of Directors shall be classified into three classes of directors with staggered three-year terms, (b) the person then designated for election to

the Board of Director by SoftBank (the "**SoftBank Director**"), if any, shall, following the consummation of the IPO, serve in the class of directors to be elected at the Company's first annual meeting of stockholders following the IPO (the "**First Annual Meeting**"), and (c) the SoftBank Director shall be nominated for re-election to the Board of Directors at the First Annual Meeting (or action by written consent of stockholders pursuant to which directors of such class are to be elected). The Company shall use its reasonable efforts to cause the election of the SoftBank Director to the Board of Directors and will provide the same level of support as is used and/or provided for the other director nominees of the Company with respect to the First Annual Meeting (or action by written consent of stockholders pursuant to which directors of such class are to be elected).

5.7 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Company's By-laws, the Certificate of Incorporation, or elsewhere, as the case may be.

5.8 Board Expenses. The Company shall reimburse the non-employee directors for all reasonable out-of-pocket expenses incurred (consistent with the Company's policies) in connection with their role as a director of the Company.

5.9 Budget Matters. The Board of Directors, including the Preferred Director Majority, shall approve a comprehensive operating budget forecasting the Company's revenues, expenses, capital expenditures and cash position on a month-to-month basis for the upcoming fiscal year prior to the end of each fiscal year.

5.10 Directors' Liability and Indemnification.

(a) The Certificate of Incorporation and By-laws (as such By-laws of the Company may be amended from time to time) shall provide (i) for limitation of the liability of directors to the maximum extent permitted by law, and (ii) for indemnification of directors for acts on behalf of the Company to the maximum extent permitted by law. In the event any suit is filed or claim is asserted against a director or former director of the Company as a result of such director's or former director's service on the Board of Directors, the Company will provide such director or former director access to all records and files of the Company as he or she may reasonably request in defending against or preparing to defend against any such suit or claim.

(b) The Company hereby acknowledges that one or more of the directors nominated by holders of Preferred Stock may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more of the Investors and certain of their Affiliates (collectively, the "**Fund Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to any such director are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such director are secondary), (ii) that it shall be required to

advance the full amount of expenses incurred by such director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any such director to the extent legally permitted and as required by the Certificate of Incorporation or By-laws of the Company (or any agreement between the Company and such director), without regard to any rights such director may have against the Fund Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of any such director with respect to any claim for which such director has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such director against the Company. Such directors and the Fund Indemnitors are intended third-party beneficiaries of this Subsection 5.10(b) and shall have the right, power and authority to enforce the provisions of this Subsection 5.10(b) as though they were a party to this Agreement.

5.11 Right to Conduct Activities. The Company hereby agrees and acknowledges that each of Third Rock Ventures III, L.P., Third Rock Ventures IV, L.P., Picularium, LLC, Casdin, GV 2017, L.P., EcoR1, BVF, each LP Investor, Boxer Capital, LLC, Perceptive and SoftBank (in each case, together with its Affiliates) (each, an "**Investing Entity**") invests in or may hereafter invest in one or more other portfolio companies ("**PortCos**"), some of which may be deemed competitive with the Company's business (as currently conducted or as currently proposed to be conducted). The Company hereby agrees that (a) no Investing Entity shall be deemed to be a Competitor of the Company in respect of any investment such Investing Entity makes in any PortCo, and (b) to the extent permitted under applicable law, no Investing Entity shall be liable to the Company for any claim arising out of, or based upon, (i) the investment by such Investing Entity in any entity competitive with the Company, or (ii) actions taken by any partner, officer or other representative of such Investing Entity to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve (x) any of the Investors from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement, or (y) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company.

5.12 Termination of Covenants. The covenants set forth in this Section 5, except for Sections 5.6, 5.7, and 5.10, shall terminate and be of no further force or effect upon the earliest to occur of (i) immediately before but subject to the consummation of a QPO or (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event.

6. Miscellaneous.

6.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate, member, retired partner, retired member or stockholder of a Holder; (ii) is a

Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) after such transfer, holds at least 1,000,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Section 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate, limited partner, retired partner, member, retired member, or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder and its Affiliates; provided further that all transferees who would not qualify individually for assignment of rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties, including without limitation, the Investor's Affiliates. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.3 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature, email signature, or other form of electronic transmission.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent, if sent by confirmed electronic mail or facsimile and sent during normal business hours of the recipient, and if not so confirmed, then on the next Business Day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) Business Day after the Business Day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A and Schedule B hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 6.5. If notice is given to the Company, a copy, which shall not constitute notice, shall also be sent to Mitchell S. Bloom and William D. Collins at Goodwin Procter LLP, 100 Northern Avenue, Boston, MA 02210.

6.6 Amendments and Waivers. Any term of this Agreement, including without limitation Section 4.1, may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities then outstanding plus, prior to CFIUS Clearance (as defined in the Purchase Agreement), SoftBank; provided that the Company may in its sole discretion waive compliance with Section 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Section 2.12(c) shall be deemed to be a waiver); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing:

(a) subject to clause (c) below, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction);

(b) none of Sections 1.1, 1.8, 1.22, and 3.1 (in each case, as it relates to the sentence(s) addressing Picularium, LLC and/or D. E. Shaw Research, LLC), or this clause (b) may be amended or waived without the express written consent or affirmative vote of Picularium, LLC;

(c) this clause (c) and Sections 1.1, 1.8, 1.27, 1.30, 2.11, 3, 4, 5.1, 5.4, 5.5, 5.6, 5.7, 5.10, 5.11, 5.12, and the definitions of "Competitor" and "SoftBank" may not be amended or waived (either generally or in a particular instance and either retroactively or prospectively) in a manner adverse to SoftBank without the written consent of SoftBank; and

(d) this clause (d), the definition of "Competitor" in Section 1 and the definition of "Investing Entity" in Section 5.11 of this Agreement may not be amended or waived in a manner adverse to an Investor named in the definition of "Competitor" without the written consent of such Investor.

The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Section 6.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated Person may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if after the date hereof the Company issues additional shares of the Preferred Stock to a Person who is not already a party to this Agreement (any such person, a "**New Investor**"), as a condition to the issuance of such shares the Company shall require that such New Investor become a party to this Agreement by executing and delivering a counterpart signature page or joinder agreement to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder. Schedule A or Schedule B to this Agreement shall be updated, as applicable, to reflect the issuance of Preferred Stock and Common Stock, respectively, to a New Investor.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

6.11 Delays or Omissions. Except as set forth in Section 2.1(c) (with respect to the Company's failure to object promptly to a transfer), no delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.12 Dispute Resolution.

(a) Any and all disputes, claims, or controversies arising out of or relating to this Agreement, or the breach, termination or validity thereof or the scope or applicability of this Agreement to arbitrate (each, a "**Dispute**"), will be finally resolved in accordance with the procedures set forth in this Section 6.12 and these procedures will be the sole and exclusive process for the resolution of such Disputes.

(b) Any Dispute will be finally settled by arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules then in effect, except as modified herein.

(c) The number of arbitrators will be three, one of whom will be appointed by each of the Company, on the one hand, and the Investor(s) party to such Dispute, on the other hand, and the third of whom will be selected by mutual agreement of the Company and such Investor(s) party to such Dispute, within ten (10) Business Days after the selection of the second arbitrator and thereafter by the AAA. The place of arbitration shall be New York, New York. Any arbitrators appointed by the AAA shall be selected from the American Arbitration Association's "National Panel" and shall have extensive commercial experience that is sufficient given the nature and complexity of this Agreement and the transactions contemplated thereby, and if practicable, shall have experience relating to private companies or disputes related to private company investments.

(d) The arbitrators will have no authority (1) to make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement or (2) to grant a remedy of specific performance. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall apply to any arbitration and award issued hereunder.

(e) The award of the arbitrators, which shall be issued, if practicable, within six months of the appointment of the arbitrators, or as soon thereafter as practicable, shall be final and binding. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(f) Any party may apply to a court of competent jurisdiction solely (1) to seek injunctive relief in order to compel arbitration or to maintain the status quo and prevent irreparable harm until such time as an arbitration panel is appointed or the controversy is otherwise resolved and/or (2) to enforce an arbitration award, and for no other purpose.

(g) The arbitral tribunal and the AAA and the parties shall agree to keep confidential and not disclose information concerning (1) the existence of an arbitration, (2) any documentary or other evidence given by a party or witness in the arbitration, or (3) the arbitration award, provided that a party may make such disclosures as are necessary to comply with any applicable law or the request of any governmental authority after notifying the other party in advance, or as may be required to enforce this agreement to arbitrate or any arbitral award.

(h) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION PERMITTED UNDER SECTION 6.12(f) HEREIN.

(i) The prevailing party(ies) shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party(ies) may be entitled.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

COMPANY:

RELAY THERAPEUTICS, INC.

By: /s/ Sanjiv Patel
Name: Sanjiv Patel
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

SOFTBANK VISION FUND (AIV M2) L.P.

By: SB Investment Advisers (UK) Limited, acting as Manager of SoftBank Vision Fund (AIV M2) L.P.

By: /s/ Rajeev Misra
Name: Rajeev Misra
Title: Director

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

THIRD ROCK VENTURES III, L.P.

By: Third Rock Ventures GP III, L.P., its general partner
By: TRV GP III, LLC, its general partner

By: /s/ Kevin Gillis
Name: Kevin Gillis
Title: Chief Financial Officer
Address: 29 Newbury Street #301
Boston, MA 02116

THIRD ROCK VENTURES IV, L.P.

By: Third Rock Ventures GP IV, L.P., its general partner
By: TRV GP IV, LLC, its general partner

By: /s/ Kevin Gillis
Name: Kevin Gillis
Title: Chief Financial Officer
Address: 29 Newbury Street #301
Boston, MA 02116

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

ALEXANDRIA VENTURE INVESTMENTS, LLC,
A Delaware limited liability company

By: Alexandria Real Estate Equities, Inc., a Maryland corporation, managing member

By: /s/ Aaron Jacobson
Name: Aaron Jacobson
Title: SVP, Venture Counsel

Address: 385 E. Colorado Blvd., Suite 299 Pasadena, CA 91101

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

PICULARIUM, LLC,
A Delaware limited liability company

By: /s/ Charles Ardai
Name: Charles Ardai
Title: Authorized Signatory

Address: c/o D. E. Shaw Research, LLC
120 West 45th Street, 39th Floor
New York, NY 10036

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

BIOTECHNOLOGY VALUE FUND, LP

By: /s/ Mark Lampert
Name: Mark Lampert
Title: President BVF Inc., GP BVF Partners, L.P., itself GP Biotechnology Value Fund, L.P.

Address: 44 Montgomery Street, 40th Floor, San Francisco, CA 94104

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

BIOTECHNOLOGY VALUE FUND II, LP

By: /s/ Mark Lampert
Name: Mark Lampert
Title: President BVF Inc., GP BVF Partners, L.P., itself GP Biotechnology Value Fund, L.P.

Address: 44 Montgomery Street, 40th Floor, San Francisco, CA 94104

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

BIOTECHNOLOGY VALUE TRADING FUND OS, LP

By: /s/ Mark Lampert
Name: Mark Lampert
Title: President BVF Inc., GP BVF Partners, L.P., itself sole Member BVF Partners OS, Ltd., itself GP Biotechnology Value Trading Fund OS, L.P.

Address: PO Box 309 Ugland House, Grand Cayman, KY1-1104, Cayman Islands

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

INVESTMENT 10, LLC

By: /s/ Mark Lampert
Name: Mark Lampert
Title: President BVF Inc., GP BVF Partners, L.P., itself Attorney-in-fact mInvestment 10, L.L.C.

Address: 90 N Michigan Ave Suite 1100, Chicago, IL 60611

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

MSI SPV LLC

By: /s/ Mark Lampert
Name: Mark Lampert
Title: President BVF Inc., GP BVF Partners, L.P., itself Attorney-In-Fact MSI BVF SPV, LLC

Address: c/o Magnitude Capital LLC
200 Park Avenue, 56th Floor, New York, NY 10166

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

CASDIN PARTNERS MASTER FUND, L.P.

By: Casdin Partners GP, LLC, its General Partner

By: /s/ Eli Casdin
Name: Eli Casdin
Title: Managing Member

Address: 1350 Avenue of the Americas Suite 2600
New York, NY 10019

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

CASDIN VENTURE OPPORTUNITIES FUND, L.P.

By: Casdin Venture Opportunities Fund GP, LLC, its General Partner

By: /s/ Eli Casdin
Name: Eli Casdin
Title: Managing Member

Address: 1350 Avenue of the Americas Suite 2600
New York, NY 10019

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

ECOR1 CAPITAL FUND, L.P.

By: EcoR1 Capital, LLC, its General Partner

By: /s/ Oleg Nodelman
Name: Oleg Nodelman
Title: Managing Director

Address: 409 Illinois Street
San Francisco, CA 94158

ECOR1 CAPITAL FUND QUALIFIED, L.P.

By: EcoR1 Capital, LLC, its General Partner

By: /s/ Oleg Nodelman
Name: Oleg Nodelman
Title: Managing Director

Address: 409 Illinois Street
San Francisco, CA 94158

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

GV 2017, L.P.
By: GV 2017 GP, L.P., its General Partner
By: GV 2017 GP, L.L.C., its General Partner

By: /s/ Daphne M. Chang
Name: Daphne M. Chang
Title: Authorized Signatory

Attn: GV Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043
Email: notice@gv.com

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

FORESITE CAPITAL FUND IV, L.P.

By: Foresite Capital Management IV, LLC
Its: General Partner

By: /s/ Dennis D. Ryan
Name: Dennis D. Ryan
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

PERCEPTIVE LIFE SCIENCES MASTER FUND, LTD.

By: /s/ James A. Mannix
Name: James A. Mannix
Title: COO

Address: c/o Perceptive Advisors, LLC
51 Astor Place, 10th Floor
New York, NY 1003

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

BOXER CAPITAL, LLC

By: /s/ Aaron Davis
Name: Aaron Davis
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

SECTION 32 FUND 1, LP

By: Section 32 GP 1, LLC, its general partner

By: /s/ Jennifer L. Kercher
Name: Jennifer L. Kercher
Title: Chief Operating Officer

Address: c/o Section 32 LLC
171 Main Street, #671
Los Altos, CA 94022

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

QUAKER HEALTH, LLC

By: /s/ Nathaniel S. Turner
Name: Nathaniel S. Turner
Title: Co-President

Address: 139 Reade Street, Apt. 5A
New York, NY 10013

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

PH INVESTMENTS, LLC

By: /s/ Benjamin A. Gomez
Name: Benjamin A. Gomez
Title: Managing Director

[Signature Page to Second Amended and Restated Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

SCUBED CAPITAL, LLC

By: /s/ Mark Stevens
Name: Mark Stevens
Title: Managing Partner

[Signature Page to Second Amended and Restated Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

SOBRATO CAPITAL,
a DBA of Sobrato Family Holdings, LLC,
a California limited liability company

By: /s/ Matthew W. Sonsini
Name: Matthew W. Sonsini
Title: Chief Executive Officer, on behalf of Sobrato Family Holdings LLC

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

HARVARD MANAGEMENT PRIVATE EQUITY CORPORATION

By: /s/ Elise McDonald
Name: Elise McDonald
Title: Authorized Signatory

By: /s/ Kathryn I. Murtagh
Name: Kathryn I. Murtagh
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

PORTLAND INVESTMENT – EP, LLC

By: /s/ David B. Weden
Name: David B. Weden, III
Title: Corporate Director, Investment Operations

[Signature Page to Second Amended and Restated Investors' Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

PORTLAND INVESTMENT – PIA, LLC
By: Partners HealthCare System Pooled Investment Accounts, LLC, its Managing Member

By: /s/ David B. Weden
Name: David B. Weden, III
Title: Corporate Director, Investment Operations

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTOR:

FIFTH AVENUE PRIVATE EQUITY 15 LLC

By: /s/ Charles D. Bryceland
Name: Charles D. Bryceland
Title: Authorized Signatory

RELAY THERAPEUTICS, INC.

2016 STOCK OPTION AND GRANT PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "*Plan*"). The purpose of the Plan is to encourage and enable the officers, employees, directors, Consultants and other key persons of Relay Therapeutics, Inc., a Delaware corporation (including any successor entity, the "*Company*") and its Subsidiaries, upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business, to acquire a proprietary interest in the Company.

The following terms shall be defined as set forth below:

"*Affiliate*" of any Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

"*Award*" or "*Awards*," except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock
Awards, Unrestricted Stock Awards, Restricted Stock Units or any combination of the foregoing.

"Award Agreement" means a written or electronic agreement setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Agreement may contain terms and conditions in addition to those set forth in the Plan; *provided, however,* in the event of any conflict in the terms of the Plan and the Award Agreement, the terms of the Plan shall govern**.**

"*Board*" means the Board of Directors of the Company.

"*Cause*" shall have the meaning as set forth in the Award Agreement(s). In the case that any Award Agreement does not contain a definition of "Cause," it shall mean (i) the grantee's dishonest statements or acts with respect to the Company or any Affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the grantee's commission of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the grantee's failure to perform his assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, after written notice given to the grantee by the Company; (iv) the grantee's gross negligence, willful misconduct or insubordination with respect to the Company or any Affiliate of the Company; or (v) the grantee's material violation of any provision of any agreement(s) between the grantee and the Company relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"*Chief Executive Officer*" means the Chief Executive Officer of the Company or, if there is no Chief Executive Officer, then the President of the Company.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"*Committee*" means the Committee of the Board referred to in Section 2.

"*Consultant*" means any natural person that provides bona fide services to the Company (including a Subsidiary), and such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities.

"*Disability*" means "disability" as defined in Section 422(c) of the Code.

"*Effective Date*" means the date on which the Plan is adopted as set forth on the final page of the Plan.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"*Fair Market Value*" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Committee based on the reasonable application of a reasonable valuation method not inconsistent with Section 409A of the Code. If the Stock is admitted to trade on a national securities exchange, the determination shall be made by reference to the closing price reported on such exchange. If there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price. If the date for which Fair Market Value is determined is the first day when trading prices for the Stock are reported on a national securities exchange, the Fair Market Value shall be the "Price to the Public" (or equivalent) set forth on the cover page for the final prospectus relating to the Company's Initial Public Offering.

"*Good Reason*" shall have the meaning as set forth in the Award Agreement(s). In the case that any Award Agreement does not contain a definition of "Good Reason," it shall mean (i) a material diminution in the grantee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or (ii) a change of more than 50 miles in the geographic location at which the grantee provides services to the Company, so long as the grantee provides at least ninety (90) days notice to the Company following the initial occurrence of any such event and the Company fails to cure such event within thirty (30) days thereafter.

"*Grant Date*" means the date that the Committee designates in its approval of an Award in accordance with applicable law as the date on which the Award is granted, which date may not precede the date of such Committee approval.

"*Holder*" means, with respect to an Award or any Shares, the Person holding such Award or Shares, including the initial recipient of the Award or any Permitted Transferee.

"*Incentive Stock Option*" means any Stock Option designated and qualified as an "incentive stock option" as defined in Section 422 of the Code.

"*Initial Public Offering*" means the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale by the Company of its equity securities, as a result of or following which the Stock shall be publicly held.

"*Non-Qualified Stock Option*" means any Stock Option that is not an Incentive Stock Option.

"*Option*" or "*Stock Option*" means any option to purchase shares of Stock granted pursuant to Section 5.

"*Permitted Transferees*" shall mean any of the following to whom a Holder may transfer Shares hereunder (as set forth in Section 9(a)(ii)(A)): the Holder's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Holder's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons control the management of assets, and any other entity in which these persons own more than fifty percent of the voting interests*; provided, however,* that any such trust does not require or permit distribution of any Shares during the term of the Award Agreement unless subject to its terms. Upon the death of the Holder, the term Permitted Transferees shall also include such deceased Holder's estate, executors, administrators, personal representatives, heirs, legatees and distributees, as the case may be.

"*Person*" shall mean any individual, corporation, partnership (limited or general), limited liability company, limited liability partnership, association, trust, joint venture, unincorporated organization or any similar entity.

"Restricted Stock Award" means Awards granted pursuant to Section 6 and *"Restricted Stock"* means Shares issued pursuant to such Awards.

"Restricted Stock Unit" means an Award of phantom stock units to a grantee, which may be settled in cash or Shares as determined by the Committee, pursuant to Section 8.

"*Sale Event"* means the consummation of (i) the dissolution or liquidation of the Company, (ii) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (iii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the surviving or resulting entity (or its ultimate parent, if applicable), (iv) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a Person or group of Persons, (v) a Deemed Liquidation Event (as defined in the Company's Certificate of Incorporation (as may be amended, restated or otherwise modified from time to time)), or (vi) any other acquisition of the business of the Company, as determined by the Board; *provided, however,* that the Company's Initial Public Offering, any subsequent public offering or another capital raising event, or a merger effected solely to change the Company's domicile shall not constitute a "Sale Event."

"*Section 409A*" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"*Service Relationship*" means any relationship as a full-time employee, part-time employee, director or other key person (including Consultants) of the Company or any Subsidiary or any successor entity (e.g., a Service Relationship shall be deemed to continue without interruption in the event an individual's status changes from full-time employee to part-time employee or Consultant).

"*Shares*" means shares of Stock.

"*Stock*" means the Common Stock, par value $0.001 per share, of the Company.

"*Subsidiary*" means any corporation or other entity (other than the Company) in which the Company has more than a 50 percent interest, either directly or indirectly.

"*Ten Percent Owner*" means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent of the Company or any Subsidiary.

"*Termination Event*" means the termination of the Award recipient's Service Relationship with the Company and its Subsidiaries for any reason whatsoever, regardless of the circumstances thereof, and including, without limitation, upon death, disability, retirement, discharge or resignation for any reason, whether voluntarily or involuntarily. The following shall not constitute a Termination Event: (i) a transfer to the service of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another Subsidiary or (ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Committee, if the individual's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing.

"*Unrestricted Stock Award*" means any Award granted pursuant to Section 7 and "*Unrestricted Stock*" means Shares issued pursuant to such Awards.

SECTION 2. ADMINISTRATION OF PLAN; COMMITTEE AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Board, or at the discretion of the Board, by a committee of the Board, comprised of not less than two (2) directors. All references herein to the "Committee" shall be deemed to refer to the group then responsible for administration of the Plan at the relevant time (i.e., either the Board of Directors or a committee or committees of the Board, as applicable).

(b) Powers of Committee. The Committee shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the amount, if any, of Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, Restricted Stock Units, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of Shares to be covered by any Award and, subject to the provisions of the Plan, the price, exercise price, conversion ratio or other price relating thereto;

(iv) to determine and, subject to Section 12, to modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the form of Award Agreements;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) to impose any limitations on Awards, including limitations on transfers, repurchase provisions and the like, and to exercise repurchase rights or obligations;

(vii) subject to Section 5(a)(ii) and any restrictions imposed by Section 409A, to extend at any time the period in which Stock Options may be exercised; and

(viii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including Award Agreements); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Committee shall be binding on all persons, including the Company and all Holders.

(c) Delegation of Authority to Grant Options. Subject to applicable law, the Committee, in its discretion, may delegate to the Chief Executive Officer of the Company the power to designate non-officer employees to be recipients of Options, and to determine the number of such Options to be received by such employees; provided, however, that the resolution so authorizing the Chief Executive Officer shall specify the total number of Options the Chief Executive Officer may so award and may not delegate to the Chief Executive Officer the authority to set the exercise price or the vesting terms of such Options. Any such delegation by the Committee shall also provide that the Chief Executive Officer may not grant Awards to himself or herself (or other officers) without the approval of the Committee. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award.

(e) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's governing documents, including its certificate of incorporation or bylaws (each, as may be amended, restated, or otherwise modified from time to time), or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and any Subsidiary operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries, if any, shall be covered by the Plan; (ii) determine which individuals, if any, outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to the Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitation contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS AND OTHER TRANSACTIONS; SUBSTITUTION

(a) Stock Issuable. The maximum number of Shares reserved and available for issuance under the Plan shall be 9,885,000 Shares, subject to adjustment as provided in Section 3(b). For purposes of this limitation, the Shares underlying any Awards that are forfeited, canceled, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) and Shares that are withheld upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding shall be added back to the Shares available for issuance under the Plan. Subject to such overall limitations, Shares may be issued up to such maximum number pursuant to any type or types of Award, and no more than 50,000,000 Shares may be issued pursuant to Incentive Stock Options. The Shares available for issuance under the Plan may be authorized but unissued Shares or Shares reacquired by the Company. Beginning on the date that the Company becomes subject to Section 162(m) of the Code, Options with respect to no more than 9,885,000 Shares shall be granted to any one individual in any calendar year period.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional Shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such Shares or other securities, in each case, without the receipt of consideration by the Company, or, if, as a result of any merger or consolidation, or sale of all or substantially all of the assets of the Company, the outstanding Shares are converted into or exchanged for other securities of the Company or any successor entity (or a parent or subsidiary thereof), the Committee shall make an appropriate and proportionate adjustment in (i) the maximum number of Shares reserved for issuance under the Plan, (ii) the number and kind of Shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per Share subject to each outstanding Award, and (iv) the exercise price for each Share subject to any then outstanding Stock Options under the Plan, without changing the aggregate exercise price (i.e., the per share exercise price multiplied by the number of shares underlying such Stock Options) as to which such Stock Options remain exercisable. The adjustment by the Committee shall be final, binding and conclusive. No fractional Shares shall be issued under the Plan resulting from any such adjustment, but the Committee in its discretion may make a cash payment in lieu of fractional shares.

(c) Sale Events.

(i) Options.

(A) In the case of and subject to the consummation of a Sale Event, the Plan and all outstanding Options issued hereunder shall terminate upon the effective time of any such Sale Event unless assumed or continued by the successor entity, or new stock options or other awards of the successor entity or parent thereof are substituted therefor, with an equitable or proportionate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree (after taking into account any acceleration hereunder and/or pursuant to the terms of any Award Agreement).

(B) In the event of the termination of the Plan and all outstanding Options issued hereunder pursuant to Section 3(c), each Holder of Options shall be permitted, within a period of time prior to the consummation of the Sale Event as specified by the Committee, to exercise all such Options which are then exercisable or will become exercisable as of the effective time of the Sale Event; *provided*, *however*, that the exercise of Options not exercisable prior to the Sale Event shall be subject to the consummation of the Sale Event.

(C) Notwithstanding anything to the contrary in Section 3(c)(i)(A), in the event of a Sale Event, the Company shall have the right, but not the obligation, to

make or provide for a cash payment to the Holders of Options, without any consent of the Holders, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the value as determined by the Committee of the consideration payable per share of Stock pursuant to the Sale Event (the "*Sale Price*") times the number of Shares subject to outstanding Options being cancelled (to the extent then vested and exercisable, including by reason of acceleration in connection with such Sale Event, at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding vested and exercisable Options.

(ii) Restricted Stock and Restricted Stock Unit Awards.

(A) In the case of and subject to the consummation of a Sale Event, all Restricted Stock and unvested Restricted Stock Unit Awards (other than those becoming vested as a result of the Sale Event) issued hereunder shall be forfeited immediately prior to the effective time of any such Sale Event unless assumed or continued by the successor entity, or awards of the successor entity or parent thereof are substituted therefor, with an equitable or proportionate adjustment as to the number and kind of shares subject to such awards as such parties shall agree (after taking into account any acceleration hereunder and/or pursuant to the terms of any Award Agreement).

(B) In the event of the forfeiture of Restricted Stock pursuant to Section 3(c)(ii)(A), such Restricted Stock shall be repurchased from the Holder thereof at a price per share equal to the lower of the original per share purchase price paid by the Holder (subject to adjustment as provided in Section 3(b)) or the current Fair Market Value of such Shares, determined immediately prior to the effective time of the Sale Event.

(C) Notwithstanding anything to the contrary in Section 3(c)(ii)(A), in the event of a Sale Event, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the Holders of Restricted Stock or Restricted Stock Unit Awards, without consent of the Holders, in exchange for the cancellation thereof, in an amount equal to the Sale Price times the number of Shares subject to such Awards, to be paid at the time of such Sale Event or upon the later vesting of such Awards.

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full or part-time officers and other employees, directors, Consultants and key persons of the Company and any Subsidiary who are selected from time to time by the Committee in its sole discretion; provided, however, that Awards shall be granted only to those individuals described in Rule 701(c) of the Securities Act.

SECTION 5. STOCK OPTIONS

Upon the grant of a Stock Option, the Company and the grantee shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

(a) Terms of Stock Options. The Committee in its discretion may grant Stock Options to those individuals who meet the eligibility requirements of Section 4. Stock Options shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

(i) Exercise Price. The exercise price per share for the Shares covered by a Stock Option shall be determined by the Committee at the time of grant but shall not be less than 100 percent of the Fair Market Value on the Grant Date. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the exercise price per share for the Shares covered by such Incentive Stock Option shall not be less than 110 percent of the Fair Market Value on the Grant Date.

(ii) Option Term. The term of each Stock Option shall be fixed by the Committee, but no Stock Option shall be exercisable more than ten (10) years from the Grant Date. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five (5) years from the Grant Date.

(iii) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable and/or vested at such time or times, whether or not in installments, as shall be determined by the Committee at or after the Grant Date. The Award Agreement may permit a grantee to exercise all or a portion of a Stock Option immediately at grant; provided that the Shares issued upon such exercise shall be subject to restrictions and a vesting schedule identical to the vesting schedule of the related Stock Option, such Shares shall be deemed to be Restricted Stock for purposes of the Plan, and the optionee may be required to enter into an additional or new Award Agreement as a condition to exercise of such Stock Option. An optionee shall have the rights of a stockholder only as to Shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options. An optionee shall not be deemed to have acquired any Shares unless and until a Stock Option shall have been exercised pursuant to the terms of the Award Agreement and this Plan and the optionee's name has been entered on the books of the Company as a stockholder.

(iv) Method of Exercise. Stock Options may be exercised by an optionee in whole or in part, by the optionee giving written or electronic notice of exercise to the Company, specifying the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the following methods (or any combination thereof) to the extent provided in the Award Agreement:

(A) In cash, by certified or bank check, by wire transfer of immediately available funds, or other instrument acceptable to the Committee;

(B) If permitted by the Committee, by the optionee delivering to the Company a promissory note, if the Board has expressly authorized the loan of funds to the optionee for the purpose of enabling or assisting the optionee to effect the exercise of his or her Stock Option; provided, that at least so much of the exercise price as represents the par value of the Stock shall be paid in cash if required by state law;

(C) If permitted by the Committee and the Initial Public Offering has occurred (or the Stock otherwise becomes publicly-traded), through the delivery (or attestation to the ownership) of Shares that have been purchased by the optionee on the open market or that are beneficially owned by the optionee and are not then subject to restrictions under any Company plan. To the extent required to avoid variable accounting treatment under ASC 718 or other applicable accounting rules, such surrendered Shares if originally purchased from the Company shall have been owned by the optionee for at least six (6) months. Such surrendered Shares shall be valued at Fair Market Value on the exercise date;

(D) If permitted by the Committee and the Initial Public Offering has occurred (or the Stock otherwise becomes publicly-traded), by the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Committee shall prescribe as a condition of such payment procedure; or

(E) If permitted by the Committee, and only with respect to Stock Options that are not Incentive Stock Options, by a “net exercise” arrangement pursuant to which the Company will reduce the number of Shares issuable upon exercise by the largest whole number of Shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. No certificates for Shares so purchased will be issued to the optionee or, with respect to uncertificated Stock, no transfer to the optionee on the records of the Company will take place, until the Company has completed all steps it has deemed necessary to satisfy legal requirements relating to the issuance and sale of the Shares, which steps may include, without limitation, (i) receipt of a representation from the optionee at the time of exercise of the Option that the optionee is purchasing the Shares for the optionee’s own account and not with a view to any sale or distribution of the Shares or other representations relating to compliance with applicable law governing the issuance of securities, (ii) the legending of the certificate (or notation on any book entry) representing the Shares to evidence the foregoing restrictions, (iii) obtaining from optionee payment or provision for all withholding taxes due as a result of the exercise of the Option, and (iv) if required by the Company, the optionee’s execution and delivery of any stockholders’ agreements or other agreements with the Company and/or certain other stockholders of the Company relating to shares of the Stock. The delivery of certificates representing the shares of Stock (or the transfer to the optionee on the records of the Company with respect to uncertificated Stock) to be purchased pursuant to the exercise of a Stock Option will be contingent upon (A) receipt from

the optionee (or a purchaser acting in his or her stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such Shares and the fulfillment of any other requirements contained in the Award Agreement or applicable provisions of laws and (B) if required by the Company, the optionee shall have entered into any stockholders agreements or other agreements with the Company and/or certain other of the Company's stockholders relating to the Stock. In the event an optionee chooses to pay the purchase price by previously-owned Shares through the attestation method, the number of Shares transferred to the optionee upon the exercise of the Stock Option shall be net of the number of Shares attested to.

(b) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the Grant Date) of the Shares with respect to which Incentive Stock Options granted under the Plan and any other plan of the Company or its parent and any Subsidiary that become exercisable for the first time by an optionee during any calendar year shall not exceed $100,000 or such other limit as may be in effect from time to time under Section 422 of the Code. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

(c) Termination. Any portion of a Stock Option that is not vested and exercisable on the date of termination of an optionee's Service Relationship shall immediately expire and be null and void. Once any portion of the Stock Option becomes vested and exercisable, the optionee's right to exercise such portion of the Stock Option (or the optionee's representatives and legatees as applicable) in the event of a termination of the optionee's Service Relationship shall continue until the earliest of: (i) the date which is: (A) twelve (12) months following the date on which the optionee's Service Relationship terminates due to death or Disability (or such longer period of time as determined by the Committee and set forth in the applicable Award Agreement), or (B) three (3) months following the date on which the optionee's Service Relationship terminates if the termination is due to any reason other than death or Disability (or such longer period of time as determined by the Committee and set forth in the applicable Award Agreement), or (ii) the Expiration Date set forth in the Award Agreement; provided that notwithstanding the foregoing, an Award Agreement may provide that if the optionee's Service Relationship is terminated for Cause, the Stock Option shall terminate immediately and be null and void upon the date of the optionee's termination and shall not thereafter be exercisable.

SECTION 6. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Committee may, in its sole discretion, grant (or sell at par value or such other purchase price determined by the Committee) to an eligible individual under Section 4 hereof a Restricted Stock Award under the Plan. The Committee shall determine the restrictions and conditions applicable to each Restricted Stock Award at the time of grant. Conditions may be based on continuing employment (or other Service Relationship), achievement of pre-established performance goals and objectives and/or such other criteria as the Committee may determine. Upon the grant of a Restricted Stock Award, the Company and the grantee shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee of Restricted Stock shall be considered the record owner of and shall be entitled to vote the Restricted Stock if, and to the extent, such Shares are entitled to voting rights, subject to such conditions contained in the Award Agreement. The grantee shall be entitled to receive all dividends and any other distributions declared on the Shares; provided, however, that the Company is under no duty to declare any such dividends or to make any such distribution. Unless the Committee shall otherwise determine, certificates evidencing the Restricted Stock shall remain in the possession of the Company until such Restricted Stock is vested as provided in subsection (d) below of this Section, and the grantee shall be required, as a condition of the grant, to deliver to the Company a stock power endorsed in blank and such other instruments of transfer as the Committee may prescribe.

(c) Restrictions. Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Award Agreement. Except as may otherwise be provided by the Committee either in the Award Agreement or, subject to Section 12 below, in writing after the Award Agreement is issued, if a grantee's Service Relationship with the Company and any Subsidiary terminates, the Company or its assigns shall have the right, as may be specified in the relevant instrument, to repurchase some or all of the Shares subject to the Award at such purchase price as is set forth in the Award Agreement.

(d) Vesting of Restricted Stock. The Committee at the time of grant shall specify in the Award Agreement the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the substantial risk of forfeiture imposed shall lapse and the Restricted Stock shall become vested, subject to such further rights of the Company or its assigns as may be specified in the Award Agreement.

SECTION 7. UNRESTRICTED STOCK AWARDS

The Committee may, in its sole discretion, grant (or sell at par value or such other purchase price determined by the Committee) to an eligible person under Section 4 hereof an Unrestricted Stock Award under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Committee may, in its sole discretion, grant to an eligible person under Section 4 hereof Restricted Stock Units under the Plan. The Committee shall determine the restrictions and conditions applicable to each Restricted Stock Unit at the time of grant. Vesting conditions may be based on continuing employment (or other Service Relationship), achievement of pre-established performance goals and objectives and/or other such criteria as the Committee may determine. Upon the grant of Restricted Stock Units, the grantee and the Company shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee and may differ among individual Awards and grantees. On or promptly following the vesting date or dates applicable to any Restricted Stock Unit, but in no event later than March 15 of the year following the year in which such vesting occurs, such Restricted Stock Unit(s) shall be settled in the form of cash or shares of Stock, as specified in the Award Agreement. Restricted Stock Units may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

(b) Rights as a Stockholder. A grantee shall have the rights of a stockholder only as to Shares, if any, acquired upon settlement of Restricted Stock Units. A grantee shall not be deemed to have acquired any such Shares unless and until the Restricted Stock Units shall have been settled in Shares pursuant to the terms of the Plan and the Award Agreement, the Company shall have issued and delivered a certificate representing the Shares to the grantee (or transferred on the records of the Company with respect to uncertificated stock), and the grantee's name has been entered in the books of the Company as a stockholder.

(c) Termination. Except as may otherwise be provided by the Committee either in the Award Agreement or in writing after the Award Agreement is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's cessation of Service Relationship with the Company and any Subsidiary for any reason.

SECTION 9. TRANSFER RESTRICTIONS; COMPANY RIGHT OF FIRST REFUSAL; COMPANY REPURCHASE RIGHTS

(a) Restrictions on Transfer.

(i) Non-Transferability of Stock Options. Stock Options and, prior to exercise, the Shares issuable upon exercise of such Stock Option, shall not be transferable by the optionee otherwise than by will, or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the optionee's lifetime, only by the optionee, or by the optionee's legal representative or guardian in the event of the optionee's incapacity. Notwithstanding the foregoing, the Committee, in its sole discretion, may provide in the Award Agreement regarding a given Stock Option that the optionee may transfer by gift, without consideration for the transfer, his or her Non-Qualified Stock Options to his or her family members (as defined in Rule 701 of the Securities Act), to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners (to the extent such trusts or partnerships are considered "family members" for purposes of Rule 701 of the Securities Act), provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award Agreement, including the execution of a stock power upon the issuance of Shares. Stock Options, and the Shares issuable upon exercise of such Stock Options, shall be restricted as to any pledge, hypothecation, or other transfer, including any short position, any "put equivalent position" (as defined in the Exchange Act) or any "call equivalent position" (as defined in the Exchange Act) prior to exercise.

(ii) Shares. No Shares shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law, unless (i) the transfer is in compliance with the terms of the applicable Award Agreement, all applicable securities laws (including, without limitation, the Securities Act), and with the terms and conditions of this Section 9, (ii) the transfer does not cause the Company to become subject to the reporting requirements of the Exchange Act, and (iii) the transferee consents in writing to be bound by the provisions of the Plan and the Award

Agreement, including this Section 9. In connection with any proposed transfer, the Committee may require the transferor to provide at the transferor's own expense an opinion of counsel to the transferor, satisfactory to the Committee, that such transfer is in compliance with all foreign, federal and state securities laws (including, without limitation, the Securities Act). Any attempted transfer of Shares not in accordance with the terms and conditions of this Section 9 shall be null and void, and the Company shall not reflect on its records any change in record ownership of any Shares as a result of any such transfer, shall otherwise refuse to recognize any such transfer and shall not in any way give effect to any such transfer of Shares. The Company shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity including, without limitation, seeking specific performance or the rescission of any transfer not made in strict compliance with the provisions of this Section 9. Subject to the foregoing general provisions, and unless otherwise provided in the applicable Award Agreement, Shares may be transferred pursuant to the following specific terms and conditions (provided that with respect to any transfer of Restricted Stock, all vesting and forfeiture provisions shall continue to apply with respect to the original recipient):

(A) Transfers to Permitted Transferees. The Holder may transfer any or all of the Shares to one or more Permitted Transferees; *provided, however*, that following such transfer, such Shares shall continue to be subject to the terms of this Plan (including this Section 9) and such Permitted Transferee(s) shall, as a condition to any such transfer, deliver a written acknowledgment to that effect to the Company and shall deliver a stock power to the Company with respect to the Shares. Notwithstanding the foregoing, the Holder may not transfer any of the Shares to a Person whom the Company reasonably determines is a direct competitor or a potential competitor of the Company or any of its Subsidiaries.

(B) Transfers Upon Death. Upon the death of the Holder, any Shares then held by the Holder at the time of such death and any Shares acquired after the Holder's death by the Holder's legal representative shall be subject to the provisions of this Plan, and the Holder's estate, executors, administrators, personal representatives, heirs, legatees and distributees shall be obligated to convey such Shares to the Company or its assigns under the terms contemplated by the Plan and the Award Agreement.

(b) Right of First Refusal. In the event that a Holder desires at any time to sell or otherwise transfer all or any part of his or her Shares (other than shares of Restricted Stock which by their terms are not transferrable), the Holder first shall give written notice to the Company of the Holder's intention to make such transfer. Such notice shall state the number of Shares that the Holder proposes to sell (the "*Offered Shares*"), the price and the terms at which the proposed sale is to be made and the name and address of the proposed transferee. At any time within thirty (30) days after the receipt of such notice by the Company, the Company or its assigns may elect to purchase all or any portion of the Offered Shares at the price and on the terms offered by the proposed transferee and specified in the notice. The Company or its assigns shall exercise this right by mailing or delivering written notice to the Holder within the foregoing thirty (30) day period. If the Company or its assigns elect to exercise its purchase rights under this Section 9(b), the closing for such purchase shall, in any event, take place within forty-five (45) days after the receipt by the Company of the initial notice from the Holder. In the event that the Company or its assigns do not elect to exercise such purchase right, or in the event that the

Company or its assigns do not pay the full purchase price within such forty-five (45) day period, the Holder may, within sixty (60) days thereafter, sell the Offered Shares to the proposed transferee and at the same price and on the same terms as specified in the Holder's notice. Any Shares not sold to the proposed transferee shall remain subject to the Plan. If the Holder is a party to any stockholders agreements or other agreements with the Company and/or certain other of the Company's stockholders relating to the Shares, (i) the transferring Holder shall comply with the requirements of such stockholders agreements or other agreements relating to any proposed transfer of the Offered Shares, and (ii) any proposed transferee that purchases Offered Shares shall enter into such stockholders agreements or other agreements with the Company and/or certain of the Company's stockholders relating to the Offered Shares on the same terms and in the same capacity as the transferring Holder.

(c) Company's Right of Repurchase.

(i) Right of Repurchase for Unvested Shares Issued Upon the Exercise of an Option. Upon a Termination Event, the Company or its assigns shall have the right and option to repurchase from a Holder of Shares acquired upon exercise of a Stock Option which are still subject to a risk of forfeiture as of the Termination Event. Such repurchase rights may be exercised by the Company within the later of (A) six (6) months following the date of such Termination Event or (B) seven (7) months after the acquisition of Shares upon exercise of a Stock Option. The repurchase price shall be equal to the lower of the original per share price paid by the Holder, subject to adjustment as provided in Section 3(b) of the Plan, or the current Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights.

(ii) Right of Repurchase With Respect to Restricted Stock. Upon a Termination Event, the Company or its assigns shall have the right and option to repurchase from a Holder of Shares received pursuant to a Restricted Stock Award any Shares that are still subject to a risk of forfeiture as of the Termination Event. Such repurchase right may be exercised by the Company within six (6) months following the date of such Termination Event. The repurchase price shall be the lower of the original per share purchase price paid by the Holder, subject to adjustment as provided in Section 3(b) of the Plan, or the current Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights.

(iii) Procedure. Any repurchase right of the Company shall be exercised by the Company or its assigns by giving the Holder written notice on or before the last day of the repurchase period of its intention to exercise such repurchase right. Upon such notification, the Holder shall promptly surrender to the Company, free and clear of any liens or encumbrances, any certificates representing the Shares being purchased, together with a duly executed stock power for the transfer of such Shares to the Company or the Company's assignee or assignees. Upon the Company's or its assignee's receipt of the certificates from the Holder, the Company or its assignee or assignees shall deliver to him, her or them a check for the applicable repurchase price; *provided, however*, that the Company may pay the repurchase price by offsetting and canceling any indebtedness then owed by the Holder to the Company.

(d) Drag Along Right. In the event the holders of a majority of the Company's equity securities then outstanding (the "*Majority Shareholders*") determine to enter into a Sale Event in

a bona fide negotiated transaction (a "*Sale*"), with any non-Affiliate of the Company or any majority shareholder (in each case, the "*Buyer*"), a Holder of Shares, including any Permitted Transferee, shall be obligated to and shall upon the written request of the Majority Shareholders: (a) sell, transfer and deliver, or cause to be sold, transferred and delivered, to the Buyer, his or her Shares (including for this purpose all of such Holder's Shares that presently or as a result of any such transaction may be acquired upon the exercise of an Option (following the payment of the exercise price therefor)) on substantially the same terms applicable to the Majority Shareholders (with appropriate adjustments to reflect the conversion of convertible securities, the redemption of redeemable securities and the exercise of exercisable securities as well as the relative preferences and priorities of preferred stock); and (b) execute and deliver such instruments of conveyance and transfer and take such other action, including voting such Shares in favor of any Sale proposed by the Majority Shareholders and executing any purchase agreements, merger agreements, indemnity agreements, escrow agreements or related documents as the Majority Shareholders or the Buyer may reasonably require in order to carry out the terms and provisions of this Section 9(d).

(e) Escrow Arrangement.

(i) Escrow. In order to carry out the provisions of this Section 9 of this Plan more effectively, the Company shall hold any Shares issued pursuant to Awards granted under the Plan in escrow together with separate stock powers executed by the Holder in blank for transfer. The Company shall not dispose of the Shares except as otherwise provided in this Plan. In the event of any repurchase by the Company (or any of its assigns), the Company is hereby authorized by the Holder, as the Holder's attorney-in-fact, to date and complete the stock powers necessary for the transfer of the Shares being purchased and to transfer such Shares in accordance with the terms hereof. At such time as any Shares are no longer subject to the Company's repurchase and first refusal rights, the Company shall, at the written request of the Holder, deliver to the Holder a certificate representing such Shares with the balance of the Shares to be held in escrow pursuant to this Section.

(ii) Remedy. Without limitation of any other provision of this Plan or other rights, in the event that a Holder or any other Person is required to sell a Holder's Shares pursuant to the provisions of Sections 9(b) or (c) hereof and in the further event that he or she refuses or for any reason fails to deliver to the Company or its designated purchaser of such Shares the certificate or certificates evidencing such Shares together with a related stock power, the Company or such designated purchaser may deposit the applicable purchase price for such Shares with a bank designated by the Company, or with the Company's independent public accounting firm, as agent or trustee, or in escrow, for such Holder or other Person, to be held by such bank or accounting firm for the benefit of and for delivery to him, her, them or it, and/or, in its discretion, pay such purchase price by offsetting any indebtedness then owed by such Holder as provided above. Upon any such deposit and/or offset by the Company or its designated purchaser of such amount and upon notice to the Person who was required to sell the Shares to be sold pursuant to the provisions of Sections 9(b) or (c), such Shares shall at such time be deemed to have been sold, assigned, transferred and conveyed to such purchaser, such Holder shall have no further rights thereto (other than the right to withdraw the payment thereof held in escrow, if applicable), and the Company shall record such transfer in its stock transfer book or in any appropriate manner.

(f) Lockup Provision. If requested by the Company, a Holder shall not sell or otherwise transfer or dispose of any Shares (including, without limitation, pursuant to Rule 144 under the Securities Act) held by him or her for such period following the effective date of a public offering by the Company of Shares as the Company shall specify reasonably and in good faith. If requested by the underwriter engaged by the Company, each Holder shall execute a separate letter confirming his or her agreement to comply with this Section.

(g) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Section 9 shall apply with equal force to additional and/or substitute securities, if any, received by Holder in exchange for, or by virtue of his or her ownership of, Shares.

(h) Termination. The terms and provisions of Section 9(b) and Section 9(c) (except for the Company's right to repurchase Shares still subject to a risk of forfeiture upon a Termination Event) shall terminate upon the closing of the Company's Initial Public Offering or upon consummation of any Sale Event, in either case as a result of which Shares are registered under Section 12 of the Exchange Act and publicly-traded on any national security exchange.

SECTION 10. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Shares or other amounts received thereunder first becomes includable in the gross income of the grantee for income tax purposes, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of, any Federal, state, or local taxes of any kind required by law to be withheld by the Company with respect to such income. The Company and any Subsidiary shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver stock certificates (or evidence of book entry) to any grantee is subject to and conditioned on any such tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Company's minimum required tax withholding obligation may be satisfied, in whole or in part, by the Company withholding from Shares to be issued pursuant to an Award a number of Shares having an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the minimum withholding amount due.

SECTION 11. SECTION 409A AWARDS.

To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "*409A Award*"), the Award shall be subject to such additional rules and requirements as may be specified by the Committee from time to time. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six (6) months and one day after the grantee's separation from

service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. The Company makes no representation or warranty and shall have no liability to any grantee under the Plan or any other Person with respect to any penalties or taxes under Section 409A that are, or may be, imposed with respect to any Award.

SECTION 12. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Committee may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the consent of the holder of the Award. The Committee may exercise its discretion to reduce the exercise price of outstanding Stock Options or effect repricing through cancellation of outstanding Stock Options and by granting such holders new Awards in replacement of the cancelled Stock Options. To the extent determined by the Committee to be required either by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code or otherwise, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 12 shall limit the Board's or Committee's authority to take any action permitted pursuant to Section 3(c). The Board reserves the right to amend the Plan and/or the terms of any outstanding Stock Options to the extent reasonably necessary to comply with the requirements of the exemption pursuant to paragraph (f)(4) of Rule 12h-1 of the Exchange Act.

SECTION 13. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Committee shall otherwise expressly so determine in connection with any Award.

SECTION 14. GENERAL PROVISIONS

(a) No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring Shares pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the Shares without a view to distribution thereof. No Shares shall be issued pursuant to an Award until all applicable securities law and other legal and stock exchange or similar requirements have been satisfied. The Committee may require the placing of such stop-orders and restrictive legends on certificates for Stock and Awards as it deems appropriate.

(b) Delivery of Stock Certificates. Stock certificates to grantees under the Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company; provided that stock certificates to be held in escrow pursuant to Section 9 of the Plan shall be deemed delivered when the Company shall have recorded the issuance in its records. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall

have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records).

(c) No Employment Rights**.** The adoption of the Plan and the grant of Awards do not confer upon any Person any right to continued employment or Service Relationship with the Company or any Subsidiary.

(d) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policy-related restrictions, terms and conditions as may be established by the Committee, or in accordance with policies set by the Committee, from time to time.

(e) Designation of Beneficiary. Each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award on or after the grantee's death or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Committee and shall not be effective until received by the Committee. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

(f) Legend. Any certificate(s) representing the Shares shall carry substantially the following legend (and with respect to uncertificated Stock, the book entries evidencing such shares shall contain the following notation):

> The transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including repurchase and restrictions against transfers) contained in the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan and any agreements entered into thereunder by and between the company and the holder of this certificate (a copy of which is available at the offices of the company for examination).

(g) Information to Holders of Options. In the event the Company is relying on the exemption from the registration requirements of Section 12(g) of the Exchange Act contained in paragraph (f)(1) of Rule 12h-1 of the Exchange Act, the Company shall provide the information described in Rule 701(e)(3), (4) and (5) of the Securities Act to all holders of Options in accordance with the requirements thereunder. The foregoing notwithstanding, the Company shall not be required to provide such information unless the optionholder has agreed in writing, on a form prescribed by the Company, to keep such information confidential.

SECTION 15. EFFECTIVE DATE OF PLAN

The Plan shall become effective upon adoption by the Board and shall be approved by stockholders in accordance with applicable state law and the Company's certificate of incorporation and bylaws within twelve (12) months thereafter. If the stockholders fail to approve the Plan within twelve (12) months after its adoption by the Board of Directors, then any

Awards granted or sold under the Plan shall be rescinded and no additional grants or sales shall thereafter be made under the Plan. Subject to such approval by stockholders and to the requirement that no Shares may be issued hereunder prior to such approval, Stock Options and other Awards may be granted hereunder on and after adoption of the Plan by the Board. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the date the Plan is adopted by the Board or the date the Plan is approved by the Company's stockholders, whichever is earlier.

SECTION 16. GOVERNING LAW

This Plan, all Awards and any controversy arising out of or relating to this Plan and all Awards shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Massachusetts.

DATE ADOPTED BY THE BOARD OF DIRECTORS: July 6, 2016

DATE APPROVED BY THE STOCKHOLDERS: July 6, 2016

RELAY THERAPEUTICS, INC.

AMENDMENT NO. 1 TO THE
2016 STOCK OPTION AND GRANT PLAN

The Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "Plan") is hereby amended by the Board of Directors and stockholders of Relay Therapeutics, Inc., a Delaware corporation, as follows:

Section 3(a) of the Plan is hereby amended by deleting it and replacing it with the following:

"Stock Issuable. The maximum number of Shares reserved and available for issuance under the Plan shall be 16,631,067 Shares, subject to adjustment as provided in Section 3(b). For purposes of this limitation, the Shares underlying any Awards that are forfeited, canceled, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) and Shares that are withheld upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding shall be added back to the Shares available for issuance under the Plan. Subject to such overall limitations, Shares may be issued up to such maximum number pursuant to any type or types of Award, and no more than 50,000,000 Shares may be issued pursuant to Incentive Stock Options. The Shares available for issuance under the Plan may be authorized but unissued Shares or Shares reacquired by the Company. Beginning on the date that the Company becomes subject to Section 162(m) of the Code, Options with respect to no more than 16,631,067 Shares shall be granted to any one individual in any calendar year period."

Section 9(f) of the Plan is hereby amended by deleting it and replacing it with the following:

"Lockup Provision. If requested by the Company, a Holder will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering (the "IPO") and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (l80) days), or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports; and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock held immediately prior to the effectiveness of the registration statement for the IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the capital stock, whether any such transaction described in

clause (a) or (b) above is to be settled by delivery of capital stock or other securities, in cash or otherwise. The foregoing provisions of this Section 9(f) shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Holder if all officers, directors and holders of more than one percent (1%) of the outstanding Common Stock (after giving effect to the conversion into Common Stock of all outstanding Preferred Stock) enter into similar agreements. The underwriters in connection with the IPO are intended third-party beneficiaries of this Section 9(f) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in the IPO that are consistent with this Section 9(f) or that are necessary to give further effect thereto."

ADOPTED BY BOARD OF DIRECTORS: December 8, 2017

ADOPTED BY STOCKHOLDERS: December 8, 2017

RELAY THERAPEUTICS, INC.

AMENDMENT NO. 2 TO THE
2016 STOCK OPTION AND GRANT PLAN

The Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "Plan") is hereby amended by the Board of Directors and stockholders of Relay Therapeutics, Inc., a Delaware corporation, as follows:

Section 3(a) of the Plan is hereby amended by deleting it and replacing it with the following:

"Stock Issuable. The maximum number of Shares reserved and available for issuance under the Plan shall be 18,916,286 Shares, subject to adjustment as provided in Section 3(b). For purposes of this limitation, the Shares underlying any Awards that are forfeited, canceled, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) and Shares that are withheld upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding shall be added back to the Shares available for issuance under the Plan. Subject to such overall limitations, Shares may be issued up to such maximum number pursuant to any type or types of Award, and no more than 50,000,000 Shares may be issued pursuant to Incentive Stock Options. The Shares available for issuance under the Plan may be authorized but unissued Shares or Shares reacquired by the Company."

ADOPTED BY BOARD OF DIRECTORS: March 23, 2018

ADOPTED BY STOCKHOLDERS: May 10, 2018

RELAY THERAPEUTICS, INC.

AMENDMENT NO. 3 TO THE
2016 STOCK OPTION AND GRANT PLAN

The Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "Plan") is hereby amended by the Board of Directors and stockholders of Relay Therapeutics, Inc., a Delaware corporation, as follows:

Section 3(a) of the Plan is hereby amended by deleting it and replacing it with the following:

"Stock Issuable. The maximum number of Shares reserved and available for issuance under the Plan shall be 38,886,681 Shares, subject to adjustment as provided in Section 3(b). For purposes of this limitation, the Shares underlying any Awards that are forfeited, canceled, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) and Shares that are withheld upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding shall be added back to the Shares available for issuance under the Plan. Subject to such overall limitations, Shares may be issued up to such maximum number pursuant to any type or types of Award, and no more than 50,000,000 Shares may be issued pursuant to Incentive Stock Options."

ADOPTED BY BOARD OF DIRECTORS: November 12, 2018

ADOPTED BY STOCKHOLDERS: November 12, 2018

INCENTIVE STOCK OPTION GRANT NOTICE
UNDER THE RELAY THERAPEUTICS, INC.
2016 STOCK OPTION AND GRANT PLAN

Pursuant to the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "Plan"), Relay Therapeutics, Inc., a Delaware corporation (together with any successor, the "Company"), has granted to the individual named below, an option (the "Stock Option") to purchase on or prior to the Expiration Date, or such earlier date as is specified herein, all or any part of the number of shares of Common Stock, par value $0.001 per share ("Common Stock"), of the Company indicated below (the "Shares"), at the Option Exercise Price per share, subject to the terms and conditions set forth in this Incentive Stock Option Grant Notice (the "Grant Notice"), the attached Incentive Stock Option Agreement (the "Agreement") and the Plan. This Stock Option is intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). To the extent that any portion of the Stock Option does not so qualify, it shall be deemed a non-qualified stock option.

Name of Optionee:	_____ (the "Optionee")
No. of Shares:	_____ Shares of Common Stock
Grant Date:	_____
Vesting Commencement Date:	_____ (the "Vesting Commencement Date")
Expiration Date:	_____ (the "Expiration Date")
Option Exercise Price/Share:	$_____ (the "Option Exercise Price")
Vesting Schedule:	[25] percent of the Shares shall vest and become exercisable on the first anniversary of the Vesting Commencement Date; provided that the Optionee continues to have a Service Relationship with the Company at such time. Thereafter, the remaining [75] percent of the Shares shall vest and become exercisable in [36] equal monthly installments following the first anniversary of the Vesting Commencement Date, provided the Optionee continues to have a Service Relationship with the Company on each vesting date. [Notwithstanding anything in the Agreement to the contrary, in the case of a Sale Event, this Stock Option and the Shares shall be treated as provided in Section 3(c) of the Plan] **[provided; however INSERT ANY ACCELERATED VESTING PROVISION HERE]**.

Attachments: Incentive Stock Option Agreement, 2016 Stock Option and Grant Plan

INCENTIVE STOCK OPTION AGREEMENT
UNDER THE RELAY THERAPEUTICS, INC.
2016 STOCK OPTION AND GRANT PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Grant Notice and the Plan.

1. Vesting, Exercisability and Termination.

(a) No portion of this Stock Option may be exercised until such portion shall have vested and become exercisable.

(b) Except as set forth below, and subject to the determination of the Committee in its sole discretion to accelerate the vesting schedule hereunder, this Stock Option shall be vested and exercisable on the respective dates indicated below:

(i) This Stock Option shall initially be unvested and unexercisable.

(ii) This Stock Option shall vest and become exercisable in accordance with the Vesting Schedule set forth in the Grant Notice.

(c) Termination. Except as may otherwise be provided by the Committee, if the Optionee's Service Relationship is terminated, the period within which to exercise this Stock Option will be subject to earlier termination as set forth below (and if not exercised within such period, shall thereafter terminate subject, in each case, to Section 3(c) of the Plan):

(i) Termination Due to Death or Disability. If the Optionee's Service Relationship terminates by reason of such Optionee's death or Disability, this Stock Option may be exercised, to the extent exercisable on the date of such termination, by the Optionee, the Optionee's legal representative or legatee for a period of 12 months from the date of death or Disability or until the Expiration Date, if earlier.

(ii) Other Termination. If the Optionee's Service Relationship terminates for any reason other than death or Disability, and unless otherwise determined by the Committee, this Stock Option may be exercised, to the extent exercisable on the date of termination, for a period of 90 days from the date of termination or until the Expiration Date, if earlier; provided however, if the Optionee's Service Relationship is terminated for Cause, this Stock Option shall terminate immediately upon the date of such termination.

For purposes hereof, the Committee's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees. Any portion of this Stock Option that is not vested and exercisable on the date of termination of the Service Relationship shall terminate immediately and be null and void.

(d) It is understood and intended that this Stock Option is intended to qualify as an "incentive stock option" as defined in Section 422 of the Code to the extent permitted under applicable law. Accordingly, the Optionee understands that in order to obtain the benefits of an incentive stock option under Section 422 of the Code, no sale or other disposition may be made of Shares for which incentive stock option treatment is desired within the one-year period beginning on the day after the day of the transfer of such Shares to him or her, nor within the two-year period beginning on the day after Grant Date of this Stock Option and further that this Stock Option must be exercised within three months after termination of employment as an employee (or 12 months in the case of death or disability) to qualify as an incentive stock option. If the Optionee disposes (whether by sale, gift, transfer or otherwise) of any such Shares within either of these periods, he or she will notify the Company within 30 days after such disposition. The Optionee also agrees to provide the Company with any information concerning any such dispositions required by the Company for tax purposes. Further, to the extent this Stock Option and any other incentive stock options of the Optionee having an aggregate Fair Market Value in excess of $100,000 (determined as of the Grant Date) first become exercisable in any year, such options will not qualify as incentive stock options.

2. Exercise of Stock Option.

(a) The Optionee may exercise this Stock Option only in the following manner: Prior to the Expiration Date, the Optionee may deliver a Stock Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Shares with respect to which this Stock Option is then exercisable. Such notice shall specify the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the methods described in Section 5 of the Plan, subject to the limitations contained in such Section of the Plan, including the requirement that the Committee specifically approve in advance certain payment methods.

(b) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan.

4. Transferability of Stock Option. This Stock Option is personal to the Optionee and is not transferable by the Optionee in any manner other than by will or by the laws of descent and distribution. The Stock Option may be exercised during the Optionee's lifetime only by the Optionee (or by the Optionee's guardian or personal representative in the event of the Optionee's incapacity). The Optionee may elect to designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company; such beneficiary may exercise the Optionee's Stock Option in the event of the Optionee's death to the extent provided herein. If the Optionee does not designate a beneficiary, or if the designated beneficiary predeceases the Optionee, the legal representative of the Optionee may exercise this Stock Option to the extent provided herein in the event of the Optionee's death.

5. Restrictions on Transfer of Shares. The Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan.

6. Miscellaneous Provisions.

(a) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(b) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reincorporation, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Agreement shall apply with equal force to additional and/or substitute securities, if any, received by the Optionee in exchange for, or by virtue of his or her ownership of, this Stock Option or Shares acquired pursuant thereto.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Optionee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Optionee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter. The execution of this Agreement satisfies in full any express or implied obligation, agreement or promise by or on the part of the Company to grant or issue to the Grantee any equity interest in the Company pursuant to any offer letter, employment agreement, consulting or other written or oral agreement or arrangement as of the Grant Date.

7. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or this Stock Option, this Agreement, or the breach, termination or validity of the Plan, this Stock Option or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1 16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Optionee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 7 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

RELAY THERAPEUTICS, INC.

By: _____
Name:
Title:

Address:

_____

_____

_____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof, and understands that this Stock Option is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Grant Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

OPTIONEE:

_____
Name:

Address:

_____

_____

_____

[SPOUSE'S CONSENT[1]
I acknowledge that I have read the
foregoing Incentive Stock Option Agreement
and understand the contents thereof.

_____]

[1] A spouse's consent is recommended only if the Optionee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

DESIGNATED BENEFICIARY:

_____

Beneficiary's Address:

_____

_____

_____

Appendix A

STOCK OPTION EXERCISE NOTICE

Relay Therapeutics, Inc.
Attention: [_____]
_____
_____

Pursuant to the terms of the grant notice and stock option agreement between the undersigned and Relay Therapeutics, Inc. (the "Company") dated _____ (the "Agreement") under the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan, I, [Insert Name] , hereby [Circle One] partially/fully exercise such option by including herein payment in the amount of $_____ representing the purchase price for [Fill in number of Shares] _____ Shares. I have chosen the following form(s) of payment:

[ ] 1. Cash

[ ] 2. Certified or bank check payable to Relay Therapeutics, Inc.

[ ] 3. Other (as referenced in the Agreement and described in the Plan (please describe))
_____.

In connection with my exercise of the option as set forth above, I hereby represent and warrant to the Company as follows:

(i) I am purchasing the Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.

(iii) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period of time.

(v) I understand that the Shares may not be registered under the Securities Act of 1933 (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Securities Act of 1933 and under any applicable state securities or "blue sky" laws (or exemptions from the

registration requirement thereof). I further acknowledge that certificates representing Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) I have read and understand the Plan and acknowledge and agree that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) I understand and agree that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) I understand and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) I understand and agree that I may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

Sincerely yours,

_____

Name:

Address:

_____

_____

_____

Date: _____

NON-QUALIFIED STOCK OPTION GRANT NOTICE
UNDER THE RELAY THERAPEUTICS, INC.
2016 STOCK OPTION AND GRANT PLAN

Pursuant to the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "Plan"), Relay Therapeutics, Inc., a Delaware corporation (together with any successor, the "Company"), has granted to the individual named below, an option (the "Stock Option") to purchase on or prior to the Expiration Date, or such earlier date as is specified herein, all or any part of the number of shares of Common Stock, par value $0.001 per share ("Common Stock"), of the Company indicated below (the "Shares"), at the Option Exercise Price per share, subject to the terms and conditions set forth in this Non-Qualified Stock Option Grant Notice (the "Grant Notice"), the attached Non-Qualified Stock Option Agreement (the "Agreement") and the Plan. This Stock Option is not intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code").

Name of Optionee:	_____ (the "Optionee")
No. of Shares:	_____ Shares of Common Stock
Grant Date:	_____
Vesting Commencement Date:	_____ (the "Vesting Commencement Date")
Expiration Date:	_____ (the "Expiration Date")
Option Exercise Price/Share:	$_____ (the "Option Exercise Price")
Vesting Schedule:	[25] percent of the Shares shall vest and become exercisable on the first anniversary of the Vesting Commencement Date; provided that the Optionee continues to have a Service Relationship with the Company at such time. Thereafter, the remaining [75] percent of the Shares shall vest and become exercisable in [36] equal monthly installments following the first anniversary of the Vesting Commencement Date, provided the Optionee continues to have a Service Relationship with the Company on each vesting date. [Notwithstanding anything in the Agreement to the contrary, in the case of a Sale Event, this Stock Option and the Shares shall be treated as provided in Section 3(c) of the Plan] **[provided; however INSERT ANY ACCELERATED VESTING PROVISION HERE]**.

Attachments: Non-Qualified Stock Option Agreement, 2016 Stock Option and Grant Plan

NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER THE RELAY THERAPEUTICS
2016 STOCK OPTION AND GRANT PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Grant Notice and the Plan.

1. Vesting, Exercisability and Termination.

(a) No portion of this Stock Option may be exercised until such portion shall have vested and become exercisable.

(b) Except as set forth below, and subject to the determination of the Committee in its sole discretion to accelerate the vesting schedule hereunder, this Stock Option shall be vested and exercisable on the respective dates indicated below:

(i) This Stock Option shall initially be unvested and unexercisable.

(ii) This Stock Option shall vest and become exercisable in accordance with the Vesting Schedule set forth in the Grant Notice.

(c) Termination. Except as may otherwise be provided by the Committee, if the Optionee's Service Relationship is terminated, the period within which to exercise this Stock Option will be subject to earlier termination as set forth below (and if not exercised within such period, shall thereafter terminate subject, in each case, to Section 3(c) of the Plan):

(i) Termination Due to Death or Disability. If the Optionee's Service Relationship terminates by reason of such Optionee's death or Disability, this Stock Option may be exercised, to the extent exercisable on the date of such termination, by the Optionee, the Optionee's legal representative or legatee for a period of 12 months from the date of death or Disability or until the Expiration Date, if earlier.

(ii) Other Termination. If the Optionee's Service Relationship terminates for any reason other than death or Disability, and unless otherwise determined by the Committee, this Stock Option may be exercised, to the extent exercisable on the date of termination, for a period of 90 days from the date of termination or until the Expiration Date, if earlier; provided however, if the Optionee's Service Relationship is terminated for Cause, this Stock Option shall terminate immediately upon the date of such termination.

For purposes hereof, the Committee's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees and any Permitted Transferee. Any portion of this Stock Option that is not vested and exercisable on the date of termination of the Service Relationship shall terminate immediately and be null and void.

2. Exercise of Stock Option.

(a) The Optionee may exercise this Stock Option only in the following manner: Prior to the Expiration Date, the Optionee may deliver a Stock Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Shares with respect to which this Stock Option is then exercisable. Such notice shall specify the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the methods described in Section 5 of the Plan, subject to the limitations contained in such Section of the Plan, including the requirement that the Committee specifically approve in advance certain payment methods.

(b) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan.

4. Transferability of Stock Option. This Stock Option is personal to the Optionee and is not transferable by the Optionee in any manner other than by will or by the laws of descent and distribution. The Stock Option may be exercised during the Optionee's lifetime only by the Optionee (or by the Optionee's guardian or personal representative in the event of the Optionee's incapacity). The Optionee may elect to designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company; such beneficiary may exercise the Optionee's Stock Option in the event of the Optionee's death to the extent provided herein. If the Optionee does not designate a beneficiary, or if the designated beneficiary predeceases the Optionee, the legal representative of the Optionee may exercise this Stock Option to the extent provided herein in the event of the Optionee's death.

5. Restrictions on Transfer of Shares. The Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan.

6. Miscellaneous Provisions.

(a) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(b) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reincorporation, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Agreement shall apply with equal force to additional and/or substitute securities, if any, received by the Optionee in exchange for, or by virtue of his or her ownership of, this Stock Option or Shares acquired pursuant thereto.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Optionee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Optionee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter. The execution of this Agreement satisfies in full any express or implied obligation, agreement or promise by or on the part of the Company to grant or issue to the Grantee any equity interest in the Company pursuant to any offer letter, employment agreement, consulting or other written or oral agreement or arrangement as of the Grant Date.

7. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or this Stock Option, this Agreement, or the breach, termination or validity of the Plan, this Stock

Option or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Optionee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 7 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

RELAY THERAPEUTICS, INC.

By: _____
Name:
Title:

Address:

_____

_____

_____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof, and understands that this Stock Option is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Grant Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

OPTIONEE:

_____

Name:

Address:

_____

_____

_____

[SPOUSE'S CONSENT[1]
I acknowledge that I have read the foregoing Non-Qualified Stock Option Agreement and understand the contents thereof.
_____]

[1] A spouse's consent is recommended only if the Optionee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

DESIGNATED BENEFICIARY:

_____

Beneficiary's Address:

_____

_____

_____

Appendix A

STOCK OPTION EXERCISE NOTICE

Relay Therapeutics, Inc.
Attention: [_____]
_____
_____

Pursuant to the terms of the grant notice and stock option agreement between the undersigned and Relay Therapeutics, Inc. (the "Company") dated _____ (the "Agreement") under the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan, I, [Insert Name] _____, hereby [Circle One] partially/fully exercise such option by including herein payment in the amount of $_____ representing the purchase price for [Fill in number of Shares] _____ Shares. I have chosen the following form(s) of payment:

[ ] 1. Cash
[ ] 2. Certified or bank check payable to Relay Therapeutics, Inc.
[ ] 3. Other (as referenced in the Agreement and described in the Plan (please describe))
_____.

In connection with my exercise of the option as set forth above, I hereby represent and warrant to the Company as follows:

(i) I am purchasing the Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.

(iii) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period of time.

(v) I understand that the Shares may not be registered under the Securities Act of 1933 (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Securities Act of 1933 and under any applicable state securities or "blue sky" laws (or exemptions from the

registration requirement thereof). I further acknowledge that certificates representing Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) I have read and understand the Plan and acknowledge and agree that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) I understand and agree that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) I understand and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) I understand and agree that I may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

Sincerely yours,

_____

Name:

Address:

_____

_____

_____

Date: _____

RESTRICTED STOCK AWARD NOTICE
UNDER THE RELAY THERAPEUTICS, INC.
2016 STOCK OPTION AND GRANT PLAN

Pursuant to the Relay Therapeutics, Inc. 2016 Stock Option and Grant Plan (the "Plan"), Relay Therapeutics, Inc., a Delaware corporation (together with any successor, the "Company"), hereby grants, sells and issues to the individual named below, the Shares at the Per Share Purchase Price, subject to the terms and conditions set forth in this Restricted Stock Award Notice (the "Award Notice"), the attached Restricted Stock Agreement (the "Agreement") and the Plan. The Grantee agrees to the provisions set forth herein and acknowledges that each such provision is a material condition of the Company's agreement to issue and sell the Shares to him or her. The Company hereby acknowledges receipt of $**[_____]** in full payment for the Shares. All references to share prices and amounts herein shall be equitably adjusted to reflect stock splits, stock dividends, recapitalizations, mergers, reorganizations and similar changes affecting the capital stock of the Company, and any shares of capital stock of the Company received on or in respect of Shares in connection with any such event (including any shares of capital stock or any right, option or warrant to receive the same or any security convertible into or exchangeable for any such shares or received upon conversion of any such shares) shall be subject to this Agreement on the same basis and extent at the relevant time as the Shares in respect of which they were issued, and shall be deemed Shares as if and to the same extent they were issued at the date hereof.

Name of Grantee:	_____ (the "Grantee")
No. of Shares:	_____ Shares of Common Stock (the "Shares")
Grant Date:	_____ __, ____[1]
Date of Purchase of Shares:	_____ __, ____
Vesting Commencement Date:	_____ __, ____ (the "Vesting Commencement Date")
Per Share Purchase Price:	$_____ (the "Per Share Purchase Price")

[1] 83(b) Election must be made within 30 days of the date of sale or grant.

Vesting Schedule:	25 percent of the Shares shall vest on the first anniversary of the Vesting Commencement Date; provided that the Grantee continues to have a Service Relationship with the Company at such time. Thereafter, the remaining 75 percent of the Shares shall vest in 36 equal monthly installments following the first anniversary of the Vesting Commencement Date until [_____], on which date, subject to the vesting conditions herein, all remaining Shares shall vest, provided the Grantee continues to have a Service Relationship with the Company at such time. Notwithstanding anything in the Agreement to the contrary in the case of a Sale Event, the Shares of Restricted Stock shall be treated as provided in Section 3(c) of the Plan.
Attachments:	Restricted Stock Agreement, 2016 Stock Option and Grant Plan

RESTRICTED STOCK AGREEMENT
UNDER THE RELAY THERAPEUTICS, INC.
2016 STOCK OPTION AND GRANT PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Award Notice and the Plan.

1. Purchase and Sale of Shares; Vesting; Investment Representations.

(a) Purchase and Sale. The Company hereby sells to the Grantee, and the Grantee hereby purchases from the Company, the number of Shares set forth in the Award Notice for the Per Share Purchase Price.

(b) Vesting. Initially, all of the Shares are non-transferable and subject to a substantial risk of forfeiture and are Shares of Restricted Stock. The risk of forfeiture shall lapse with respect to the Shares on the respective dates indicated on the Vesting Schedule set forth in the Award Notice.

(c) Investment Representations. In connection with the purchase and sale of the Shares contemplated by Section 1(a) above, the Grantee hereby represents and warrants to the Company as follows:

(i) The Grantee is purchasing the Shares for the Grantee's own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) The Grantee has had such an opportunity as he or she has deemed adequate to obtain from the Company such information as is necessary to permit him or her to evaluate the merits and risks of the Grantee's investment in the Company and has consulted with the Grantee's own advisers with respect to the Grantee's investment in the Company.

(iii) The Grantee has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) The Grantee can afford a complete loss of the value of the Shares and is able to bear the economic risk of holding such Shares for an indefinite period.

(v) The Grantee understands that the Shares are not registered under the Act (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Act and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirements thereof). The Grantee further acknowledges that certificates representing the Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) The Grantee has read and understands the Plan and acknowledges and agrees that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) The Grantee understands and agrees that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) The Grantee understands and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) The Grantee understands and agrees that the Grantee may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

2. Repurchase Right. Upon a Termination Event, the Company shall have the right to repurchase Shares of Restricted Stock that are unvested as of the date of such Termination Event as set forth in Section 9(c) of the Plan.

3. Restrictions on Transfer of Shares. The Shares (whether or not vested) shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Restricted Stock Award shall be subject to and governed by all the terms and conditions of the Plan.

5. Miscellaneous Provisions.

(a) Record Owner; Dividends. The Grantee and any Permitted Transferees, during the duration of this Agreement, shall be considered the record owners of and shall be entitled to vote the Shares if and to the extent the Shares are entitled to voting rights. The Grantee and any Permitted Transferees shall be entitled to receive all dividends and any other distributions declared on the Shares; provided, however, that the Company is under no duty to declare any such dividends or to make any such distribution.

(b) Section 83(b) Election. The Grantee shall consult with the Grantee's tax advisor to determine whether it would be appropriate for the Grantee to make an election under Section 83(b) of the Code with respect to this Award. Any such election must be filed with the Internal Revenue Service within 30 days of the date of this Award. If the Grantee makes an election under Section 83(b) of the Code, the Grantee shall give prompt notice to the Company (and provide a copy of such election to the Company).

(c) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(d) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Grantee.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(f) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(g) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(h) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Grantee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(i) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(j) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(k) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter. The execution of this Agreement satisfies in full any express or implied obligation, agreement or promise by or on the part of the Company to grant or issue to the Grantee any equity interest in the Company pursuant to any offer letter, employment agreement, consulting or other written or oral agreement or arrangement as of the Grant Date.

6. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or the Shares, this Agreement, or the breach, termination or validity of the Plan, the Shares or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1 - 16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Grantee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 6 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

The foregoing Restricted Stock Agreement is hereby accepted and the terms and conditions thereof are hereby agreed to by the undersigned as of the date of purchase of Shares above written.

RELAY THERAPEUTICS, INC.

By: _____
Name:
Title:

Address:

_____

_____

_____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof and understands that the Shares granted hereby are subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Award Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 6 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

GRANTEE:

_____
Name:

Address:

_____

_____

_____

[SPOUSE'S CONSENT[2]
I acknowledge that I have read the foregoing Restricted
Stock Agreement and understand the contents thereof.

_____]

[2] A spouse's consent is required only if the Grantee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington and Wisconsin.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made as of this 10 day of January, 2018, between **ARE-MA REGION NO. 58, LLC**, a Delaware limited liability company ("**Landlord**"), and **RELAY THERAPEUTICS, INC.,** a Delaware corporation ("**Tenant**").

BASIC LEASE PROVISIONS

Building: That certain to-be-constructed building to be known as 399 Binney Street, Cambridge, MA 02139

Premises: That portion of the Building containing approximately 44,336 rentable square feet consisting of (i) the entire 2nd floor containing approximately 43,364 rentable square feet (the "**Second Floor Space**"), and (ii) a portion of the 4th floor containing approximately 972 rentable square feet (the "**Fourth Floor Space**"), as shown on **Exhibit A**.

Building: The to-be-constructed Building to be located in the Project which shall be known and numbered as 399 Binney Street, One Kendall Square, Cambridge, Massachusetts, and located on the real property owned by Landlord and described on **Exhibit B** (the "**Property**").

Project: The project commonly known as One Kendall Square, located on the Property and property owned by affiliates of Landlord and operated as single mixed-use complex.

Base Rent: $80.00 per rentable square foot of the Premises per year, subject to adjustment as provided in Section 4 below.

Rentable Area of Premises: 44,336 rentable square feet

Rentable Area of Project: 814,899 rentable square feet

Rentable Area of Building: 165,194 rentable square feet

Building's Share of Project: 20.27%

Tenant's Share: 26.84%

Security Deposit: $878,140.00

Target Commencement Date: November 1, 2018

Rent Adjustment Percentage: 3%

Base Term: Beginning on the Commencement Date and ending 120 months from the first day of the first full month following the Rent Commencement Date. For clarity, if the Rent Commencement Date occurs on the first day of a month, the Base Term shall be measured from that date. If the Rent Commencement Date occurs on a day other than the first day of a month, the Base Term shall be measured from the first day of the following month.

Permitted Use: With respect to the Second Floor Space, research and development laboratory, related office and other related uses consistent with the character of the Project and otherwise in compliance with the provisions of Section 7 hereof.

With respect to the Fourth Floor Space, the storage of non-hazardous property of Tenant or other non-occupancy use in compliance with the provisions of Section 7 hereof.

Address for Rent Payment:
PO Box 975383
Dallas, TX 75397-5383

Landlord's Notice Address:
385 East Colorado Boulevard, Suite 299
Pasadena, CA 91101
Attention: Corporate Secretary

Tenant's Notice Address
Prior to the Commencement Date:
215 First Street, 3rd Floor
Cambridge, Massachusetts 02142
Attention: Lease Administrator

Tenant's Notice Address
After the Commencement Date:
399 Binney Street, 3rd Floor
Cambridge, Massachusetts 02142
Attention: Lease Administrator

The following Exhibits and Addenda are attached hereto and incorporated herein by this reference:

[X] **EXHIBIT A** - PREMISES DESCRIPTION
[X] **EXHIBIT B** - DESCRIPTION OF PROPERTY
[X] **EXHIBIT C** - WORK LETTER
[X] **EXHIBIT D** - COMMENCEMENT DATE
[X] **EXHIBIT E** - RULES AND REGULATIONS
[X] **EXHIBIT F** - TENANT'S PERSONAL PROPERTY

1. **Lease of Premises**. Upon and subject to all of the terms and conditions of this Lease, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. The portions of the Project that are for the non-exclusive use of tenants of the Project including, without limitation, public or common lobbies, common chases and conduits, mechanical and utility rooms, hallways, stairways, elevators and common walkways, the common toilets, corridors and elevator lobby of any multi-tenant floor, access roads, driveways, parking areas, loading areas, pedestrian sidewalks, landscaped areas and trash enclosures are collectively referred to herein as the "**Common Areas**." In addition to other rights reserved herein or by law, Landlord reserves the right from time to time, without material interruption of Tenant's use of the Premises for the Permitted Use or Tenant's access to the Premises (except in an emergency): (i) to make additions to or reconstruction of the Building, Property and Project and to install, use, maintain, repair, replace and relocate for service to the Premises or other parts of the Building, Property and/or Project, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises, the Building, the Property or elsewhere in the Project, including without limitation, the installation of such facilities in the plenums of the ceilings of the Premises (or, if there is no drop ceiling, within the space above 10 feet of any floor of the Premises), and coring therefor between the ceiling or top surface of any portion of the Premises, and the space above the Premises in the plenum or below the top of the Premises as aforesaid; and (ii) to modify, relocate or make additions to or reductions from any Common Area or facility.

2. **Delivery; Acceptance of Premises; Commencement Date**. Landlord shall use reasonable efforts to deliver the Premises to Tenant on or before the Target Commencement Date, with Landlord's Work Tl Substantially Completed ("**Delivery**" or "**Deliver**"). If Landlord fails to timely Deliver the Premises, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and this Lease shall not be void or voidable except as provided herein. If Landlord does not Deliver the Premises within 120 days of the Target Commencement Date for any reason other than delays due to Force Majeure and Tenant Delays, this Lease may be terminated by Tenant by written notice to Landlord, and if so terminated by Tenant: (a) the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant; and (b) neither Landlord nor Tenant shall have any further rights, duties or obligations under this Lease, except with respect to provisions which expressly survive termination of this Lease. As used herein, the terms "**Landlord's Work**," "**Tenant Delays**" and "**TI Substantially Completed**" shall have the meanings set forth for such terms in the Work Letter. "**Force Majeure**" shall have the meaning set forth in Section 34 of this Lease. If Tenant does not elect to terminate this Lease within 5 business days of the lapse of such 120 day period, such right to terminate this Lease shall be waived and this Lease shall remain in full force and effect.

The "**Commencement Date**" shall be the earlier of: (i) the date Landlord Delivers the Premises to Tenant; (ii) the date Landlord could have Delivered the Premises but for Tenant Delays; or (iii) the date Tenant conducts any business in the Premises or any part thereof. The "**Rent Commencement Date**" shall be the date that is 90 days after the Commencement Date. Upon request of Landlord, Tenant shall execute and deliver a written acknowledgment of the Commencement Date, the Rent Commencement Date and the expiration date of the Term when such are established in the form of the "Acknowledgement of Commencement Date" attached to this Lease as **Exhibit D**; provided, however, Tenant's failure to execute and deliver such acknowledgment shall not affect Landlord's rights hereunder. The "**Term**" of this Lease shall be the Base Term, as defined above in the Basic Lease Provisions and the Extension Term which Tenant may elect pursuant to Section 40 hereof.

Except as set forth in the Work Letter: (i) Tenant shall accept the Premises in their condition as of the Commencement Date, subject to all applicable Legal Requirements (as defined in Section 7 hereof); (ii) Landlord shall have no obligation for any defects in the Premises, except as expressly provided in the Work Letter; and (iii) Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken. Any occupancy of the Premises by Tenant before the Commencement Date shall be subject to all of the terms and conditions of this Lease, excluding the obligation to pay Base Rent if such access is pursuant to Section 6 of the Work Letter and not for the conduct of Tenant's business.

Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Premises, the Building or the Project, and/or the suitability of the Premises, the Building or the Project for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises, the Building or the Project are suitable for Tenant's use of the Premises for the Permitted Use. Landlord covenants to deliver Landlord's Work in the Premises in compliance with applicable Legal Requirements in effect on the date of Delivery. Landlord represents and warrants that the person signing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease on behalf of Landlord as a legally binding contract of Landlord. Tenant represents and warrants that the person signing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant as a legally binding contract of Tenant. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein. Landlord in executing this Lease does so in reliance upon Tenant's representations, warranties, acknowledgments and agreements contained herein.

3. **Rent**.

(a) **Base Rent**. Base Rent for the month in which the Rent Commencement Date occurs shall be due and payable no later than May 1, 2018. Tenant shall pay to Landlord in advance, without demand, abatement, deduction or set-off, equal monthly installments of Base Rent on or before the first day of each calendar month during the Term hereof after the Rent Commencement Date, in lawful money of the United States of America, at the office of Landlord for payment of Rent set forth above, or to such other person or at such other place as Landlord may from time to time designate in writing. Payments of Base Rent for any fractional calendar month shall be prorated. If the Rent Commencement Date is other than the first day of a calendar month, the difference between the first full calendar month's Base Rent paid upon delivery of an executed copy of this Lease by Tenant to Landlord as required above, and the prorated Base Rent for the fractional month in which the Rent Commencement Date occurs, shall be applied by Landlord to such first full calendar month after the Rent Commencement Date and Tenant shall pay the remainder of the first full calendar month's rent to Landlord on or before the first day of such first full calendar month. The obligation of Tenant to pay Base Rent, Additional Rent and any other sums to Landlord and the obligations of Landlord under this Lease

are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any Rent (as defined in Section 5) due hereunder except for any abatement as may be expressly provided in this Lease.

(b) **Additional Rent**. In addition to Base Rent, Tenant agrees to pay to Landlord as additional rent ("**Additional Rent**"): (i) commencing on the Rent Commencement Date, Tenant's Share of Operating Expenses (as defined in Section 5), and (ii) any and all other amounts Tenant assumes or agrees to pay under the provisions of this Lease, including, without limitation, any and all other sums that may become due by reason of any default of Tenant or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant, after any applicable notice and cure period.

4. **Base Rent Adjustments**. Base Rent shall be increased on each annual anniversary of the Rent Commencement Date (each an "**Adjustment Date**") by multiplying the Base Rent payable immediately before such Adjustment Date by the Rent Adjustment Percentage and adding the resulting amount to the Base Rent payable immediately before such Adjustment Date. Base Rent, as so adjusted, shall thereafter be due as provided herein. Base Rent adjustments for any fractional calendar month shall be prorated.

5. **Operating Expense Payments**. Landlord shall deliver to Tenant a written estimate of Operating Expenses for each calendar year during the Term on or before the date that is 30 days prior to the first day of each calendar year (the "**Annual Estimate**"), which may be revised by Landlord from time to time during such calendar year. Commencing on the Rent Commencement Date and continuing thereafter on the first day of each month during the Term, Tenant shall pay Landlord an amount equal to 1/12th of Tenant's Share of the Annual Estimate. Payments for any fractional calendar month shall be prorated.

The term "**Operating Expenses**" means all costs and expenses of any kind or description whatsoever incurred or accrued each calendar year by Landlord in accordance with Landlord's (and Landlord's affiliates) regular accounting practices with respect to the Building and Property, which shall be in accordance with sound real estate accounting practices (including, without duplication, the Building's Share of Project with respect to all costs and expenses of any kind or description incurred or accrued by Landlord with respect to the Project which are not specific to the Building or Property or any other building or property located in the Project) including, without duplication or limitation, (w) Taxes (as defined in Section 9), (x) capital repairs, replacements and improvements amortized over the lesser of 10 years or the useful life of such capital items (except for capital repairs, replacements and improvements to the roof, which shall be amortized over 15 years), adjusted to reflect Building operations 24 hours per day, 7 days per week and 365 days per year (provided that those Operating Expenses incurred or accrued by Landlord with respect to any capital repairs, replacements or improvements which are for the intended purpose of promoting sustainability (for example, without limitation, by reducing energy usage at the Project) (a "**Capital Sustainability Expenditure**") may be amortized over a shorter period, at Landlord's discretion, to the extent the cost of a Capital Sustainability Expenditure is offset by a reduction in Operating Expenses), (y) transportation services, and (z) the costs of Landlord's third party property manager (not to exceed 2.5% of Base Rent) or, if there is no third party property manager, administration rent in the amount of 2.5% of Base Rent, excluding only:

(a) the original construction costs of the Project and renovation prior to the date of the Lease and costs of correcting defects in such original construction or renovation;

(b) capital expenditures for expansion of the Project, and with respect to other capital expenditures, subject to amortization as provided in this Section 5;

(c) interest, principal payments of Mortgage (as defined in Section 27) debts of Landlord, financing costs and amortization of funds borrowed by Landlord, whether secured or unsecured and all payments of base rent (but not taxes or operating expenses) under any ground lease or other underlying lease of all or any portion of the Project;

(d) depreciation of the Project (except for capital improvements, the cost of which are includable in Operating Expenses);

(e) advertising, legal and space planning expenses and leasing commissions and other costs and expenses incurred in procuring and leasing space to tenants for the Project, including any leasing office maintained in the Project, free rent and construction allowances for tenants;

(f) legal and other expenses incurred in the negotiation or enforcement of leases;

(g) completing, fixturing, improving, renovating, painting, redecorating or other work, which Landlord pays for or performs for other tenants within their premises, and costs of correcting defects in such work;

(h) costs to be reimbursed by other tenants of the Project or Taxes to be paid directly by Tenant or other tenants of the Project, whether or not actually paid;

(i) salaries, wages, benefits and other compensation paid to (i) personnel of Landlord or its agents or contractors above the position of the person, regardless of title, who has day-to-day management responsibility for the Project or (ii) officers and employees of Landlord or its affiliates who are not assigned in whole or in part to the operation, management, maintenance or repair of the Project; provided, however, that with respect to any such person who does not devote substantially all of his or her employed time to the Project, the salaries, wages, benefits and other compensation of such person shall be prorated to reflect time spent on matters related to operating, managing, maintaining or repairing the Project in comparison to the time spent on matters unrelated to operating, managing, maintaining or repairing the Project;

(j) general organizational, administrative and overhead costs relating to maintaining Landlord's existence, either as a corporation, partnership, or other entity, including general corporate, legal and accounting expenses;

(k) costs (including attorneys' fees and costs of settlement, judgments and payments in lieu thereof) incurred in connection with disputes with tenants, other occupants, or prospective tenants, and costs and expenses, including legal fees, incurred in connection with negotiations or disputes with employees, consultants, management agents, leasing agents, purchasers or mortgagees of the Building or Property;

(I) costs incurred by Landlord due to the violation by Landlord, its employees, agents or contractors or any tenant of the terms and conditions of any lease of space in the Project or any Legal Requirement (as defined in Section 7);

(m) penalties, fines or interest incurred as a result of Landlord's inability or failure to make payment of Taxes and/or to file any tax or informational returns when due, or from Landlord's failure to make any payment of Taxes required to be made by Landlord hereunder before delinquency;

(n) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in or to the Project to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;

(o) costs of Landlord's charitable or political contributions, or of fine art maintained at the Project;

(p) costs in connection with services (including electricity), items or other benefits of a type which are not standard for the Project and which are not available to Tenant without specific charges therefor, but which are provided to another tenant or occupant of the Project, whether or not such other tenant or occupant is specifically charged therefor by Landlord;

(q) costs incurred in the sale or refinancing of the Property or Project;

(r) net income taxes of Landlord or the owner of any interest in the Property or Project, franchise, capital stock, gift, estate or inheritance taxes or any federal, state or local documentary taxes imposed against the Property or Project or any portion thereof or interest therein;

(s) any expenses otherwise includable within Operating Expenses to the extent actually reimbursed by persons other than tenants of the Project under leases for space in the Project, including, without limitation, expenses actually reimbursed by an insurance company under insurance policies required to be maintained by Landlord in accordance with Section 17;

(t) Operating Expense reserves (including reserves for Taxes);

(u) rentals of equipment ordinarily considered to be of a capital nature (such as elevators and HVAC systems) except if such equipment is reasonably and customarily leased either temporarily or permanently in the operation of comparable office and laboratory buildings in the Cambridge area, such as lifts;

(v) any costs or expenses that are duplicative of maintenance and repair costs and expenses actually paid by Tenant in satisfaction of Tenant's maintenance and repair obligations pursuant to this Lease;

(w) costs or expenses occasioned by condemnation that are actually recovered by Landlord in any condemnation awards;

(x) costs reimbursed to Landlord under any warranty carried by Landlord for the Project;

(y) costs arising from the gross negligence or willful misconduct of Landlord or its agents, and employees;

(z) expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm or other casualty insured against, or condemnation, to the extent of reimbursement of such expenses (excluding commercially reasonable deductibles);

(aa) expenses for the replacement of any item covered under warranty to the extent of the amount covered, less any reasonable costs of enforcement;

(bb) expenses for any item or service not made available to Tenant but provided to any other tenants in the Building, and any costs for services or utilities provided to other tenants in the Building which are in excess of those which are to be provided to Tenant under this Lease without additional or separate charge;

(cc) the cost of any separate electrical meter or any survey Landlord may provide to any of the other tenants in the Building (except to the extent required by applicable Legal Requirements to be performed generally for tenant spaces in the Building, such as pursuant to the Cambridge Building Energy Use Disclosure Ordinance (as defined in Section 7);

(dd) fees or costs paid to affiliates of Landlord (other than the management fee addressed above) to the extent that such fees exceed the customary amount charged for the services provided;

(ee) costs of signs in or on the Project identifying in each case only (i) the owner of the Building, (ii) another tenant, or (iii) other tenants;

(ff) travel and entertainment costs and the costs of gifts; and

(gg) rent and other costs incurred in connection with a management or leasing office to the extent that the rental rate for such office space exceeds the fair market rental value of office space occupied by management personnel of comparable Class A office and laboratory buildings in Cambridge, Massachusetts.

Within 90 days after the end of each calendar year (or such longer period as may be reasonably required), Landlord shall furnish to Tenant a statement (an "**Annual Statement**") showing in reasonable detail: (a) the total and Tenant's Share of actual Operating Expenses for the previous calendar year, and (b) the total of Tenant's payments in respect of Operating Expenses for such year. If Tenant's Share of actual Operating Expenses for such year exceeds Tenant's payments of Operating Expenses for such year, the excess shall be due and payable by Tenant as Rent within 30 days after delivery of such Annual Statement to Tenant. If Tenant's payments of Operating Expenses for such year exceed Tenant's Share of actual Operating Expenses for such year Landlord shall pay the excess to Tenant within 30 days after delivery of such Annual Statement or credit the excess amount to the next succeeding installments of estimated Operating Expenses, except that after the expiration, or earlier termination of the Term or if Tenant is delinquent in its obligation to pay Rent, Landlord shall pay or credit the excess to Tenant after deducting all other amounts due Landlord.

The Annual Statement shall be final and binding upon Tenant unless Tenant, within 120 days after Tenant's receipt thereof, shall contest any item therein by giving written notice to Landlord, specifying each item contested and the reason therefor. If, during such 120 day period, Tenant reasonably and in good faith questions or contests the accuracy of Landlord's statement of Tenant's Share of Operating Expenses, Landlord will provide Tenant with access to Landlord's books and records relating to the operation of the Project and such information as Landlord reasonably determines to be responsive to Tenant's questions (the "**Expense Information**"). If after Tenant's review of such Expense Information, Landlord and Tenant cannot agree upon the amount of Tenant's Share of Operating Expenses, then Tenant shall have the right to have an independent regionally recognized public accounting firm selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld or delayed), working pursuant to a fee arrangement other than a contingent fee (at Tenant's sole cost and expense), audit and/or review the Expense Information for the year in question (the "**Independent Review**"). The results of any such Independent Review shall be binding on Landlord and Tenant. If the Independent Review shows that the payments actually made by Tenant with respect to Operating Expenses for the calendar year in question exceeded Tenant's Share of Operating Expenses for such calendar year, Landlord shall at Landlord's option either (i) credit the excess amount to the next succeeding installments of estimated Operating Expenses or (ii) pay the excess to Tenant within 30 days after delivery of such statement, except that after the expiration or earlier termination of this Lease or if Tenant is delinquent in its obligation to pay Rent, Landlord shall pay the excess to Tenant after deducting all other amounts due Landlord. If the Independent Review shows that Tenant's payments with respect to Operating Expenses for such calendar year were less than Tenant's Share of Operating Expenses for the calendar year, Tenant shall pay the deficiency to Landlord within 30 days after delivery of such statement. If the Independent Review shows that Tenant has overpaid with respect to Operating Expenses by more than 5% then Landlord shall reimburse Tenant for all reasonable out-of-pocket costs incurred by Tenant for the Independent Review. Operating Expenses for the calendar years in which Tenant's obligation to share therein begins and ends shall be prorated. Notwithstanding anything set forth herein to the contrary, if the Building is not at least 95% occupied on average during any year of the Term, Tenant's Share of Operating Expenses for such year shall be computed as though the Building had been 95% occupied on average during such year.

"**Tenant's Share**" shall be the percentage set forth in the Basic Lease Provisions as Tenant's Share, and "**Building's Share of Project**" shall be the percentage set forth in the Basic Lease Provisions as the Building's Share of Project, each as may be reasonably adjusted by for changes in the physical size of the Premises, Building, Property or Project occurring thereafter. Landlord may cause, on or before the Commencement Date the rentable square footage of the Premises and/or the Building to be remeasured by the Project Architect (as defined in the Work Letter), based upon the Tl Construction Drawings (as defined in the Work Letter), in accordance with the Standard Method of Measuring Floor Area in Office Buildings as adopted by the Building Owners and Managers Association International (ANSI/SOMA Z65.1-1996), as customarily modified for laboratory properties in the Cambridge, Massachusetts market. If the actual rentable square footage of the Premises or the Building deviates from the amount specified in the definitions of "Premises," "Rentable Area of Premises" and "Rentable Area of Building" on page 1 of this Lease, then, promptly following such measurement, this Lease shall be amended so as to (i) reflect the actual rentable square footage thereof in the definitions of "Rentable Area of Premises," "Rentable Area of Building" and "Rentable Area of Project", and (ii) appropriately adjust the amounts set forth in the definitions of "Tenant's Share" and "Building's Share of Project" which were calculated based on the estimated rentable square footage of the Premises, the Building and the Project set forth in the Basis Lease Provisions and the Premises shall not be subject to further re-measurement. Landlord may equitably increase Tenant's Share for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Premises or only a portion of the Building, Property or Project that includes the Premises or that varies with occupancy or use. Landlord may equitably increase the Building's Share of Project for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Building or only a portion of the Property or Project that includes the Building or that varies with occupancy or use of the Building. Base Rent, Tenant's Share of Operating Expenses and all other amounts payable by Tenant to Landlord hereunder are collectively referred to herein as "**Rent**."

6. **Security Deposit**. On or prior to the earlier to occur of October 1, 2018, or the date that is 30 days prior to the anticipated Tl Substantial Completion of the Tenant Improvements, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") for the performance of all of Tenant's obligations hereunder in the amount set forth in the Basic Lease Provisions, which Security Deposit shall be in the form of an unconditional, irrevocable and transferable letter of credit (the "**Letter of Credif**"): (i) in form and substance reasonably satisfactory to Landlord, (ii) naming Landlord as beneficiary, (iii) expressly allowing Landlord to draw upon it at any time from time to time by delivering to the issuer notice that Landlord is entitled to draw thereunder, (iv) issued by an FDIC-insured financial institution reasonably satisfactory to Landlord, and (v) redeemable by presentation of a sight draft in the state in which the Premises are located. If Tenant does not provide Landlord with a substitute Letter of Credit complying with all of the requirements hereof at least 10 days before the stated expiration date of any then current Letter of Credit, Landlord shall have the right to draw the full amount of the current Letter of Credit and hold the funds drawn in cash without obligation for interest thereon as the Security Deposit. The Security Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of a Default (as defined in Section 20), Landlord may use all or any part of the Security Deposit to pay delinquent payments due under this Lease, and the cost of any damage, injury, expense or liability caused by such Default, without prejudice to any other remedy provided herein or provided by law. Upon any such use of all or any portion of the Security Deposit, Tenant shall pay Landlord within 10 days of demand the amount that will restore the Security Deposit to the amount set forth in the Basic Lease Provisions. Tenant hereby waives the provisions of any law, now or hereafter in force, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. Upon bankruptcy or

other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for periods prior to the filing of such proceedings. Upon any such use of all or any portion of the Security Deposit, Tenant shall, within 10 days after demand from Landlord, restore the Security Deposit to its original amount. If Tenant is not then in default under this Lease, the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within 60 days after the expiration or earlier termination of this Lease.

If Landlord transfers its interest in the Project or this Lease, Landlord shall either (a) transfer any Security Deposit then held by Landlord to a person or entity assuming Landlord's obligations under this Section 6, or (b) return to Tenant any Security Deposit then held by Landlord and remaining after the deductions permitted herein. Upon such transfer to such transferee or the return of the Security Deposit to Tenant, Landlord shall have no further obligation with respect to the Security Deposit, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee, and no interest shall accrue thereon.

7. **Use**.

(a) **Tenant's Use**. The Premises shall be used solely for the Permitted Use set forth in the Basic Lease Provisions, and in compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, and to the use and occupancy thereof, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. § 12101, et seq. (together with the regulations promulgated pursuant thereto, "**ADA**") (collectively, "**Legal Requirements**" and each, a "**Legal Requirement**"). Tenant shall, upon 5 days' written notice from Landlord, discontinue any use of the Premises which is declared by any Governmental Authority (as defined in Section 9) having jurisdiction to be a violation of a Legal Requirement. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler or other credits. Tenant shall not permit any part of the Premises to be used as a "place of public accommodation", as defined in the ADA or any similar legal requirement. Tenant shall reimburse Landlord promptly upon demand for any additional premium charged for any such insurance policy by reason of Tenant's failure to comply with the provisions of this Section or otherwise caused by Tenant's particular use and/or occupancy of the Premises. Tenant shall use the Premises in a careful, safe and proper manner and shall not commit or permit waste, overload the floor or structure of the Premises, or subject the Premises to use that would damage the Premises. Tenant shall not obstruct or interfere with the rights of Landlord or other tenants or occupants of the Project, including, without limitation, conducting or giving notice of any auction, liquidation, or going out of business sale on the Premises. Tenant shall not use or allow the Premises to be used for any unlawful purpose. Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably prevent sounds or vibrations from the Premises from extending into Common Areas, or other space in the Project. Tenant shall not place any machinery or equipment which would overload the floor in or upon the Premises or transport or move such items through the Common Areas of the Building or in the Building elevators without the prior written consent of Landlord. Except as may be provided under the Work Letter, Tenant shall not, without the prior written consent of Landlord, use the Premises in any manner which will require ventilation, air exchange, heating, gas, steam, electricity or water beyond the existing capacity of the Building as proportionately allocated to the Premises based upon Tenant's Share as usually furnished for the Permitted Use.

From and after the Commencement Date through the expiration of the Term, Tenant shall have access to the Building, the Premises and the OKS Garage 24 hours a day, 7 days a week, except in the case of emergencies, as the result of Legal Requirements, the performance by Landlord of any installation, maintenance or repairs, or any other temporary interruptions, and otherwise subject to the terms of this Lease.

Landlord shall be responsible for the compliance of the Premises and the Common Areas of the Project with Legal Requirements as of the Commencement Date. Following the Commencement Date, Landlord shall, as an Operating Expense (subject to the limitations and exclusions contained in Section 5 and to the extent such Legal Requirement is generally applicable to similar buildings in the area in which the Project is located) and at Tenant's expense (to the extent such Legal Requirement is triggered by reason of Tenant's, as compared to other tenants of the Project, specific use of the Premises or Tenant's Alterations) make any alterations or modifications to the Common Areas or the exterior of the Building that are required by Legal Requirements. Except as provided in the 2 immediately preceding sentences, Tenant, at its sole expense, shall make any alterations or modifications to the interior of the Premises that are required by Legal Requirements. Notwithstanding any other provision herein to the contrary, Tenant shall be responsible for any and all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses incurred in investigating or resisting the same (including, without limitation, reasonable attorneys' fees, charges and disbursements and costs of suit) (collectively, "**Claims**") arising out of or in connection with Legal Requirements applicable to the Premises (except to the extent such violations result from a failure of the Premises to comply with Legal Requirements in effect as of the date of Delivery), and Tenant shall indemnify, defend, hold and save Landlord harmless from and against any and all such Claims arising out of or in connection with any failure of the Premises to comply with any Legal Requirement.

(b) **Energy Use Reporting**. Tenant agrees to provide, within 30 days of request by Landlord, such information and documentation as may be needed for compliance with the City of Cambridge Building Energy Use Disclosure Ordinance, Section 8.67.010 et seq. of the Municipal Code of the City of Cambridge (as the same may be amended, the "**Cambridge Building Energy Use Disclosure Ordinance**"), and other such energy or sustainability requirements as may be adopted from time to time by the City of Cambridge or any other governmental authority with jurisdiction over the Building, which information shall include without limitation usage at or by the Premises of electricity, natural gas, steam, hot or chilled water or other energy. Landlord shall report to the applicable governmental authority such energy usage for the Building and other Building information as required by the Cambridge Building Energy Use Disclosure Ordinance.

8. **Holding Over**. If, with Landlord's express written consent, Tenant retains possession of the Premises after the termination of the Term, (i) unless otherwise agreed in such written consent, such possession shall be subject to immediate termination by Landlord at any time, (ii) all of the other terms and provisions of this Lease (including, without limitation, the adjustment of Base Rent pursuant to Section 4 hereof) shall remain in full force and effect (excluding any expansion or renewal option or other similar right or option) during such holdover period, (iii) Tenant shall continue to pay Base Rent in the amount payable upon the date of the expiration or earlier termination of this Lease or such other amount as Landlord may indicate, in Landlord's sole and absolute discretion, in such written consent, and (iv) all other payments shall continue under the terms of this Lease. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, (A) Tenant shall become a tenant at sufferance upon the terms of this Lease except that the monthly rental shall be equal to 150% of Rent in effect during the last 30 days of the Term, and (B) Tenant shall be responsible for all damages suffered by Landlord resulting from or occasioned by Tenant's holding over, including consequential damages if such occupancy shall continue for more than 30 days. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Section 8 shall not be construed as consent for Tenant to retain possession of the Premises. Acceptance by Landlord of Rent after the expiration of the Term or earlier termination of this Lease shall not result in a renewal or reinstatement of this Lease.

9. **Taxes**. Landlord shall pay, as part of Operating Expenses, all taxes, levies, fees, assessments and governmental charges of any kind, existing as of the Commencement Date or thereafter enacted (collectively referred to as "**Taxes**"), imposed by any federal, state, regional, municipal,

local or other governmental authority or agency, including, without limitation, quasi-public agencies (collectively, "**Governmental Authority**") during the Term, including, without limitation, all Taxes: (i) imposed on or measured by or based, in whole or in part, on rent payable to (or gross receipts received by) Landlord under this Lease and/or from the rental by Landlord of the Building, Property or Project or any portion thereof, or (ii) based on the square footage, assessed value or other measure or evaluation of any kind of the Premises, Building, Property or Project or portion thereof, or (iii) assessed or imposed by or on the operation or maintenance of any portion of the Premises, Building, Property or Project, including parking, or (iv) assessed or imposed by, or at the direction of, or resulting from Legal Requirements, or interpretations thereof, promulgated by, any Governmental Authority, or (v) imposed as a license or other fee, charge, tax or assessment on Landlord's business or occupation of leasing space in the Building, Property or Project or portion thereof. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens securing Taxes. If Landlord receives an abatement of Taxes for the Project for a period during the Term, Landlord shall apply such abatement (less the costs of obtaining such abatement, including reasonable attorneys' fees) as a credit against Operating Expenses for the applicable year. Taxes shall not include any net income taxes or franchise, estate, inheritance, succession, gift or excess profit taxes imposed on Landlord except to the extent such taxes are in substitution for any Taxes payable hereunder, or any penalties for late payment of Taxes. If any such Tax is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Operating Expenses hereunder shall also include the cost of tax monitoring services provided to Landlord with respect to the Building, Property or Project. Tenant shall pay, prior to delinquency, any and all Taxes levied or assessed against any personal property or trade fixtures placed by Tenant in the Premises, whether levied or assessed against Landlord or Tenant. If any Taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed valuation of the Building, Property or Project is increased by a value attributable to improvements in or alterations to the Premises, whether owned by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, higher than the base valuation on which Landlord from time-to-time allocates Taxes to all tenants in the Building, Property or Project, or portion thereof of which the Premises are a part, Landlord shall have the right, but not the obligation, to pay such Taxes. Landlord's determination of any excess assessed valuation shall be binding and conclusive, absent manifest error. The amount of any such payment by Landlord shall constitute Additional Rent due from Tenant to Landlord immediately upon demand.

10. **Parking and PTDM**.

(a) **Parking and Monthly Parking Charge**. Subject to all matters of record, Force Majeure, a Taking (as defined in Section 19 below), the exercise by Landlord of its rights hereunder and upon payment of the Monthly Parking Charge (as defined below) for each parking space commencing on the Commencement Date, Tenant shall have the right, in common with other tenants of the Project to use 0.9 parking spaces per 1,000 rentable square foot of the Premises ("**Tenant's Parking Allocation**") in the parking facility located at the One Kendall Square Garage located on Binney Street (the "**OKS Garage**") to park in those areas designated for non-reserved parking, subject in each case to Landlord's rules and regulations. Prior to the Commencement Date, Tenant shall notify Landlord in writing of the number of parking spaces out of Tenant's Parking Allocation that Tenant elects to utilize (which may include, if requested by Tenant, the phasing in of parking spaces (not to exceed Tenant's Parking Allocation) over the first 12 months after the Commencement Date. In the event Tenant does not initially elect to take all of the parking spaces in Tenant's Parking Allocation, then Landlord shall be permitted to lease such unused spaces out to third parties and Tenant shall only be permitted to recapture such unused spaces upon thirty (30) days prior written notice if Landlord determines that such spaces are then available for Tenant to lease at the time Tenant delivers its written notice to Landlord. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties, including other tenants of the Project. The "**Monthly Parking Charge**" shall mean the market rate monthly charge therefor designated by Landlord, adjusted reasonably and no more frequently than once in any 12-month period, based upon the rates charged by comparable parking facilities in the vicinity of the Project, which as of the date of this Lease such Monthly Parking Charge is equal to $310.00 per space per month, plus applicable taxes.

(b) **Parking and Transportation Demand Management**. Tenant shall, at Tenant's sole expense, for so long as a parking and traffic demand management plan approved by the City of Cambridge (as amended from time to time, the "**PTDM**"), is applicable to the Project, comply with the PTDM as applicable to the Project, including without limitation, as applicable (i) offer to subsidize mass transit monthly passes for all of its employees who work in the Premises in accordance with the terms set forth in the PTDM; (ii) implement a Commuter Choice Program and the MBTA's Corporate Pass Plan; (iii) discourage single-occupant vehicle ("**SOV**") use by its employees; (iv) promote alternative modes of transportation and use of alternative work hours; (v) at Landlord's request, meet with Landlord and/or its representatives no more frequently than quarterly to discuss transportation programs and initiatives; (vi) participate in annual surveys, monitoring transportation programs and initiatives at the Campus, and, without limitation, achieve a sixty (60%) percent response rate for patron surveys; (vii) cooperate with Landlord in connection with transportation programs and initiatives promulgated pursuant to the PTDM; (viii) provide alternative work programs (such as telecommuting, flex-time and compressed work weeks) to its employees in order to reduce traffic impacts in Cambridge during peak commuter hours; (ix) offer an emergency ride home ("**ERH**") through the Charles River Transportation Management Association ("**CRTMA**"), or have its own ERH program, for all employees who commute by non-SOV mode at least 3 days a week and who are eligible to park in the parking spaces in the parking facility described above; (x) cooperate with the Cambridge Office of Workforce Development to expand employment opportunities for Cambridge residents; (xi) become a member of the CRTMA and cause the EZ Ride shuttle service to service the Building; (xii) in the event that the single occupancy vehicle and traffic generation modal split limits of the PTDM are exceeded, charge each user of a parking space the market rate for parking in Kendall Square/East Cambridge therefor; (xiii) comply with the requirements of any other parking and traffic demand management plan to which Tenant may be a party from time to time; (xiii) designate an employee transportation coordinator for the Building; and (xiv) otherwise cooperate with Landlord in encouraging employees to seek alternate modes of transportation.

11. **Utilities, Services**.

(a) **Generally**. Landlord shall provide, or cause to be provided, subject to the terms of this Section 11, water, electricity, heat, light, power, sewer, and other utilities (including gas and fire sprinklers to the extent the Building is plumbed for such services), and, with respect to the Common Areas, refuse and trash collection and janitorial services (collectively, "**Utilities**"). Tenant shall be responsible for its own janitorial services and refuse and trash collection within the Premises. Landlord shall, as part of Operating Expenses, arrange for collection of office trash and refuse from the loading dock of the Building. Landlord shall pay, as Operating Expenses or subject to Tenant's reimbursement obligation, for all Utilities used on the Premises, all maintenance charges for Utilities, and any storm sewer charges or other similar charges for Utilities imposed by any Governmental Authority or Utility provider, and any taxes, penalties, surcharges or similar charges thereon. Landlord may cause, at Tenant's expense, any Utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay directly to the Utility provider, prior to delinquency, any separately metered Utilities and services which may be furnished to Tenant or the Premises during the Term. Tenant shall pay, as part of Operating Expenses, its share of all charges for jointly metered Utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of Utilities, from any cause whatsoever, shall result in eviction or constructive eviction of Tenant, termination of this Lease or the abatement of Rent. Tenant agrees to limit use of water and sewer with respect to Common Areas to normal restroom use.

Landlord's sole obligation for either providing emergency generators or providing emergency back-up power to Tenant shall be: (i) to provide emergency generators with not less than the capacity of the emergency generators located in the Building as of the Commencement Date, and (ii) to contract with a third party to maintain the emergency generators as per the manufacturer's standard maintenance guidelines. Landlord shall have no obligation to provide Tenant with operational emergency generators or back-up power or to supervise, oversee or confirm that the third party maintaining the emergency generators is maintaining the generators as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the emergency generators when the

emergency generators are not operational, including any delays thereto due to the inability to obtain parts or replacement equipment, Landlord shall have no obligation to provide Tenant with an alternative backup generator or generators or alternative sources of back-up power. Tenant expressly acknowledges and agrees that Landlord does not guaranty that such emergency generators will be operational at all times or that emergency power will be available to the Premises when needed. In no event shall Landlord be liable to Tenant or any other party for any damages of any type, whether actual or consequential, suffered by Tenant or any such other person in the event that any emergency generator or back-up power or any replacement thereof fails or does not provide sufficient power.

(b) **Compressed Air, Vacuum and Reverse Osmosis Water Systems**. Landlord shall provide Tenant with access, pursuant to the terms and conditions of this Lease, to the compressed air, vacuum and reverse osmosis water systems that serve the floor on which the Premises are located. Tenant acknowledges and agrees that such compressed air, vacuum and reverse osmosis water systems shall be shared with other tenants of the Project. Tenant's obligation to pay its share of ongoing operation costs shall be allocated among Tenant and other user tenants on a pro rata basis, with Tenant's share based on the ratio of the rentable square footage of the Premises to the sum of the rentable square footages of the Premises and the premises of all other user tenants. Landlord's sole obligation for providing either compressed air, vacuum or reverse osmosis water systems to Tenant shall be to contract with a third party to maintain the compressed air, vacuum and reverse osmosis water systems as per the manufacturer's standard maintenance guidelines. Landlord shall have no obligation to supervise, oversee or confirm that the third party maintaining the compressed air, vacuum and reverse osmosis water systems is maintaining the compressed air, vacuum and reverse osmosis water systems as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the compressed air, vacuum and reverse osmosis water systems when the compressed air, vacuum and reverse osmosis water systems are not operational, including any delays thereto due to the inability to obtain parts or replacement equipment, Landlord shall have no obligation to provide Tenant with any alternative compressed air, vacuum and reverse osmosis water systems. Tenant expressly acknowledges and agrees that Landlord does not guaranty that such compressed air, vacuum and reverse osmosis water systems will be operational at all times or that compressed air, vacuum and reverse osmosis water systems will be available to the Premises when needed.

(c) **Acid Neutralization System**. Landlord shall provide Tenant with access to the acid neutralization system existing as of the date of this Lease ("**Acid Neutralization System**") pursuant to the terms and conditions of this Lease. Tenant acknowledges and agrees that the Acid Neutralization System shall be shared with other tenants of the Project. Tenant's obligation to pay its share of ongoing operation costs shall be allocated among Tenant and other user tenants on a pro rata basis, with Tenant's share based on the ratio of the rentable square footage of the Premises to the sum of the rentable square footages of the Premises and the premises of all other user tenants, provided, however, that, at any time and from time to time, Landlord may equitably adjust such allocation based on use by Tenant and other tenant users of the Acid Neutralization System. Landlord's sole obligations for providing the Acid Neutralization System, or any acid neutralization system facilities, to Tenant shall be (the "**Acid Neutralization Obligations**") to (i) use reasonable efforts to obtain and maintain the permit required from the Massachusetts Water Resources Authority for discharge through the Acid Neutralization System (the "**Discharge Permit**"), provided that Tenant reasonably cooperates with Landlord and provides all information and documents reasonably necessary in connection with the Discharge Permit, and (ii) contract with a third party to maintain the Acid Neutralization System as operating as per the manufacturer's standard maintenance guidelines. Notwithstanding anything herein to the contrary, if the Acid Neutralization System must be replaced and the cost thereof is not included in such third party maintenance contract, then, Landlord shall replace the Acid Neutralization System, it being acknowledged, however, that Tenant shall be responsible for its share of all costs incurred in connection therewith as an Operating Expense.

Tenant shall be solely responsible for the use of the Acid Neutralization System by Tenant, its employees, any contractors, sublessees, invitees or any party other than Landlord or Landlord's contractors, and Tenant shall be jointly and severally responsible for the use of the Acid Neutralization

System with the other user tenants. Tenant shall use, and cause other parties under its control or for which it is responsible to use, the Acid Neutralization System in accordance with this Lease and in accordance with all applicable Legal Requirements, the Discharge Permit and any permits and approvals from Governmental Authorities for or applicable to Tenant's use of the Acid Neutralization System. Tenant shall not take any action or make any omission that would result in a violation of the Discharge Permit or any other permit or Legal Requirements applicable to the Acid Neutralization System. Tenant's compliance with applicable permits and Legal Requirements shall include but not be limited to posting signs at all sinks located in the Premises containing applicable notices regarding the use of sink drains for the disposal of chemicals and other Hazardous Materials. Tenant shall maintain a chemical management plan prohibiting the improper discharge or disposal of chemicals. Tenant shall train all laboratory personnel in the Premises on the proper disposal of chemicals and other Hazardous Materials. Landlord reserves the right, at any time and from time to time, to require limitations and restrictions on discharges by Tenant to the Acid Neutralization System as Landlord may reasonably determine to be necessary for the operation of the Acid Neutralization System. Landlord and its contractors and consultants shall be permitted to perform periodic sampling of all substances regulated under permits applicable to the Acid Neutralization System, including without limitation the discharge permit issued by the Massachusetts Water Resources Authority ("**MWRA**"), or as otherwise deemed appropriate by Landlord in its sole discretion. Landlord and its contractors and consultants shall be permitted to perform periodic inspections of the Acid Neutralization System and the discharge points and connections thereto located in the Premises. If requested by Landlord based on conditions pertaining to the Acid Neutralization System, Tenant shall promptly provide updates to its Hazardous Materials List (as defined in Section 30(b) below) to Landlord. Tenant shall promptly notify Landlord of any changes in the flow volume or properties that could impact the operation of the Acid Neutralization System or compliance with applicable permits or Legal Requirements, including without limitation a discharge known or reasonably believed to be non-compliant, changes in Tenant's operations in the Premises and addition of new equipment such as cage washers, glass washers or autoclaves.

The scope of the Surrender Plan (as defined in Section 28 of this Lease) shall include all actions for the proper cleaning, decommissioning and cessation of Tenant's use of the Acid Neutralization System, and all requirements under this Lease for the surrender of the Premises shall also apply to Tenant's cessation of use of the Acid Neutralization System, in each case whether at Lease expiration, termination or prior thereto (but Tenant shall not be required to complete the decommissioning of the Acid Neutralization System if other tenants or occupants will continue to use the same after the expiration or earlier termination of the Lease, nor shall Tenant be responsible for or bear any costs of decommissioning arising from the use of the Acid Neutralization System by any party other than Tenant; it being agreed that if multiple tenants use the Acid Neutralization System, then Landlord shall be responsible for completing the decommissioning thereof, and Tenant shall pay to Landlord within thirty (30) days after invoice therefor Tenant's share of the reasonable, actual costs of decommissioning based on the ratio of the rentable square footage of the Premises to the rentable square footage of the Premises and the premises of all other user tenants). The obligations of Tenant under this Lease with respect to the Acid Neutralization System shall be joint and several with such other tenants as aforesaid, except in the event that Tenant can prove to Landlord's reasonable satisfaction that neither Tenant nor any Tenant Party caused, contributed to or exacerbated the matter for which Tenant would otherwise be responsible but for this exception. Without in any way limiting the Acid Neutralization Obligations, Landlord shall have no obligation to provide Tenant with operational emergency or back-up acid neutralization facilities or to supervise, oversee or confirm that the third party maintaining the Acid Neutralization System is maintaining such system as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the Acid Neutralization System when such system is not operational, including any delays thereto due to the inability to obtain parts or replacement equipment, Landlord shall have no obligation to provide Tenant with an alternative back-up system or facilities. Tenant expressly acknowledges and agrees that Landlord does not guaranty that such Acid Neutralization System will be operational at all times or that such system will be available to the Premises when needed. Without in any way limiting the Acid Neutralization Obligations, in no event shall Landlord be liable to Tenant or any other party for any damages of any type, whether actual or consequential, suffered by Tenant or any such other person in the event that the Acid Neutralization System or back-up system, if any, or any replacement thereof fails or does not operate in a manner that meets Tenant's requirements.

12. **Alterations and Tenant's Property**. Any alterations, additions, or improvements made to the Premises by or on behalf of Tenant, including additional locks or bolts of any kind or nature upon any doors or windows in the Premises, but excluding installation, removal or realignment of furniture systems, office equipment and telecommunications cabling (other than removal of furniture systems, office equipment and telecommunications cabling owned or paid for by Landlord) not involving any modifications to the structure or connections (other than by ordinary plugs or jacks) to Building Systems (as defined in Section 13) ("**Alterations**") shall be subject to Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion if any such Alteration affects the structure or Building Systems, but which shall otherwise not be unreasonably withheld or delayed. Tenant may construct nonstructural Alterations in the Premises that will not affect the operations of any Building Systems, without Landlord's prior approval if the aggregate cost of all such work in any 12 month period does not exceed $50,000.00 (a "**Notice-Only Alteration**"), provided Tenant notifies Landlord in writing of such intended Notice-Only Alteration, and such notice shall be accompanied by plans, specifications, work contracts and such other information concerning the nature and cost of the Notice-Only Alteration as may be reasonably requested by Landlord, which notice and accompanying materials shall be delivered to Landlord not less than 15 business days in advance of any proposed construction. Landlord hereby agrees that any painting of the interior walls of the Premises or change of the floor coverings of the Premises shall be deemed to be a Notice-Only Alterations even if the costs of such repainting or replacement of the floor coverings exceed $50,000.00. If Landlord approves any Alterations, Landlord may impose such commercially reasonable conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord's reasonable discretion. Any request for approval shall be in writing, delivered not less than 15 business days in advance of any proposed construction, and accompanied by plans, specifications, bid proposals, work contracts and such other information concerning the nature and cost of the alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all persons performing work or supplying materials. Any disapproval of plans and specifications for Alterations shall be accompanied by a specific statement of the reason(s) therefor. All architects, consultants, contractors and other persons performing work or supplying materials shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable Legal Requirements. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Legal Requirements and shall implement at its sole cost and expense any alteration or modification required by Legal Requirements as a result of any Alterations. Tenant shall pay to Landlord, as Additional Rent, within 30 days after demand therefor from Landlord, an amount equal to the reasonable out-of-pocket costs incurred by Landlord for plan review, coordination, scheduling and supervision. Before Tenant begins any Alteration, Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall reimburse Landlord for, and indemnify and hold Landlord harmless from, any expense incurred by Landlord by reason of faulty work done by Tenant or its contractors, delays caused by such work, or inadequate cleanup.

Tenant shall furnish security or make other arrangements reasonably satisfactory to Landlord to assure payment for the completion of all Alterations work free and clear of liens, and shall provide (and cause each contractor or subcontractor to provide) certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company reasonably satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Alterations, Tenant shall deliver to Landlord: (i) sworn statements setting forth the names of all contractors and subcontractors who did the work and final lien waivers from all such contractors and subcontractors; and (ii) "as built" plans for any such Alteration. Notwithstanding anything to the contrary set forth herein, in no event shall Tenant be required to provide Landlord with a payment or performance bond with respect to Tenant's Work (as defined in the Work Letter).

Other than (i) the items, if any, listed on **Exhibit F** attached hereto, (ii) any items agreed by Landlord in writing to be included on **Exhibit F** in the future, and (iii) any trade fixtures, machinery, equipment, mobile casework, and other personal property not paid for out of the Tl Fund (as defined in the Work Letter) which may be removed without material damage to the Premises, which damage shall be repaired (including capping or terminating utility hook-ups behind walls) by Tenant during the Term (collectively, "**Tenant's Property**"), all property of any kind paid for with the Tl Fund, all Alterations, real property fixtures, built-in machinery and equipment, built-in casework and cabinets and other similar additions and improvements built into the Premises so as to become an integral part of the Premises, such as fume hoods which penetrate the roof or plenum area, built-in cold rooms, built-in warm rooms, walk-in cold rooms, walk-in warm rooms, deionized water systems, glass washing equipment, autoclaves, chillers, built-in plumbing, electrical and mechanical equipment and systems, and any power generator and transfer switch (collectively, "**Installations**") shall be and shall remain the property of Landlord during the Term and following the expiration or earlier termination of the Term, shall not be removed by Tenant at any time during the Term and shall remain upon and be surrendered with the Premises as a part thereof in accordance with Section 28 following the expiration or earlier termination of this Lease; provided, however, that Landlord shall, at the time its approval of such Installation is requested, or at the time it receives notice of a Notice-Only Alteration, notify Tenant if it has elected to cause Tenant to remove such Installation upon the expiration or earlier termination of this Lease, except that Landlord shall not require removal of customary office cabling or customary laboratory improvements. If Landlord so elects, Tenant shall remove such Installation upon the expiration or earlier termination of this Lease and restore any damage caused by or occasioned as a result of such removal, including, when removing any of Tenant's Property which was plumbed, wired or otherwise connected to any of the Building Systems, capping off all such connections behind the walls of the Premises and repairing any holes. During any such restoration period, Tenant shall pay Rent to Landlord as provided herein as if said space were otherwise occupied by Tenant.

13. **Landlord's Repairs**. Landlord, as an Operating Expense (subject to the limitations and exclusions contained in Section 5), shall maintain, or cause to be maintained, the roof and all of the structural, exterior, parking and other Common Areas of the Project, including HVAC, plumbing, fire sprinklers, elevators and all other building systems serving the Premises and other portions of the Project ("**Building Systems**"), in good operating order and repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, or by any of Tenant's agents, servants, employees, officers, directors, managers, invitees, contractors, subcontractors, subtenants, assignees or licensees (each, a "**Tenant Party**", or collectively, "**Tenant Parties**") excluded. Losses and damages caused by Tenant or any Tenant Party shall be repaired by Landlord, to the extent not covered by insurance, at Tenant's sole cost and expense to the extent caused by Tenant or any Tenant Party. Landlord reserves the right to stop Building Systems services when necessary (i) by reason of accident or emergency, or (ii) for planned repairs, alterations or improvements, which are, in the judgment of Landlord, desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply Building Systems services during any such period of interruption; provided, however, that Landlord shall, except in case of emergency, make a commercially reasonable effort to give Tenant 48 hours' advance notice of any planned stoppage of Building Systems services for routine maintenance, repairs, alterations or improvements. Landlord shall use reasonable efforts to minimize interference with Tenant's operations in the Premises during such planned stoppages of Building Systems. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to effect such repair. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after Tenant's written notice of the need for such repairs or maintenance. Tenant waives its rights under any state or local law to terminate this Lease or to make such repairs at Landlord's expense and agrees that the parties' respective rights with respect to such matters shall be solely as set forth herein. Repairs required as the result of fire, earthquake, flood, vandalism, war, or similar cause of damage or destruction shall be controlled by Section 18.

14. **Tenant's Maintenance and Repairs**. Tenant shall be responsible for its own janitorial services within the Premises, and Tenant shall arrange for its janitorial services provider to deliver office

trash and refuse from the Premises to the common trash facility at the loading dock of the Building. In no event shall Tenant or its contractors, agents or service providers dispose of any laboratory refuse or waste or Hazardous Materials (as defined in Section 30) to the common trash facility or any other area in the Project. Subject to Section 13 hereof, Tenant, at its expense, shall repair, replace and maintain all portions of the Premises, including, without limitation, entries, doors, ceilings, interior windows, interior walls, and the interior side of demising walls in the condition the same are in on the Commencement Date, reasonable wear and tear and damage by casualty excepted. Such repair and replacement may include capital expenditures and repairs whose benefit may extend beyond the Term. Should Tenant fail to make any such repair or replacement or fail to maintain the Premises, Landlord shall give Tenant notice of such failure. If Tenant fails to commence cure of such failure within 10 days of Landlord's notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and shall be reimbursed by Tenant within 10 days after demand therefor; provided, however, that if such failure by Tenant creates or could reasonably be expected to create an emergency, Landlord may immediately commence cure of such failure and shall thereafter be entitled to recover the costs of such cure from Tenant. Subject to Sections 17 and 18, Tenant shall bear the full uninsured cost of any repair or replacement to any part of the Project that results from damage caused by Tenant or any Tenant Party and any repair that benefits only the Premises.

15. **Mechanic's Liens**. Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Premises or against the Building, Property or Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant within 15 days after written notice is delivered to Tenant of the filing thereof, at Tenant's sole cost and shall otherwise keep the Premises and the Building, Property and Project free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant. Should Tenant fail to discharge any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Building, Property or Project and the cost thereof shall be immediately due from Tenant as Additional Rent within 5 days of demand therefor. If Tenant shall lease or finance the acquisition of office equipment, furnishings, or other personal property of a removable nature utilized by Tenant in the operation of Tenant's business, Tenant warrants that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will upon its face or by exhibit thereto indicate that such Financing Statement is applicable only to removable personal property of Tenant located within the Premises. In no event shall the address of the Building or Project be furnished on the statement without qualifying language as to applicability of the lien only to removable personal property, located in an identified suite held by Tenant.

16. **Indemnification**. Subject to the penultimate paragraph of Section 17, Tenant hereby indemnifies and agrees to defend, save and hold Landlord, its officers, directors, employees, managers, agents, sub-agents, constituent entities and lease signators (collectively, "**Landlord Indemnified Parties**") and Holders of Mortgages (each as defined in Section 27 below) as to which Tenant has been given notice harmless from and against any and all Claims for injury or death to persons or damage to property occurring within or about the Premises, arising directly or indirectly out use or occupancy of the Premises or a breach or default by Tenant in the performance of any of its obligations hereunder, except to the extent caused by the willful misconduct or negligence of Landlord Indemnified Parties. In the event that any provision of this Lease expressly conflicts with the requirements of M.G.L. Chapter 186, Section 15, the provisions of said statute shall govern to the extent of such conflict. Landlord Indemnified Parties shall not be liable to Tenant for, and Tenant assumes all risk of damage to, personal property (including, without limitation, loss of records kept within the Premises). Tenant further hereby irrevocably waives any and all Claims for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records). Landlord Indemnified Parties shall not be liable for any damages arising from any act, omission or neglect of any tenant in the Project or of any other third party.

17. **Insurance**. Landlord shall maintain all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Building. Landlord shall further procure and maintain commercial general liability insurance with a single loss limit of not less than $2,000,000 for bodily injury

and property damage with respect to the Project. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for any improvements installed by Tenant or which are in addition to the standard improvements customarily furnished by Landlord without regard to whether or not such are made a part of the Project. All such insurance shall be included as part of the Operating Expenses. The Building and Property may be included in a blanket policy (in which case the cost of such insurance allocable to the Building and Property will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its sole cost and expense, shall maintain during the Term: all risk property insurance with business interruption and extra expense coverage, covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial general liability insurance, with a minimum limit of not less than $2,000,000 per occurrence for bodily injury and property damage with respect to the Premises (which coverage amount may be satisfied through a "blanket policy" with an aggregate per location endorsement which specifically provides that the amount of insurance shall not be prejudiced by other losses covered by the policy). The commercial general liability insurance policy shall name Landlord, its officers, directors, employees, managers, agents, invitees, contractors, constituent entitles and lease signators (collectively, "**Landlord Parties**") and Alexandria Real Estate Equities, Inc., as additional insureds. The commercial general liability policy of Tenant shall insure on an occurrence and not a claims-made basis; shall be issued by insurance companies which have a rating of not less than policyholder rating of A and financial category rating of at least Class X in "Best's Insurance Guide"; shall not be cancelable for nonpayment of premium unless at least 10 days prior written notice shall have been given to Landlord; contain a hostile fire endorsement and a contractual liability endorsement; and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Certificates of insurance showing the limits of coverage required hereunder and showing each of Landlord, Alexandria Real Estate Equities, Inc. and the Landlord Parties designated by Landlord as an additional insured, along with reasonable evidence of the payment of premiums for the applicable period, shall be delivered to Landlord by Tenant upon commencement of the Term and upon each renewal of said insurance. Tenant's policy may be a "blanket policy" with an aggregate per location endorsement which specifically provides that the amount of insurance shall not be prejudiced by other losses covered by the policy. Tenant shall, at least 5 days prior to the expiration of such policies, furnish Landlord with renewal certificates.

In each instance where insurance is to name Landlord as an additional insured, Tenant shall upon written request of Landlord also designate and furnish certificates so evidencing Landlord as additional insured to: (i) any lender of Landlord holding a security interest in the Building, Property or Project or any portion thereof and any servicer in connection therewith, (ii) the landlord under any lease wherein Landlord is tenant of the real property on which the Building, Property or Project is located, if the interest of Landlord is or shall become that of a tenant under a ground or other underlying lease rather than that of a fee owner, and/or (iii) any management company retained by Landlord to manage the Project.

The property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, and their respective officers, directors, employees, managers, agents, invitees and contractors ("**Related Parties**"), in connection with any loss or damage thereby insured against. Notwithstanding anything in this Lease to the contrary, neither party nor its respective Related Parties shall be liable to the other for loss or damage caused by any risk insured against (or required to be insured against pursuant to this Lease) under property insurance required to be maintained hereunder, and each party waives any claims

against the other party, and its respective Related Parties, for such loss or damage. Without limiting the foregoing, such waiver shall apply to the obligations of Tenant to indemnify, hold harmless and defend under Section 16 with respect to losses insured against (or required to be insured against) by property insurance required to be maintained hereunder. The failure of a party to insure its property shall not void this waiver. Landlord and its respective Related Parties shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, Building, Property or Project from any cause whatsoever. If the foregoing waivers shall contravene any law with respect to exculpatory agreements, the liability of Landlord or Tenant shall be deemed not released but shall be secondary to the other's insurer.

Landlord may require insurance policy limits to be raised to conform with requirements of Landlord's lender and/or to bring coverage limits to levels then being generally required of new tenants within the Project.

18. **Restoration**. If, at any time during the Term, the Building or the Premises are damaged or destroyed by a fire or other insured casualty, Landlord shall notify Tenant within 60 days after discovery of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Building or the Premises, as applicable (the "**Restoration Period**"). If the Restoration Period is estimated to exceed 12 months (the "**Maximum Restoration Period**"), Landlord may, in such notice, elect to terminate this Lease as of the date that is 75 days after the date of discovery of such damage or destruction; provided, however, that notwithstanding Landlord's election to restore, Tenant may elect to terminate this Lease by written notice to Landlord delivered within 5 business days of receipt of a notice from Landlord estimating a Restoration Period for the Premises longer than the Maximum Restoration Period. Unless Landlord or Tenant so elects to terminate this Lease, Landlord shall, subject to receipt of sufficient insurance proceeds (with any deductible to be treated as a current Operating Expense), promptly restore the Premises (excluding the improvements installed by Tenant or by Landlord and paid for by Tenant except to the extent to which Landlord receives insurance proceeds for the restoration of improvements from the insurance required to be maintained under Section 17), in which case such improvements shall be included as part of Landlord's restoration), subject to delays arising from the collection of insurance proceeds, from Force Majeure events or as needed to obtain any license, clearance or other authorization of any kind required to enter into and restore the Premises issued by any Governmental Authority having jurisdiction over the use, storage, handling, treatment, generation, release, disposal, removal or remediation of Hazardous Materials (as defined in Section 30) in, on or about the Premises (collectively referred to herein as "**Hazardous Materials Clearances**"); provided, however, that if repair or restoration of the Premises is not substantially complete as of the end of the Maximum Restoration Period or, if longer, the Restoration Period, Landlord may, in its sole and absolute discretion, elect not to proceed with such repair and restoration, or Tenant may by written notice to Landlord delivered within 10 days of the expiration of the Maximum Restoration Period or, if longer, the Restoration Period, elect to terminate this Lease, in either of which events Landlord shall be relieved of its obligation to make such repairs or restoration and this Lease shall terminate as of the date that is 75 days after the later of: (i) discovery of such damage or destruction, or (ii) the date all required Hazardous Materials Clearances are obtained, but Landlord shall retain any Rent paid and the right to any Rent payable by Tenant prior to such election by Landlord or Tenant.

Tenant, at its expense, following the date that Landlord makes the Premises available to Tenant for Tenant's repairs or restoration, shall promptly perform, subject to delays arising from the collection of insurance proceeds, from Force Majeure (as defined in Section 34) events or to obtain Hazardous Materials Clearances, all Alterations and other improvements installed by Tenant or by Landlord and paid for by Tenant (except to the extent to which Landlord receives insurance proceeds for the restoration of such improvements from the insurance required to be maintained under Section 17). Promptly upon the substantial completion of such Alterations and other improvements, Tenant shall re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, Landlord or Tenant may terminate this Lease if the Premises are damaged during the last year of the Term and Landlord reasonably estimates that it will take more than 2 months to repair such damage; provided,

however, that such notice is delivered within 10 business days after the date that Landlord delivers notice to Tenant of the estimated Restoration Period. Notwithstanding anything to the contrary contained in this Lease, Landlord shall also have the right to terminate this Lease if insurance proceeds are not available for such restoration, provided that such unavailability of insurance proceeds is not the result of Landlord's failure to maintain the insurance policies required to be maintained by Landlord under Section 17. Rent shall be abated from the date all required Hazardous Materials Clearances are obtained until the Premises are repaired and restored, in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises, unless Landlord provides Tenant with other space during the period of repair that is suitable for the temporary conduct of Tenant's business. In the event that no Hazardous Materials Clearances are required to be obtained by Tenant with respect to such fire or other casualty, the rent abatement shall commence as of the date of discovery of the damage or destruction. Such abatement shall be the sole remedy of Tenant, and except as provided in this Section 18, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

The provisions of this Lease, including this Section 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, or any other portion of the Building, Property or Project, and any statute or regulation which is now or may hereafter be in effect shall have no application to this Lease or any damage or destruction to all or any part of the Premises or any other portion of the Building, Property or Project, the parties hereto expressly agreeing that this Section 18 sets forth their entire understanding and agreement with respect to such matters.

19. **Condemnation**. If the whole or any material part of the Premises, Building or Property is taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**" or '**Taken**"), and the Taking would in Landlord's reasonable judgment materially interfere with or impair Landlord's ownership or operation of the Building or Property, or would in the reasonable judgment of Landlord and Tenant either prevent or materially interfere with Tenant's use of the Premises (as resolved, if the parties are unable to agree, by arbitration by a single arbitrator with the qualifications and experience appropriate to resolve the matter and appointed pursuant to and acting in accordance with the rules of the American Arbitration Association), then upon written notice by Landlord or Tenant to the other this Lease shall terminate and Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, Landlord shall promptly restore the Premises and the Building and Property as nearly as is commercially reasonable under the circumstances to their condition prior to such partial Taking and the rentable square footage of the Building, the rentable square footage of the Premises, Tenant's Share of Operating Expenses, the Building's Share of Project and the Rent payable hereunder during the unexpired Term shall be reduced to such extent as may be fair and reasonable under the circumstances. Upon any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items is made to Tenant. Tenant hereby waives any and all rights it might otherwise have pursuant to any provision of state law to terminate this Lease upon a partial Taking of the Premises, Building, Property or Project.

20. **Events of Default**. Each of the following events shall be a default ("**Default**") by Tenant under this Lease:

(a) **Payment Defaults**. Tenant shall fail to pay any installment of Rent or any other payment hereunder when due; provided, however, that Landlord will give Tenant notice and an opportunity to cure any failure to pay Rent within 5 business days of any such notice not more than once in any 12 month period and Tenant agrees that such notice shall be in lieu of and not in addition to, or shall be deemed to be, any notice required by law.

(b) **Insurance**. Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or shall be reduced or materially changed, or Landlord shall receive a notice of nonrenewal of any such insurance and Tenant shall fail to obtain replacement insurance before the expiration of the current coverage.

(c) **Abandonment**. Tenant shall abandon the Premises, provided that Tenant shall not be deemed to have abandoned the Premises if (i) Tenant provides Landlord with reasonable advance notice prior to vacating and, at the time of vacating the Premises, Tenant has completed Tenant's obligations with respect to the Surrender Plan in compliance with Section 28, (ii) Tenant has made reasonable arrangements with Landlord for the security of the Premises for the balance of the Term, and (iii) Tenant continues during the balance of the Term to satisfy all of its obligations under the Lease as they come due.

(d) **Improper Transfer**. Tenant shall assign, sublease or otherwise transfer or attempt to transfer all or any portion of Tenant's interest in this Lease or the Premises except as expressly permitted herein, or Tenant's interest in this Lease shall be attached, executed upon, or otherwise judicially seized and such action is not released within 90 days of the action.

(e) **Liens**. Tenant shall fail to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within the time period required pursuant to Section 15 of this Lease.

(f) **Insolvency Events**. Tenant or any guarantor or surety of Tenant's obligations hereunder shall: (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**Proceeding for Relief**"); (C) become the subject of any Proceeding for Relief which is not dismissed within 90 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(g) **Estoppel Certificate or Subordination Agreement**. Tenant fails to execute any document required from Tenant under Sections 23 or 27 within 5 days after a second notice requesting such document.

(h) **Other Defaults**. Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 20, and, except as otherwise expressly provided herein, such failure shall continue for a period of 30 days after written notice thereof from Landlord to Tenant.

Any notice given under Section 20(h) hereof shall: (i) specify the alleged default, (ii) demand that Tenant cure such default, (iii) be in lieu of, and not in addition to, or shall be deemed to be, any notice required under any provision of applicable law, and (iv) not be deemed a forfeiture or a termination of this Lease unless Landlord elects otherwise in such notice; provided that if the nature of Tenant's default pursuant to Section 20(h) is such that it cannot be cured by the payment of money and reasonably requires more than 30 days to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes the same to completion; provided, however, that such cure shall be completed no later than 90 days from the date of Landlord's notice.

21. **Landlord's Remedies**.

(a) **Payment By Landlord; Interest**. Upon a Default by Tenant hereunder, Landlord may, without waiving or releasing any obligation of Tenant hereunder, make such payment or

perform such act. All sums so paid or incurred by Landlord, together with interest thereon, from the date such sums were paid or incurred, at the annual rate equal to 12% per annum or the highest rate permitted by law (the "Default Rate"), whichever is less, shall be payable to Landlord on demand as Additional Rent. Nothing herein shall be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant's Default hereunder.

(b) **Late Payment Rent**. Late payment by Tenant to Landlord of Rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord under any Mortgage covering the Premises. Therefore, if any installment of Rent due from Tenant is not received by Landlord within 5 days after the date such payment is due, Tenant shall pay to Landlord an additional sum of 6% of the overdue Rent as a late charge. Notwithstanding the foregoing, before assessing a late charge the first time in any calendar year, Landlord shall provide Tenant written notice of the delinquency and will waive the right if Tenant pays such delinquency within 5 days thereafter. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to the late charge, Rent not paid when due shall bear interest at the Default Rate from the 5th day after the date due until paid.

(c) **Remedies**. Upon the occurrence of a Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever (except as otherwise expressly provided in Section 21 (c)(v) with respect to Landlord's Lump Sum Election). No cure in whole or in part of such Default by Tenant after Landlord has taken any action beyond giving Tenant notice of such Default to pursue any remedy provided for herein (including retaining counsel to file an action or otherwise pursue any remedies) shall in any way affect Landlord's right to pursue such remedy or any other remedy provided Landlord herein or under law or in equity, unless Landlord, in its sole discretion, elects to waive such Default.

(i) This Lease and the Term and estate hereby granted are subject to the limitation that whenever a Default shall have happened and be continuing, Landlord shall have the right, at its election, then or thereafter while any such Default shall continue and notwithstanding the fact that Landlord may have some other remedy hereunder or at law or in equity, to give Tenant written notice of Landlord's intention to terminate this Lease on a date specified in such notice, which date shall be not less than 5 days after the giving of such notice, and upon the date so specified, this Lease and the estate hereby granted shall expire and terminate with the same force and effect as if the date specified in such notice were the date hereinbefore fixed for the expiration of this Lease, and all rights of Tenant hereunder shall expire and terminate, and Tenant shall be liable as hereinafter in this Section 21 (c) provided. If any such notice is given, Landlord shall have, on such date so specified, the right of re-entry and possession of the Premises and the right to remove all persons and property therefrom and to store such property in a warehouse or elsewhere at the risk and expense, and for the account, of Tenant. Should Landlord elect to re-enter as herein provided or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, subject to Section 21(c)(ii) from time to time re-let the Premises or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Landlord may deem advisable, with the right to make commercially reasonable alterations in and repairs to the Premises.

(ii) Landlord shall be deemed to have satisfied any obligation to mitigate its damages by hiring an experienced commercial real estate broker to market the Premises and directing such broker to advertise and show the Premises to prospective tenants.

(iii) In the event of any termination of this Lease as in this Section 21 provided or as required or permitted by law or in equity, Tenant shall forthwith quit and surrender the Premises

to Landlord, and Landlord may, without further notice, enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same free of any rights of Tenant, and in any such event Tenant and no person claiming through or under Tenant by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Premises.

(iv) If this Lease is terminated or if Landlord shall re-enter the Premises as aforesaid, or in the event of the termination of this Lease, or of re-entry, by or under any proceeding or action or any provision of law by reason of a Default by Tenant, Tenant covenants and agrees forthwith to pay and be liable for, on the days originally fixed in this Lease for the payment thereof, amounts equal to the installments of Base Rent and all Additional Rent as they would, under the terms of this Lease become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof, but in the event that the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all of Landlord's expenses incurred in reletting the Premises (including, without limitation, tenant improvement, demising and remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner: Amounts received by Landlord after reletting, if any, shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery by Landlord no in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered by Landlord, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, Tenant shall not be entitled to any credit of any kind for any period after the date when the Term of this Lease is scheduled to expire according to its terms.

Actions, proceedings or suits for the recovery of damages, whether liquidated or other damages, under this Lease, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been terminated hereunder. In addition to other rights, remedies and damages provided in this Lease or at law or in equity, at any time and from time to time following the occurrence of a Default, whether or not this Lease is terminated as aforesaid, Landlord shall be entitled to recover all Base Rent, Additional Rent and other amounts payable to Tenant under this Lease then due or accrued and unpaid.

(v) In addition, Landlord, at its election, notwithstanding any other provision of this Lease, by written notice to Tenant (the "**Lump Sum Election**"), shall be entitled to recover from Tenant, as and for liquidated damages, at any time following any termination of this Lease, a lump sum payment representing, at the time of Landlord's written notice of its Lump Sum Election, the sum of:

(A) the then present value (calculated in accordance with accepted financial practice using as the discount rate the yield to maturity on United States Treasury Notes as set forth below) of the amount of unpaid Base Rent and Additional Rent that would have been payable pursuant to this Lease for the remainder of the Term following Landlord's Lump Sum Election if this Lease had not been terminated, and

(B) all other damages and expenses (including attorneys' fees and expenses), if any, which Landlord shall have sustained by reason of the breach of any provision of this Lease; less

(C) the then present value (calculated in accordance with accepted financial practice using as the discount rate the yield to maturity on United States Treasury Notes as set forth below) of the aggregate net fair market rent plus additional charges payable for the Premises for the remainder of the Term following Landlord's Lump Sum Election, calculated as of the date of Landlord's Lump Sum Election, and taking into account reasonable estimates of the future costs to relet any then vacant portions of the Premises (except to the extent that Tenant has actually paid such costs pursuant to this Section 21) in order to calculate the net rental revenue that Landlord may expect to obtain for the Premises for the balance of the Term (it being understood that the subtraction of the amounts determined in this paragraph (C) from the then present value of Base Rent and Additional Rent that would have been payable pursuant to this Lease for the remainder of the Term as determined in paragraph (A) shall not be deemed to result in an amount less than zero).

Landlord's recovery under its Lump Sum Election shall be in addition to Tenant's obligations to pay, and Landlord's right to recover from Tenant, all Base Rent and Additional Rent due and costs incurred prior to the date of Landlord's Lump Sum Election, and shall be in lieu of any Base Rent and Additional Rent which would otherwise have been due under this Section from and after the date of Landlord's Lump Sum Election. The yield to maturity on United States Treasury Notes having a maturity date that is nearest the date that would have been the last day of the Term of the Lease, as reported in The Wall Street Journal or a comparable publication if it ceases to publish such yields, shall be used in calculating present values for purposes of Landlord's Lump Sum Election. For the purposes of this Section, if Landlord makes the Lump Sum Election to recover liquidated damages in accordance with this Section, the total Additional Rent shall be computed based upon Landlord's reasonable estimate of Tenant's Share of Operating Expenses and other Additional Rent for each 12-month period in what would have been the remainder of the Term of the Lease and any part thereof at the end of such remainder of the Term, but in no event less than the amounts therefor payable for the twelve (12) calendar months (or if less than twelve (12) calendar months have elapsed since the date hereof, the partial year) immediately preceding the date of Landlord's Lump Sum Election. Amounts of Tenant's Share of Operating Expenses and any other Additional Rent for any partial year at the beginning of the Term or at the end of what would have been the remainder of the Term shall be prorated.

(vi) Nothing herein contained shall limit or prejudice the right of Landlord, in any bankruptcy or insolvency proceeding, to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any bankruptcy or insolvency proceedings, or to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law, whether such amount shall be greater or less than the excess referred to above.

(vii) Nothing in this Section 21 shall be deemed to affect the right of either party to indemnifications pursuant to this Lease.

(viii) If Landlord terminates this Lease upon the occurrence of a Default, Tenant will quit and surrender the Premises to Landlord or its agents, and Landlord may, without further notice, enter upon, re-enter and repossess the Premises by summary proceedings, ejectment or otherwise. The words "enter", "re-enter", and "re-entry" are not restricted to their technical legal meanings.

(ix) If either party shall be in default in the observance or performance of any provision of this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that such party was in default, the party in default shall pay to the other party all reasonable, out of pocket fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including reasonable attorneys' fees and expenses.

(x) If Tenant shall default in the keeping, observance or performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant (a) immediately or at any time thereafter and with only such notice, if any, as may be practicable under the circumstances in the case of an emergency or in case such default will result in a violation of any legal or insurance requirements, or in the imposition of any lien against all or any portion of the Premises or the Project not discharged, released or bonded over to Landlord's satisfaction by Tenant within the time period required pursuant to Section 15 of this Lease, and (b) in any other case if such default continues after any applicable notice and cure period provided in Section 20. All reasonable costs and expenses incurred by Landlord in connection with any such performance by it for the account of Tenant and also all reasonable costs and expenses, including attorneys' fees and disbursements incurred by Landlord in any action or proceeding (including any summary dispossess proceeding) brought by Landlord to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises, shall be paid by Tenant to Landlord within 10 days after demand.

(xi) Independent of the exercise of any other remedy of Landlord hereunder or under applicable law, Landlord may conduct an environmental test of the Premises as generally described in Section 30(c).

(xii) In addition to any other right or remedy hereunder, upon the occurrence of a Default, Landlord shall have the right to suspend funding of any Tl Allowance or the performance of Landlord's Work (and such suspension shall constitute a Tenant Delay).

(xiii) In the event that Tenant is in breach or Default under this Lease, whether or not Landlord exercises its right to terminate or any other remedy, Tenant shall reimburse Landlord within 15 days of demand for any out of pocket costs and expenses that Landlord may incur in connection with any such breach or Default, as provided in this Section 21 (c). Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability, including without limitation, reasonable legal fees and costs Landlord shall incur if Landlord shall become or be made a party to any claim or action instituted by Tenant against any third party, by any third party against Tenant or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant.

(xiv) Except as otherwise provided in this Section 21, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver of any provision of this Lease shall be deemed to have been made unless expressly so made in writing expressly waiving such provision. Landlord shall be entitled, to the extent permitted by law, to seek injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to seek a decree compelling observance or performance of any provision of this Lease, or to seek any other legal or equitable remedy.

22. **Assignment and Subletting**.

(a) **General Prohibition**. Without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed subject to and on the conditions described in this

Section 22, Tenant shall not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises, and any attempt to do any of the foregoing shall be void and of no effect. If Tenant is a corporation, partnership or limited liability company, the shares or other ownership interests thereof which are not actively traded upon a stock exchange or in the over-the-counter market, a transfer or series of transfers whereby 50% or more of the issued and outstanding shares or other ownership interests of such corporation are, or voting control is, transferred (but excepting transfers upon deaths of individual owners) from a person or persons or entity or entities which were owners thereof at time of execution of this Lease to persons or entities who were not owners of shares or other ownership interests of the corporation, partnership or limited liability company at time of execution of this Lease, shall be deemed an assignment of this Lease requiring the consent of Landlord as provided in this Section 22. Notwithstanding the foregoing, Tenant shall have the right to (x) obtain financing from institutional or individual investors (including venture capital funding and corporate partners) which regularly invest in private biotechnology companies, (y) undergo a public offering, or (z) if Tenant is a public company, transfer shares of Tenant effected through any recognized exchange or through the "over the counter" market, any of which results in a change in control of Tenant without such change of control constituting an assignment under this Section 22 requiring Landlord consent, provided that (i) Tenant notifies Landlord in writing of the financing at least 5 business days prior to the closing of the financing, and (ii) provided that in no event shall such financing result in a change in use of the Premises from the use contemplated by Tenant at the commencement of the Term.

(b) **Permitted Transfers**. If Tenant desires to assign, sublease, hypothecate or otherwise transfer this Lease or sublet the Premises other than pursuant to a Permitted Assignment (as defined below), then at least 15 business days, but not more than 45 business days, before the date Tenant desires the assignment or sublease to be effective (the "**Assignment Date**"), Tenant shall give Landlord a notice (the "**Assignment Notice**") containing such information about the proposed assignee or sublessee, including the proposed use of the Premises and any Hazardous Materials proposed to be used, stored handled, treated, generated in or released or disposed of from the Premises, the Assignment Date, any relationship between Tenant and the proposed assignee or sublessee, and all material terms and conditions of the proposed assignment or sublease, including a copy of any proposed assignment or sublease in its final form, and such other information as Landlord may deem reasonably necessary or appropriate to its consideration whether to grant its consent. Landlord may, by giving written notice to Tenant within 15 business days after receipt of the Assignment Notice: (i) grant such consent (provided that Landlord shall further have the right to review and approve or disapprove the proposed form of sublease prior to the effective date of any such subletting), (ii) refuse such consent, in its reasonable discretion; or (iii) if the proposed transaction is a sublease that is not a Permitted Assignment (as hereinafter defined) and the subletting concerns (together with all other then effective subleases) 50% or more of the Premises, terminate this Lease with respect to the space described in the Assignment Notice as of the Assignment Date (an "**Assignment Termination**"). Among other reasons, it shall be reasonable for Landlord to withhold its consent in any of these instances: (1) the proposed assignee or subtenant is a governmental agency; (2) in Landlord's reasonable judgment, the use of the Premises by the proposed assignee or subtenant would entail any alterations that would lessen the value of the leasehold improvements in the Premises, or would require increased services by Landlord; (3) in Landlord's reasonable judgment, the proposed assignee or subtenant is engaged in areas of scientific research or other business concerns that are controversial; (4) in Landlord's reasonable judgment, the proposed assignee or subtenant lacks the creditworthiness to support the financial obligations it will incur under the proposed assignment or sublease; (5) in Landlord's reasonable judgment, the character, reputation, or business of the proposed assignee or subtenant is inconsistent with the desired tenant-mix or the quality of other tenancies in the Project or is inconsistent with the type and quality of the nature of the Building; (6) Landlord has received from any prior landlord to the proposed assignee or subtenant a negative report concerning such prior landlord's experience with the proposed assignee or subtenant; (7) Landlord has experienced previous defaults by or is in litigation with the proposed assignee or subtenant; (8) the use of the Premises by the proposed assignee or subtenant will violate any applicable Legal Requirement; (9) the proposed assignee or subtenant, or any entity that, directly or indirectly, controls, is controlled by, or is under common control with the proposed assignee or subtenant, is then an occupant

of the Project; (10) the proposed assignee or subtenant is an entity with whom Landlord is negotiating to lease space in the Project; or (11) the assignment or sublease is prohibited by Landlord's lender. If Landlord delivers notice of its election to exercise an Assignment Termination, Tenant shall have the right to withdraw such Assignment Notice by written notice to Landlord of such election within 5 business days after Landlord's notice electing to exercise the Assignment Termination. If Tenant withdraws such Assignment Notice, this Lease shall continue in full force and effect. If Tenant does not withdraw such Assignment Notice, this Lease, and the term and estate herein granted, shall terminate as of the Assignment Date with respect to the space described in such Assignment Notice. No failure of Landlord to exercise any such option to terminate this Lease, or to deliver a timely notice in response to the Assignment Notice, shall be deemed to be Landlord's consent to the proposed assignment, sublease or other transfer. Tenant shall pay to Landlord a fee equal to Three Thousand Five Hundred Dollars ($3,500) in connection with its consideration of any Assignment Notice and/or its preparation or review of any consent documents. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease, upon 30 days prior written notice to Landlord but without obtaining Landlord's prior written consent, to (A) Cellular Ecosystem Therapeutics, Inc., a Delaware corporation ("**Cellular**"), or (B) a corporation or other entity which is a successor-in-interest to Tenant, by way of merger, consolidation or corporate reorganization, or by the purchase of all or substantially all of the assets or the ownership interests of Tenant provided that (i) such merger or consolidation, or such acquisition or assumption, as the case may be, is for a bona fide business purpose and not principally for the purpose of transferring the Lease, and (ii) the net worth (as determined in accordance with generally accepted accounting principles ("**GAAP**")) of the assignee is not less than the greater of the net worth (as determined in accordance with GAAP) of Tenant as of (A) the Commencement Date, or (B) as of the date of Tenant's most current quarterly or annual financial statements, and (iii) such assignee shall agree in writing to assume all of the terms, covenants and conditions of this Lease (each, a "**Permitted Assignment**"). For the avoidance of doubt, Landlord shall not have the right to exercise an Assignment Termination with respect to any Permitted Assignment.

(c) **Additional Conditions**. As a condition to any such assignment or subletting, whether or not Landlord's consent is required, Landlord may require:

(i) that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment; and

(ii) A list of Hazardous Materials, certified by the proposed assignee or sublessee to be true and correct, which the proposed assignee or sublessee intends to use, store, handle, treat, generate in or release or dispose of from the Premises, together with copies of all documents relating to such use, storage, handling, treatment, generation, release or disposal of Hazardous Materials by the proposed assignee or subtenant in the Premises or on the Project, prior to the proposed assignment or subletting, including, without limitation: permits; approvals; reports and correspondence; storage and management plans; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); and all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks. Neither Tenant nor any such proposed assignee or subtenant is required, however, to provide Landlord with any portion(s) of the such documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities.

(d) **No Release of Tenant, Sharing of Excess Rents**. Notwithstanding any assignment or subletting, except as otherwise expressly set forth below with respect to Cellular, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease. If the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto in any form) exceeds the sum of the rental payable under this Lease, (excluding however, any Rent payable under this Section) and actual and reasonable brokerage fees, legal costs, advertising expenses, free rent or other reasonable concessions and any design or construction fees and tenant improvements costs directly related to and required pursuant to the terms of any such sublease ("**Excess Rent**"), then Tenant shall be bound and obligated to pay Landlord as Additional Rent hereunder 50% of such Excess Rent within 10 days following receipt thereof by Tenant. Notwithstanding anything to the contrary contained herein, prior to the Rent Commencement Date, Excess Rent shall be calculated based on the amount of Base Rent that would have been payable prior to the Rent Commencement Date if Base Rent had not been abated. If Tenant shall sublet the Premises or any part thereof, Tenant hereby immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any such subletting, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of a Default, Tenant shall have the right to collect such rent. If (i) Tenant assigns this Lease to Cellular pursuant to a Permitted Assignment under Section 22(b) above, and (ii) at the time of such Permitted Assignment, Cellular can reasonably demonstrate to Landlord that Cellular, as of the date of such Permitted Assignment, has enough cash on hand to cover all of its business operating costs and expenses, including without limitation all of the costs arising under this Lease and Cellular's existing lease, for the 12 month period following the effective date of the Permitted Assignment, then upon such Permitted Assignment to Cellular, Tenant shall be released only from those obligations under this Lease accruing or first arising after the date of such Permitted Assignment.

(e) **No Waiver**. The consent by Landlord to an assignment or subletting shall not relieve Tenant or any assignees of this Lease or any sublessees of the Premises from obtaining the consent of Landlord to any further assignment or subletting nor shall it release Tenant or any assignee or sublessee of Tenant from full and primary liability under the Lease. The acceptance of Rent hereunder, or the acceptance of performance of any other term, covenant, or condition thereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting, assignment or other transfer of the Premises.

(f) **Prior Conduct of Proposed Transferee**. Notwithstanding any other provision of this Section 22, if (i) the proposed assignee or sublessee of Tenant has been required by any prior landlord, lender or Governmental Authority to take remedial action in connection with Hazardous Materials contaminating a property, where the contamination resulted from such party's action or use of the property in question, (ii) the proposed assignee or sublessee is subject to an enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority), or (iii) because of the existence of a pre-existing environmental condition in the vicinity of or underlying the Project, the risk that Landlord would be targeted as a responsible party in connection with the remediation of such pre-existing environmental condition would be materially increased or exacerbated by the proposed use of Hazardous Materials by such proposed assignee or sublessee, Landlord shall have the absolute right to refuse to consent to any assignment or subletting to any such party.

23. **Estoppel Certificate**. Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii)

acknowledging, to the best of Tenant's knowledge, that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth such further information with respect to the status of this Lease or the Premises as may be reasonably requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of Landlord, be conclusive upon Tenant that the Lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

24. **Quiet Enjoyment**. So long as Tenant is not in Default under this Lease, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

25. **Prorations**. All prorations required or permitted to be made hereunder shall be made on the basis of a 360 day year and 30 day months.

26. **Rules and Regulations**. Tenant shall, at all times during the Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises and the Project. The current rules and regulations are attached hereto as **Exhibit E**. If there is any conflict between said rules and regulations and other provisions of this Lease, the terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Project and shall not enforce such rules and regulations in a discriminatory manner.

27. **Subordination**. This Lease and Tenant's interest and rights hereunder are hereby made and shall be subject and subordinate at all times to the lien of any Mortgage now existing or hereafter created on or against the Project, Property, Building or Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant; provided, however that so long as there is no Default hereunder, Tenant's right to possession of the Premises shall not be disturbed by the Holder of any such Mortgage. Tenant agrees, at the election of the Holder of any such Mortgage, to attorn to any such Holder. Tenant agrees within 10 business days after demand to execute, acknowledge and deliver such SNDA (as hereinafter defined) and such other instruments, confirming such subordination, and such instruments of attornment as shall be requested by any such Holder, provided any such instruments contain appropriate non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises as set forth in Section 24 hereof. Notwithstanding the foregoing, any such Holder may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in that event such Holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Mortgage and had been assigned to such Holder. The term "**Mortgage**" whenever used in this Lease shall be deemed to include deeds of trust, security assignments, ground leases or other superior leases and any other encumbrances, and any reference to the "**Holder**" of a Mortgage shall be deemed to include the beneficiary under a deed of trust. As of the date of this Lease, there is no existing Mortgage encumbering the Building or the Property on which the Building is located.

Upon written request from Tenant, Landlord agrees to use reasonable efforts to cause the future Holder of a Mortgage to enter into a subordination, non-disturbance and attornment agreement ("**SNDA**") with Tenant with respect to this Lease. The SNDA shall be on the form proscribed by the Holder and Tenant shall pay the Holder's fees and costs in connection with obtaining such SNDA; provided, however, that Landlord shall request that Holder make any reasonable changes to the SNDA requested by Tenant. Landlord's failure to cause the Holder to enter into the SNDA with Tenant (or make any of the changes requested by Tenant) shall not be a default by Landlord under this Lease.

28. **Surrender**. Upon the expiration of the Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, subject to any Alterations or Installations permitted by Landlord to remain in the Premises, free of Hazardous Materials brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from, the Premises by any person other than Landlord or its officers, directors, employees, managers, agents and contractors (collectively, "**Tenant HazMat Operations**") and released of all Hazardous Materials Clearances, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Sections 18 and 19 excepted. At least 3 months prior to the surrender of the Premises, Tenant shall deliver to Landlord a narrative description of the actions proposed (or required by any Governmental Authority) to be taken by Tenant in order to surrender the Premises (including any Installations permitted by Landlord to remain in the Premises) at the expiration or earlier termination of the Term, free from any residual impact from the Tenant HazMat Operations and otherwise released for unrestricted use and occupancy (the "**Surrender Plan**"). Such Surrender Plan shall be accompanied by a current listing of (i) all Hazardous Materials licenses and permits held by or on behalf of any Tenant Party with respect to the Premises, and (ii) all Hazardous Materials used, stored, handled, treated, generated, released or disposed of from the Premises, and shall be subject to the review and approval of Landlord's environmental consultant. Landlord shall use reasonable efforts to cause Landlord's environmental consultant to provide Tenant with comments to the Surrender Plan within a reasonable time after Tenant delivers the Surrender Plan to Landlord. In connection with the review and approval of the Surrender Plan, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning Tenant HazMat Operations as Landlord shall request. On or before such surrender, Tenant shall deliver to Landlord evidence that the approved Surrender Plan shall have been satisfactorily completed and Landlord shall have the right, subject to reimbursement at Tenant's expense as set forth below, to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the effective date of such surrender or early termination of the Lease, free from any residual impact from Tenant HazMat Operations. Tenant shall reimburse Landlord, as Additional Rent, for the actual out-of-pocket expense incurred by Landlord for Landlord's environmental consultant to review and approve the Surrender Plan and to visit the Premises and verify satisfactory completion of the same, which cost shall not exceed $3,000. Landlord shall have the unrestricted right to deliver such Surrender Plan and any report by Landlord's environmental consultant with respect to the surrender of the Premises to third parties; provided, however, that Landlord instructs such parties to treat the same as confidential. Tenant may redact Tenant's proprietary and confidential information pertaining to Tenant's business operations from the Surrender Plan.

If Tenant shall fail to prepare or submit a Surrender Plan approved by Landlord, or if Tenant shall fail to complete the approved Surrender Plan, or if such Surrender Plan, whether or not approved by Landlord, shall fail to adequately address any residual effect of Tenant HazMat Operations in, on or about the Premises, Landlord shall have the right to take such actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Project are surrendered free from any residual impact from Tenant HazMat Operations, the reasonable cost of which actions shall be reimbursed by Tenant as Additional Rent, without regard to the limitation set forth in the first paragraph of this Section 28.

Upon the expiration or earlier termination of the Term, Tenant shall immediately return to Landlord all keys and/or access cards to parking, the Building, restrooms or all or any portion of the Premises, Building or Project furnished to or otherwise procured by Tenant. If any such access card or key is lost, Tenant shall pay to Landlord, at Landlord's election, either the cost of replacing such lost access card or key or the cost of reprogramming the access security system in which such access card was used or changing the lock or locks opened by such lost key. Any Tenant's Property, Alterations and other property of Tenant not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Term, including the obligations of Tenant under Section 30 hereof, shall survive the expiration or earlier termination of the Term, including, without limitation, indemnity obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises.

29. **Waiver of Jury Trial**. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

30. **Environmental Requirements**.

(a) **Prohibition/Compliance/Indemnity**. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises, Building, Property or Project in violation of applicable Environmental Requirements (as hereinafter defined) by Tenant or any Tenant Party. If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Materials in the Premises during the Term or any holding over results in contamination of the Premises, Building, Property or Project or any adjacent property or if contamination of the Premises, Building, Property or Project or any adjacent property by Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises by anyone other than Landlord and Landlord's employees, agents and contractors otherwise occurs during the Term or any holding over, Tenant hereby indemnifies and shall defend and hold Landlord, its officers, directors, employees, agents and contractors harmless from any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Premises or the Project, or the loss of, or restriction on, use of the Premises or any portion of the Project), expenses {including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief {whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (collectively, "**Environmental Claims**") which arise during or after the Term as a result of such breach of Tenant's obligations stated in the preceding sentence or as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, treatment, remedial, removal, or restoration work required by any federal, state or local Governmental Authority because of Hazardous Materials present in the air, soil or ground water above, on, or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises, Building, Property, Project or any adjacent property caused or permitted by Tenant or any Tenant Party results in any contamination of the Premises, Building, Property, Project or any adjacent property, Tenant shall promptly take all actions at its sole expense and in accordance with applicable Environmental Requirements as are necessary to return the Premises, Building, Property, Project or any adjacent property to the condition existing prior to the time of such contamination, provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises, Building, Property or the Project. Notwithstanding anything to the contrary contained in Section 28 or this Section 30, Tenant shall not be responsible for, and the indemnification and hold harmless obligations set forth in this paragraph shall not apply to (i) contamination in the Premises which Tenant can prove to Landlord's reasonable satisfaction existed in the Premises prior to the Commencement Date, (ii) the presence of any Hazardous Materials in the Premises which Tenant can prove to Landlord's reasonable satisfaction migrated from outside of the Premises into the Premises, or (iii) contamination caused by Landlord or any Landlord's employees, agents and contractors, unless in any case, the presence of such Hazardous Materials (x) is the result of a breach by Tenant of any of its obligations under this Lease, or (y) was caused, contributed to or exacerbated by Tenant or any Tenant Party.

(b) **Business**. Landlord acknowledges that it is not the intent of this Section 30 to prohibit Tenant from using the Premises for the Permitted Use. Tenant may operate its business according to prudent industry practices so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all then applicable Environmental Requirements. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its business, Tenant agrees to deliver to Landlord prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises ("**Hazardous Materials List**"). Tenant shall deliver to Landlord an updated Hazardous Materials List at least once a year and shall also deliver an updated list before any new Hazardous Material is brought onto, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises. Notwithstanding the foregoing, the Hazardous Materials List shall not be required to include Hazardous Materials contained in products customarily used by tenants in de minimis quantities for ordinary cleaning and office purposes. Tenant shall deliver to Landlord true and correct copies of the following documents (the "**Haz Mat Documents**") relating to the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials prior to the Commencement Date, or if unavailable at that time, concurrent with the receipt from or submission to a Governmental Authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any Legal Requirements; plans relating to the installation of any storage tanks to be installed in or under the Building or Property (provided, said installation of tanks shall only be permitted after Landlord has given Tenant its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Building or Property for the closure of any such tanks; and a Surrender Plan (to the extent surrender in accordance with Section 28 cannot be accomplished in 3 months). Tenant is not required, however, to provide Landlord with any portion(s) of the Haz Mat Documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities. It is not the intent of this Section to provide Landlord with information which could be detrimental to Tenant's business should such information become possessed by Tenant's competitors.

(c) **Tenant Representation and Warranty**. Tenant hereby represents and warrants to Landlord that (i) neither Tenant nor any of its legal predecessors has been required by any prior landlord, lender or Governmental Authority at any time to take remedial action in connection with Hazardous Materials contaminating a property which contamination was permitted by Tenant of such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question, and (ii) Tenant is not subject to any enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority). If Landlord determines that this representation and warranty was not true as of the date of this lease, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(d) **Testing**. Landlord shall have the right to conduct annual tests of the Premises to determine whether any contamination of the Premises, Building, Property or Project has occurred as a result of Tenant's use. Tenant shall be required to pay the cost of such annual test of the Premises; provided, however, that if Tenant conducts its own tests of the Premises using third party contractors and test procedures acceptable to Landlord which tests are certified to Landlord, Landlord shall accept such tests in lieu of the annual tests to be paid for by Tenant. In addition, at any time, and from time to time, prior to the expiration or earlier termination of the Term, Landlord shall have the right to conduct appropriate tests of the Premises, Building, Property and Project to determine if contamination has occurred as a result of Tenant's use of the Premises. In connection with such testing, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such non-proprietary information concerning the use of Hazardous Materials in or about the Premises by Tenant or any Tenant Party. If contamination has occurred for which Tenant is liable under this Section 30, Tenant shall pay all costs to conduct such

tests. If no such contamination is found, Landlord shall pay the costs of such tests (which shall not constitute an Operating Expense). Landlord shall provide Tenant with a copy of all third party, nonconfidential reports and tests of the Premises made by or on behalf of Landlord during the Term without representation or warranty and subject to a confidentiality agreement. Tenant shall, at its sole cost and expense, promptly and satisfactorily remediate any environmental conditions identified by such testing for which Tenant is responsible under this Section 30 in accordance with all Environmental Requirements. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights which Landlord may have against Tenant.

(e) **Underground Tanks.** If underground or other storage tanks storing Hazardous Materials located on the Premises, Building, Property or Project are used by Tenant or are hereafter placed on the Premises, Building, Property or Project by Tenant, Tenant shall install, use, monitor, operate, maintain, upgrade and manage such storage tanks, maintain appropriate records, obtain and maintain appropriate insurance, implement reporting procedures, properly close any underground storage tanks, and take or cause to be taken all other actions necessary or required under applicable state and federal Legal Requirements, as such now exists or may hereafter be adopted or amended in connection with the installation, use, maintenance, management, operation, upgrading and closure of such storage tanks.

(f) **Tenant's Obligations.** Tenant's obligations under this Section 30 shall survive the expiration or earlier termination of the Lease. During any period of time after the expiration or earlier termination of this Lease required by Tenant or Landlord to complete the removal from the Premises of any Hazardous Materials (including, without limitation, the release and termination of any licenses or permits restricting the use of the Premises and the completion of the approved Surrender Plan), Tenant shall continue to pay the full Rent in accordance with this Lease for any portion of the Premises not relet by Landlord in Landlord's sole discretion, which Rent shall be prorated daily.

(g) **Definitions.** As used herein, the term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises, Building, Property or Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. As used herein, the term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the **"operator"** of Tenant's "**facility**" and the "**owner**" of all Hazardous Materials brought on the Premises by Tenant or any Tenant Party, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

31. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). Upon any default by Landlord, Tenant shall give notice by registered or certified mail to any Holder of a Mortgage covering the Premises and to any landlord of any lease of property in or on which the Premises are located and Tenant shall offer such Holder and/or landlord a reasonable opportunity to cure the default, including time to obtain possession of the Project, or portion thereof of which the Premises are a part, by power of sale or a judicial action if such should prove necessary to effect a cure; provided Landlord shall have furnished to Tenant in writing the names and addresses of all such persons who are to receive such notices. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "**Landlord**" in this Lease shall mean only the owner for the time being of the Premises. Upon the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

32. **Inspection and Access**. Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours on not less than 48 hours advance written notice (except in the case of emergencies in which case no such notice shall be required and such entry may be at any time) for the purpose of effecting any such repairs, inspecting the Premises, showing the Premises to prospective purchasers and, during the last year of the Term, to prospective tenants or for any other business purpose. Landlord may erect a suitable sign on the Premises stating that the Project is available for sale, or in the last 12 months of the Term, that the Premises are available to let. Landlord shall use reasonable efforts to minimize interference with Tenant's business operations at the Premises in connection with its entry into the Premises under this Section 32. Landlord may grant and amend easements, make public dedications, designate Common Areas and create restrictions on or about the Premises, Building and Property, provided that no such easement, dedication, designation or restriction materially, adversely affects Tenant's use or occupancy of the Premises for the Permitted Use. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions. Tenant shall at all times, except in the case of emergencies, have the right to escort Landlord or its agents, representatives, contractors or guests while the same are in the Premises, provided such escort does not materially and adversely affect Landlord's access rights hereunder. Landlord shall use reasonable efforts to comply with Tenant's reasonable security, confidentiality and safety requirements with respect to entering restricted portions of the Premises; provided, however, that Tenant has notified Landlord of such security, confidentiality and safety requirements reasonably prior to Landlord's entry into the Premises and provided further that in no event shall Tenant bar or prohibit access by Landlord and its employees, agents and contractors for the performance of the obligations of Landlord or the exercise of the rights of Landlord under this Lease.

33. **Security**. Tenant acknowledges and agrees that security devices and services, if any, while intended to deter crime may not in given instances prevent theft or other criminal acts and that Landlord is not providing any security services with respect to the Premises. Tenant agrees that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises. Tenant shall be solely responsible for the personal safety of Tenant's officers, employees, agents, contractors, guests and invitees while any such person is in, on or about the Premises, Building, Property and/or Project. Tenant shall at Tenant's cost obtain insurance coverage to the extent Tenant desires protection against such criminal acts.

34. **Force Majeure**. Neither party shall be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord ("**Force Majeure**"). Notwithstanding anything to the contrary contained in this Lease, in no event shall any payment obligations of Tenant be delayed, abated, excused or reduced by Force Majeure.

35. **Brokers**. Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person (collectively, "**Broker**") in connection with this transaction and that no Broker brought about this transaction other than Transwestern RBJ and Newmark Grubb Knight Frank. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than Transwestern RBJ and Newmark Grubb Knight Frank, claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction. Pursuant to a separate agreement between Landlord and Newmark Grubb Knight Frank, Landlord shall pay the commission of Newmark Grubb Knight Frank in connection with the execution of this Lease by Landlord and Tenant if, as and when such commission is due and payable to Newmark Grubb Knight Frank.

36. **Limitation on Landlord's Liability**. NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT TO THE CONTRARY: (A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON FOR (AND TENANT AND EACH SUCH OTHER PERSON ASSUME ALL RISK OF) LOSS, DAMAGE OR INJURY, WHETHER ACTUAL OR CONSEQUENTIAL TO: TENANT'S PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION, INCLUDING, WITHOUT LIMITATION TRADE FIXTURES, EQUIPMENT, INVENTORY, SCIENTIFIC RESEARCH, SCIENTIFIC EXPERIMENTS, LABORATORY ANIMALS, PRODUCT, SPECIMENS, SAMPLES, AND/OR SCIENTIFIC, BUSINESS, ACCOUNTING AND OTHER RECORDS OF EVERY KIND AND DESCRIPTION KEPT AT THE PREMISES AND ANY AND ALL INCOME DERIVED OR DERIVABLE THEREFROM; (B) THERE SHALL BE NO PERSONAL RECOURSE TO LANDLORD FOR ANY ACT OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR ARISING IN ANY WAY UNDER THIS LEASE OR ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ANY LIABILITY OF LANDLORD HEREUNDER SHALL BE STRICTLY LIMITED SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY OR ANY PROCEEDS FROM SALE OR CONDEMNATION THEREOF AND ANY INSURANCE PROCEEDS PAYABLE IN RESPECT OF LANDLORD'S INTEREST IN THE PROPERTY OR IN CONNECTION WITH ANY SUCH LOSS; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS. UNDER NO CIRCUMSTANCES SHALL LANDLORD OR ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE FOR INJURY TO TENANT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

37. **Severability**. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.

38. **Signs; Exterior Appearance**. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Building, (ii) use any curtains, blinds, shades or screens other than Landlord's standard window coverings, (iii) coat or otherwise sunscreen the interior or exterior of any windows, (iv) place any bottles, parcels, or other articles on the window sills, (v) place any equipment, furniture or other items of personal property on any exterior balcony, or (vi) paint, affix or exhibit on any part of the Premises, Building, Property or Project any signs, notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Standard signage on the entrance to the Building, the directory tablet or other lobby signage for the purpose of identifying tenants of the building shall be inscribed, painted or affixed for Tenant by Landlord at the sole cost and expense

of Tenant, and shall be of a size, color and type and in a location acceptable to Landlord. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering. The directory tablet shall be provided exclusively for the display of the name and location of tenants.

39. **Right to Expand.**

(a) **Expansion in the Building.** Following the first time after the date of this Lease that Landlord leases the Expansion Space to a third party, Tenant shall, during the Base Term, have the right, but not the obligation, to expand the Premises (the "**Expansion Right**") to include the Expansion Space upon the terms and conditions set forth in this Section. For purposes of this Section 39(a), "**Expansion Space**" shall mean the third floor in the Building, which is not occupied by a tenant or which is occupied by a then-existing tenant whose lease is expiring within 9 months or less and such tenant does not wish to renew (whether or not such tenant has a right to renew) its occupancy of such space. If there is any Expansion Space, Landlord shall, at such time as Landlord shall elect so long as Tenant's rights hereunder are preserved, deliver to Tenant written notice (the "**Expansion Notice**") of such Expansion Space, together with the terms and conditions on which Landlord is prepared to lease Tenant the Expansion Space; provided that Base Rent for the Expansion Space shall be at the Market Rate (as defined in Section 40(a) below). Tenant shall be entitled to exercise its right under this Section 39(a) only with respect to the entire Expansion Space identified in the Expansion Notice ("**Identified Expansion Space**"). Tenant shall have 10 business days following delivery of the Expansion Notice to deliver to Landlord written notification of Tenant's exercise of the Expansion Right ("**Exercise Notice**") with respect to the Identified Expansion Space. Tenant shall be entitled to lease the Identified Expansion Space upon the terms and conditions set forth in the Expansion Notice. If Landlord and Tenant are unable to agree on the Market Rate for the Identified Expansion Space after negotiating in good faith within 5 business days after Tenant's delivery of an Exercise Notice, the applicable Market Rate will be determined through arbitration in accordance with Section 40(b) below. The term of the Lease with respect to the Identified Expansion Space shall be co-terminous with the Term of the Lease with respect to the then-existing Premises so long as there would be at least 60 months of Term remaining with respect to the then- existing Premises as of the commencement date of the Lease with respect to the Expansion Space; otherwise, the term of the Lease with respect to the Expansion Space may not be co-terminous with the Term of the Lease with respect to the then-existing Premises. Notwithstanding anything to the contrary contain herein, in no event shall the Work Letter apply to the Identified Expansion Space. If Tenant fails to deliver an Exercise Notice to Landlord for the Identified Expansion Space within the required 10 business day period, Tenant shall be deemed to have waived its rights under this Section 39(a) to lease the Expansion Space, and Landlord shall have the right to lease the Expansion Space to any third party on any terms and conditions acceptable to Landlord. Notwithstanding anything to the contrary contained herein, Tenant shall have no right to exercise the Expansion Right and the provisions of this Section 39(a) shall no longer apply after the date that is 12 months prior to the expiration of the Base Term if Tenant has not exercised its Extension Right pursuant to Section 40.

(b) **Amended Lease.** If: (i) Tenant fails to timely deliver notice accepting the terms of an Expansion Notice, or (ii) after the expiration of a period of 10 business days after Landlord's delivery to Tenant of a lease amendment for Tenant's lease of the Expansion Space no lease amendment for the Expansion Space acceptable to both parties, each in their sole and absolute discretion, has been executed, Tenant shall be deemed to have forever waived its right under this Section 39 to lease such Expansion Space.

(c) **Exceptions.** Notwithstanding the above, the Expansion Right shall not be in effect and may not be exercised by Tenant:

(i) during any period of time that Tenant is in Default under any provision of the Lease; or

(ii) if Tenant has been in Default under any provision of the Lease 3 or more times, whether or not the Defaults are cured, during the 12 month period prior to the date on which Tenant seeks to exercise the Expansion Right.

(d) **Termination**. The Expansion Right shall terminate and be of no further force or effect even after Tenant's due and timely exercise of the Expansion Right, if, after such exercise, but prior to the commencement date of the lease of such Expansion Space, (i) Tenant fails to timely cure any default by Tenant under the Lease; or (ii) Tenant has Defaulted 3 or more times during the period from the date of the exercise of the Expansion Right to the date of the commencement of the lease of the Expansion Space, whether or not such Defaults are cured.

(e) **Rights Personal.** The Expansion Right is personal to Tenant and are not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease, except that the Extension Right may be assigned in connection with any Permitted Assignment of this Lease.

(f) **No Extensions.** The period of time within which the Expansion Right may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Expansion Right.

40. **Right to Extend Term.** Tenant shall have the right to extend the Term of the Lease upon the following terms and conditions:

(a) **Extension Right.** Tenant shall have 1 right (the **"Extension Right")** to extend the term of this Lease for 5 years (the **"Extension Term")** on the same terms and conditions as this Lease (other than Base Rent and the Work Letter) by giving Landlord written notice of its election to exercise the Extension Right at least 12 months but no earlier than 15 months prior to the expiration of the Base Term of the Lease.

Upon the commencement of the Extension Term, Base Rent shall be payable at the Market Rate (as defined below). Base Rent shall thereafter be adjusted on each annual anniversary of the commencement of such Extension Term by a percentage as determined by Landlord and agreed to by Tenant at the time the Market Rate is determined. As used herein, **"Market Rate"** shall mean the then market rental rate for space comparable to the Premises in a building comparable to the Building in the East Cambridge and Kendall Square market area of Cambridge, MA as determined by Landlord and agreed to by Tenant or determined by arbitration as provided below. In addition, Landlord may impose a market rent for the parking rights provided hereunder.

Within 30 days of the delivery to Landlord of Tenant's written notice of Tenant's election to exercise an Extension Right, Landlord shall deliver to Tenant Landlord's determination of the Market Rate and rent escalations for the Extension Term. If, on or before the date which is 270 days prior to the expiration of the Base Term of this Lease, Tenant has not agreed with Landlord's determination of the Market Rate and the rent escalations during the Extension Term after negotiating in good faith, Tenant shall be deemed to have elected arbitration as described in Section 40(b). Tenant acknowledges and agrees that, if Tenant has elected to exercise the Extension Right by delivering notice to Landlord as required in this Section 40(a), Tenant shall have no right thereafter to rescind or elect not to extend the term of the Lease for the Extension Term.

(b) **Arbitration.**

(i) Within 10 days of Tenant's notice to Landlord of its election (or deemed election) to arbitrate Market Rate and escalations, each party shall deliver to the other a proposal containing the Market Rate and escalations that the submitting party believes to be correct **("Extension Proposal").** If either party fails to timely submit an Extension Proposal, the other

party's submitted proposal shall determine the Base Rent and escalations for the Extension Term. If both parties submit Extension Proposals, then Landlord and Tenant shall meet within 7 days after delivery of the last Extension Proposal and make a good faith attempt to mutually appoint a single Arbitrator (as defined below) to determine the Market Rate and escalations. If Landlord and Tenant are unable to agree upon a single Arbitrator, then each shall, by written notice delivered to the other within 10 days after the meeting, select an Arbitrator. If either party fails to timely give notice of its selection for an Arbitrator, the other party's submitted proposal shall determine the Base Rent for the Extension Term. The 2 Arbitrators so appointed shall, within 5 business days after their appointment, appoint a third Arbitrator. If the 2 Arbitrators so selected cannot agree on the selection of the third Arbitrator within the time above specified, then either party, on behalf of both parties, may request such appointment of such third Arbitrator by application to any state court of general jurisdiction in the jurisdiction in which the Premises are located, upon 10 days' prior written notice to the other party of such intent.

(ii) The decision of the Arbitrator(s) shall be made within 30 days after the appointment of a single Arbitrator or the third Arbitrator, as applicable. The decision of the single Arbitrator shall be final and binding upon the parties. The average of the two closest Arbitrators in a three Arbitrator panel shall be final and binding upon the parties. Each party shall pay the fees and expenses of the Arbitrator appointed by or on behalf of such party and the fees and expenses of the third Arbitrator shall be borne equally by both parties. If the Market Rate and escalations are not determined by the first day of the Extension Term, then Tenant shall pay Landlord Base Rent in an amount equal to the Base Rent in effect immediately prior to the Extension Term and increased by the Rent Adjustment Percentage until such determination is made. After the determination of the Market Rate and escalations, the parties shall make any necessary adjustments to such payments made by Tenant. Landlord and Tenant shall then execute an amendment recognizing the Market Rate and escalations for the Extension Term.

(iii) An "**Arbitrator**" shall be any person appointed by or on behalf of either party or appointed pursuant to the provisions hereof and: (i) shall be (A) a member of the American Institute of Real Estate Appraisers with not less than 10 years of experience in the appraisal of improved office, high tech and life sciences real estate in the Cambridge, Massachusetts market area, or (B) a licensed commercial real estate broker with not less than 15 years' experience representing landlords and/or tenants in the leasing of high tech or life sciences space in the Cambridge, Massachusetts market area, (ii) devoting substantially all of their time to professional appraisal or brokerage work, as applicable, at the time of appointment and (iii) be in all respects impartial and disinterested.

(c) **Rights Personal.** The Extension Right is personal to Tenant and is not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease, except that the Extension Right may be assigned in connection with any Permitted Assignment of this Lease.

(d) **Exceptions.** Notwithstanding anything set forth above to the contrary, the Extension Right shall not be in effect and Tenant may not exercise the Extension Right:

(i) during any period of time that Tenant is in Default under any provision of this Lease; or

(ii) if Tenant has been in Default under any provision of this Lease 3 or more times, whether or not the Defaults are cured, during the 12-month period immediately prior to the date that Tenant intends to exercise the Extension Right, whether or not the Defaults are cured; or

(iii) if the party named as Tenant in the Basic Lease Provisions as of the date of this Lease or an assignee pursuant to a Permitted Assignment is not in occupancy of the entire Premises demised hereunder both at the time of the exercise of any such Extension Right and at the time of the commencement of the Extension Term.

(e) **No Extensions**. The period of time within which the Extension Right may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Extension Right.

(f) **Termination**. The Extension Right shall terminate and be of no further force or effect even after Tenant's due and timely exercise of an Extension Right, if, after such exercise, but prior to the commencement date of the Extension Term, (i) Tenant fails to timely cure any default by Tenant under this Lease; or (ii) Tenant has Defaulted 3 or more times during the period from the date of the exercise of an Extension Right to the date of the commencement of the Extension Term, whether or not such Defaults are cured.

41. **Miscellaneous**.

(a) **Notices**. All notices or other communications between the parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt if delivered by reputable overnight guaranty courier, addressed and sent to the parties at their addresses set forth above. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

(b) **Joint and Several Liability**. If and when included within the term "**Tenant**," as used in this instrument, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant.

(c) **Financial Information**. Tenant shall furnish Landlord with true and complete copies of (i) Tenant's most recent unaudited (or if available, audited) annual financial statements within 180 days of the end of each of Tenant's fiscal years during the Term, (ii) Tenant's most recent unaudited quarterly financial statements within 45 days of the end of each of Tenant's first three fiscal quarters of each of Tenant's fiscal years during the Term, (iii) at Landlord's reasonable request from time to time, updated business plans, including cash flow projections and/or pro forma balance sheets and income statements, all of which shall be treated by Landlord as confidential information belonging to Tenant, (iv) corporate brochures and/or profiles prepared by Tenant for prospective investors, and (v) any other financial information or summaries that Tenant typically provides to its lenders or shareholders. If the stock of Tenant is publicly traded on a recognized national exchange, then Tenant's filing of quarterly and annual financial statements with the SEC shall be deemed to satisfy Tenant's obligations to deliver financial statements under this Section.

(d) **Recordation**. Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record. Landlord may prepare and file, and upon request by Landlord Tenant will execute, a memorandum of lease. Nothing contained in this Lease is intended to prohibit Tenant from filing this Lease with the Securities and Exchange Commission ("**SEC**") to the extent that Tenant is required to do so pursuant to applicable SEC requirements. Prior to any such filing of this Lease, Tenant shall redact the Base Rent and other economic terms to the extent permitted by applicable SEC regulations.

(e) **Interpretation**. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(f) **Not Binding Until Executed.** The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) **Entire Agreement; Amendment.** This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the lease of the Premises and supersedes all other agreements, whether oral or written, pertaining to the lease of the Premises, and no other agreements with respect thereto shall be effective. Any amendments or modifications of this Lease shall be in writing and signed by both Landlord and Tenant, and any other attempted amendment or modification of this Lease shall be void.

(h) **Limitations on Interest.** It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) **Choice of Law.** Construction and interpretation of this Lease shall be governed by the internal laws of the Commonwealth of Massachusetts, excluding any principles of conflicts of laws.

(j) **Time.** Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) **OFAC.** Tenant, and, to Tenant's knowledge, all beneficial owners of Tenant, are currently (a) in compliance with and shall at all times during the Term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "**OFAC Rules**"), (b) not listed on, and shall not during the Term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List or the Sectoral Sanctions Identifications List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

(l) **Incorporation by Reference.** All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(m) **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent or any Additional Rent will be other than on account of the earliest stipulated Base Rent and Additional Rent, nor will any endorsement or statement on any check or letter accompanying a check for payment of any Base Rent or Additional Rent be an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

(n) **Hazardous Activities.** Notwithstanding any other provision of this Lease, Landlord, for itself and its employees, agents and contractors, reserves the right to refuse to perform any repairs or services in any portion of the Premises which, pursuant to Tenant's routine safety guidelines, practices or custom or prudent industry practices, require any form of protective clothing or equipment other than safety glasses. In any such case, Tenant shall contract with parties who are acceptable to

Landlord, in Landlord's reasonable discretion, for all such repairs and services, and Landlord shall, to the extent required, equitably adjust Tenant's Share of Operating Expenses in respect of such repairs or services to reflect that Landlord is not providing such repairs or services to Tenant.

(o) **"Green" Certification.** Tenant acknowledges that Landlord may, but shall not be obligated to, seek to obtain Leadership in Energy and Environmental Design (LEED), WELL Building Standard, or other similar "green" certification with respect to the Project and/or the Premises, and Tenant agrees, at no material cost to Tenant, to reasonably cooperate with Landlord, and to provide such information and/or documentation in Tenant's possession or control as Landlord may reasonably request, in connection therewith.

[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

RELAY THERAPEUTICS, INC.,
a Delaware corporation

By: /s/ Sanjiv Patel
Print Name: Sanjiv Patel
Title: CEO

LANDLORD:

ARE-MA REGION NO. 58, LLC
a Delaware limited liability company

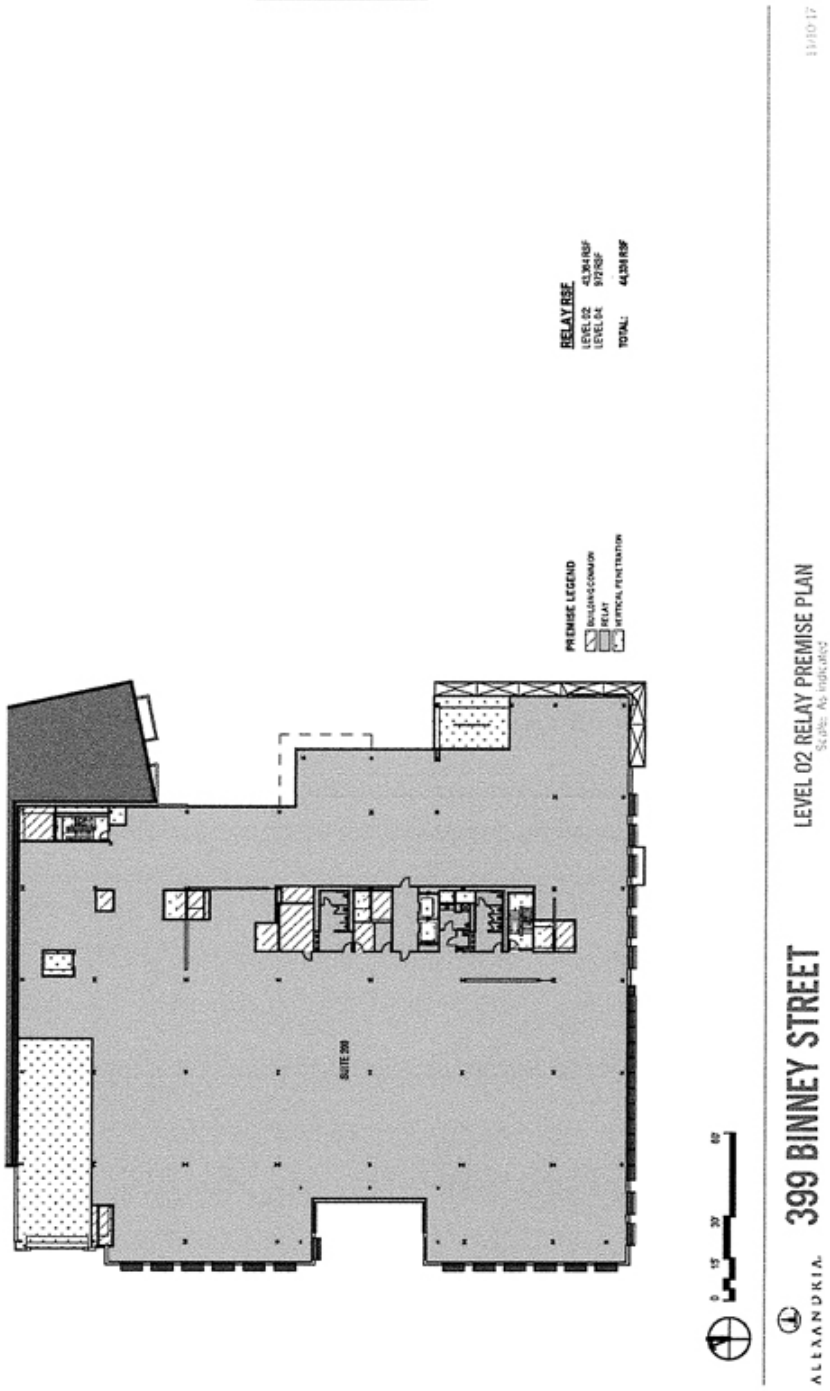
By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation.
General partner

By: /s/ Jackie Clem
Print Name: Jackie Clem
Title:Senior Vice President, RE Legal Affairs

EXHIBIT A TO LEASE

DESCRIPTION OF PREMISES



11/10/17

ALEXANDRIA

399 BINNEY STREET

LEVEL 04 RELAY PREMISE PLAN

Scale: As indicated

EXHIBIT B TO LEASE

DESCRIPTION OF PROPERTY

Real property in the County of Middlesex, Commonwealth of Massachusetts, described as follows:

BUILDING 1500 AND 1700:

A parcel of land located on the corner of Binney Street and Cardinal Medeiros Avenue in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the intersection of northerly sideline of Binney Street with the easterly sideline of Cardinal Medeiros Avenue,

Thence running N 22° 38’ 34” E along said easterly sideline of Cardinal Medeiros Avenue a distance of 220.97 feet to a point at land now or formerly of Escape Realty Trust;

Thence by land now or formerly of said Escape Realty Trust the following three courses:

S 67°24’17” E a distance of 165.49 feet to a point;

S 22°38’14” W a distance of 55.49 feet to a point; and

S 67°21’26” E a distance of 24.50 feet to a point at land now or formerly of Calusa, NV.;

Thence S 22°38’34” W by land of said Calusa, N.V. a distance of 165.53 feet to a point on the northerly sideline of Binney Street;

Thence N 67°22’57” W along said northerly sideline of Binney Street a distance of 190.00 feet to the point of beginning.

Said parcel being shown on a plan of land entitled “Subdivision Plan of Land in Cambridge, Massachusetts, being a Subdivision of Land as shown on Land Court Plan 1991 A,” prepared by Cullinan Engineering Co., Inc., dated September 23, 1994 and filed as Plan No. 1147 of 1994 in Book 25003, Page 496.

Together with the right to park in the garage pursuant to the terms and provisions of a Parking Lease Agreement dated February 15, 1996 between Cambridge 1400 Limited Partnership and Old Portland Realty Trust, a notice of which is recorded on February 15, 1996 in Book 26053, Page 137, as affected by Assignment and Assumption of Lessee’s Interest Under Parking Lease Agreement dated as of May 1,1998 and recorded on May 5, 1998 in Book 28542, Page 104.

Together with the rights and easements set forth in the Easements Agreement dated December 17,1984 and filed as Document No. 673502, said latter agreement as affected by Amendment to Easements Agreement, dated April 7, 2006 and filed as Document No. 1416496.

THEATER PARCEL:

Four parcels of land in the City of Cambridge, Middlesex County, Massachusetts, more particularly described as follows:

Parcel One:

That certain parcel of land situated in the City of Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Commencing at a point on the easterly side of Cardinal Medeiros Avenue, said point being 220.97 feet northeasterly from the intersection of said easterly side of Cardinal Medeiros Avenue and the northerly side of Binney Street.

THENCE:

N 36° 07 05” E 131.92 feet, on said Cardinal Medeiros Avenue; thence

S 53° 08’ 55” E 178.01 feet by land now or formerly of Cambridge Furniture Company; thence

S 36° 07’ 05” W 129.50 feet by land now or formerly of Trustees of Old Binney Realty Trust, thence

N 53° 55’ 46” W 178.00 feet by land now or formerly of Trustees of Old Portland Realty Trust, said point being the point of beginning.

The above described parcel is shown on a plan entitled “Plan of Property owned by Old Binney Realty Trust, Cardinal Medeiros Avenue and Binney Street, Cambridge, Massachusetts: dated March 30,1988, by Cullinan Engineering Co., Inc., Auburn-Boston, Massachusetts, recorded in Middlesex South District Registry of Deeds as Plan 503 of 1988 recorded in Book 18990 at Page 349 and on Plan No. 1147 of 1994 and contains 23,266 square feet, more or less, according to said plan.

Together with the right to park in the garage pursuant to the terms and provisions of the lease between Cambridge 1400, Inc., and Escape Realty Trust, notice of which is recorded on December 19,1994 in Book 25047, Page 479, and filed as Document no. 964205, as affected by Assignment and Assumption of Lessee’s Interest under Parking Lease Agreement between Michael T. Reardon, as Trustee of Escape Realty Trust and One Kendall LLC, dated as of May 1, 1998, recorded on May 5, 1998 in Book 28542, Page 160 and filed as Document No. 1064503.

Parcel Two:

A parcel of land situated in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts being more particularly bounded and described as follows:

Beginning at a point on the division line between land now or formerly of Trustees of Old Portland Realty Trust and land now or formerly of Kendall Three Realty Trust, said point being S 53°55’46” E, a distance of 178.00 feet from the southeasterly line of Cardinal Medeiros Avenue;

THENCE running S 36°07’05” W, by land now or formerly of Calusa, N.V.; a Netherlands Antilles Corporation a distance of 55.50 feet, to a point;

THENCE running through land, now or formerly of Old Portland Realty Trust on the following two (2) courses;

N 53°52’55” W, a distance of 12.50 feet, to a point and

N 36°06’45” E, a distance of 55.49 feet, to a point at land now or formerly of Trustees of Kendall Three Realty Trust;

THENCE running by land of said Trustees of Kendall Three Realty Trust, S 53°55’46” E, a distance of 12.51 feet, to the Point of Beginning.

Said parcel is shown as Lot A on a plan titled “Subdivision Plan of Land in Cambridge, Massachusetts, being a subdivision of land as shown on Land Court Plan 1991 A, scale: 1” = 40’, September 23, 1994” by Cullinan Engineering Co., Inc. Civil Engineers and Land Surveyors, Auburn - Boston, Massachusetts, which plan is recorded as Plan No. 1147 of 1994 and contains 694 square feet, more or less, according to said plan.

Together with the right to park in the garage pursuant to the terms and provisions of the lease between Cambridge 1400, Inc., and Escape Realty Trust, notice of which is recorded on December 9, 1994 in Book 25047, Page 479, as affected by Assignment and Assumption of Lessee’s Interest Under Parking Lease Agreement between Michael T. Reardon, as Trustee of Escape Realty Trust and One Kendall LLC, dated as of May 1, 1998, recorded on May 5, 1998 in Book 28542, Page 160 and filed as Document No. 1064503.

Parcel Three:

A parcel of land situated in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts being more particularly bounded and described as follows:

Beginning at a point on the division line between land now or formerly of Trustees of Kendall Three Realty Trust and land now or formerly of Cambridge Furniture Company, said point being S 53° 08’ 55” E, a distance of 178.01 feet from the southeasterly line of Cardinal Medeiros Avenue;

THENCE running S 53°08’ 55” E, in part by land of said Cambridge Furniture Company, and in part through land, now or formerly of Calusa, NV.; a Netherlands Antilles Corporation, a distance of 15.03 feet to a point;

THENCE running through land of said Calusa, N.V.; a Netherlands Antilles Corporation on the following six (6) courses:

S 24° 01’ 50” W, a distance of 19.90 feet, to a point;

N 53° 52’ 55” W, a distance of 17.19 feet, to a point;

S 36° 07’ 05” W, a distance of 159.73 feet, to a point;

S 53° 52’ 55” E, a distance of 31.69 feet, to a point;

S 24° 12’ 53” W, a distance of 5.74 feet, to a point; and

N 53° 52’ 55” W, a distance of 22.87 feet, to a point at a land now or formerly of Trustees of Old Portland Realty Trust;

THENCE running by land of said Trustees of Old Portland Realty Trust, N 53° 52’ 55” W, a distance of 12.00 feet, to a point, and N 36° 07’ 05” E, a distance of 55.50 feet, to a point at land now or formerly of Trustees of Kendall Three Realty Trust;

THENCE running by land of said Trustees of Kendall Three Realty Trust, N 36° 07’ 05” E, a distance of 129.50 feet, to the Point of Beginning.

Said parcel is shown as Lot B on a plan titled “Subdivision Plan of Land in Cambridge, Massachusetts, being a subdivision of land as shown on Land Court Plan 1991A, scale: 1”= 40’, September 23, 1994; by Cullinan Engineering Co., Inc. Civil Engineers and Land Surveyors, Auburn, Boston, Massachusetts, which plan is recorded as Plan No. 1147 of 1994 and contains 846 square feet, more or less, according to said plan.

Together with the right to park in the garage pursuant to the terms and provisions of the lease between Cambridge 1400, Inc., and Escape Realty Trust, notice of which is recorded on December 9, 1994 in Book 25047, Page 479, as affected by Assignment and Assumption of Lessee’s Interest Under Parking Lease Agreement between Michael T. Reardon, as Trustee of Escape Realty Trust and One Kendall LLC, dated as of May 1, 1998, recorded on May 5, 1998 in Book 28542, Page 160 and filed as Document No. 1064503.

PARCELS ONE, TWO AND THREE of the Theatre Parcel herein described are shown as Recorded Land Area 24,806 square feet on a Plan prepared for Trustees of Escape Realty Trust dated July 23, 1996 and recorded as Plan No. 699 of 1996.

Parcel Four:

REGISTERED LAND:

A parcel of land situated in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts being more particularly bounded and described as follows:

Beginning at a point, being the southwest corner of the parcel herein described at point being 180.00 feet southeasterly of the southeasterly line of Cardinal Medeiros Avenue, and being N 36° 07’ 05” E and a distance of 171.15 feet from the northeasterly line of Binney Street.

THENCE running through land, now or formerly of Calusa, NV; a Netherlands Antilles Corporation, on the following (6) courses:

N 36° 07’ 05” E, a distance of 159.73 feet to a point, said course being 180.00 feet southeasterly of and parallel to the southeasterly line of Cardinal Medeiros Avenue;

S 53° 52’ 55” E, a distance of 17.19 feet, to a point;

S 24° 01’ 50” W, a distance of 25.55 feet, to a point;

N 65° 47’ 07” W, a distance of 18.84 feet, to a point;

S 24° 12’ 53” W, a distance of 133.74 feet, to a point; and

N 53° 52’ 55” W, a distance of 31.69 feet, to the Point of Beginning.

Said parcel containing 2,890 square feet, more or less, according to the plan, and being shown as Lot 1 on a plan titled “Subdivision Plan of Land in Cambridge, Massachusetts, being a subdivision of land as shown on Land Court Plan 1991A, Scale: 1”= 40’, September 23, 1994” by Cullinan Engineering Co., Inc. Civil Engineers and Land Surveyors, Auburn - Boston, Massachusetts, filed as Plan No. 1991B and also described in Certificate of Title No. 201102 in Book 1135, Page 152.

Together with the right to park in the garage pursuant to the terms and provisions of the lease between Cambridge 1400, Inc., and Escape Realty Trust, notice of which is recorded on December 9, 1994 in Book 25047, Page 479, as affected by Assignment and Assumption of Lessee’s Interest Under Parking Lease Agreement between Michael T. Reardon, as Trustee of Escape Realty Trust and One Kendall LLC, dated as of May 1, 1998, recorded on May 5, 1998 in Book 28542, Page 160 and filed as Document No.1064503.

Perimeter of Parcel for Buildings 1500 and 1700

Beginning at the intersection of northerly sideline of Binney Street with easterly sideline of Cardinal Medeiros Avenue.

Thence running N 22° 38’34” E along said easterly sideline of Cardinal Medeiros Avenue a distance of 220.97 feet to a point at land now or formerly of One Kendall LLC;

Thence by land now or formerly of said One Kendall LLC the following four courses:

S 67° 24’ 17” E a distance of 165.50 feet to a point;

S 22° 38’ 14” W distance of 55.49 feet to a point;

S 67° 21’ 26” E a distance of 24.50 feet to a point;

S 22° 38’ 34” W a distance of 165.53 feet to a point on the northerly sideline of Binney Street;

Thence N 67°22’57” W along said northerly sideline of Binney Street a distance of 190.00 feet to the point of beginning.

Perimeter of Theatre Parcel

A parcel of land located on Cardinal Medeiros Avenue in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point along easterly sideline of Cardinal Medeiros Avenue, at a distance of 220.97 feet from the intersection of northerly sideline of Binney Street with easterly sideline of Cardinal Medeiros Avenue.

Thence running N 22°38’34” E along said easterly sideline of Cardinal Medeiros Avenue a distance of 131.93 feet to a point at land now or formerly of Red Jacket Limited Partnership;

Thence S 66°37’26” E a distance of 193.04 feet by land now or formerly of said Red Jacket Limited Partnership to a point at land now or formerly of One Kendall LLC;

Thence by land now or formerly of One Kendall LLC the following four courses:

S 10°33’19” W distance of 45.45 feet to a point;

N 79°15’ 38” W a distance of 18.84 feet to a point;

S 10°44’22” W a distance of 139.48 feet to a point;

And N 67°21’26” W a distance of 22.87 feet to a point at land now or formerly of Old Kendall Property LLC;

Thence by land of said Old Kendall Property LLC the following three courses:

N 67°21’26” W a distance of 24.50 feet to a point;

N 22°38’14” E a distance of 55.49 feet to a point;

And N 67°24’17” W a distance of 165.49 feet to the point of beginning

GARAGE PARCEL

PARTLY REGISTERED LAND:

A parcel of registered and unregistered land located on Binney Street, in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northerly sideline of Binney Street, said point being S 67°22’57” E a distance of 190.00 feet from the intersection of said northerly sideline of Binney Street with the easterly sideline of Cardinal Medeiros Avenue.

Thence running N 22° 38’ 34’ E along land now or formerly of Trustees of Old Portland Realty Trust a distance of 165.53 feet to a point at land now or formerly of Escape Realty Trust;

Thence by land now or formerly of said Escape Realty Trust the following five courses:

S 67°21’26” E a distance of 22.87 feet to a point;

N 10°44’22” E a distance of 139.48 feet to a point;

S 79°15’38” E a distance of 18.84 feet to a point;

N 10°33’19” E a distance of 45.45 feet to a point; and

N 66°37’26” W a distance of 13.03 feet to a point at land now or formerly of Cambridge Furniture Company;

Thence N 22°38’34” E by land of said Cambridge Furniture Company a distance of 109.85 feet to a point;

Thence S 67’21’26” E a distance of 205.92 feet to a point at land now or formerly of Consolidated Rail Corporation;

Thence S 10°44’19” W by land now or formerly of said Consolidated Rail Corporation a distance of 510.75 feet to a point on the northerly sideline of Binney Street;

Thence N 57°11’37” W along the northerly sideline of Binney Street a distance of 223.54 feet to a point;

Thence N 67°22’57” W continuing along said northerly sideline of Binney Street a distance of 81.24 feet to the point of beginning.

Including Lot 2 shown on Land Court Plan 1991 B (Registered Land).

Together with the rights set forth in Easements Agreement dated December 17, 1984, between Old Cambridge Realty Trust and the Old Kendall Trustees, filed as Document No. 673502, as affected by Amendment to Easements Agreement, dated April 7, 2006 and filed as Document No. 1416496.

LOT 1B

That certain parcel of land situated in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwest corner of Lot 1A, said point being the southwest corner of the parcel herein described:

THENCE running N 10°45’46” E, in part by land now or formerly of Linden Park Homes, Inc., in part by Wellington Harrington Memorial Way and in part by land, now or formerly of William Burke & Ruth Burke, a distance of 743.59 feet to a point;

THENCE running S 80°26’35” E by Lot 2 on a plan hereinafter described, a distance of 17.00 feet, to a point;

THENCE running S 10°44’19 W, by land now or formerly of Consolidated Rail Corporation, a distance of 747.58 feet to a point, being the northeast corner of Lot 1A;

THENCE running N 67°21’26” W, by Lot 1A, a distance of 17.69 feet to the point of beginning.

Said parcel being part of Lot 1 shown on a plan by Survey Engineers of Boston titled, “Subdivision Plan of Land in Cambridge, MA” dated January 5, 1987 and recorded as Plan No. 1747 of 1987 in Book 18765, Page 303.

EXHIBIT C TO LEASE

WORK LETTER

THIS **WORK LETTER** (this "**Work Letter**") is attached to and incorporated into that certain Lease dated January 16, 2018 (the "**Lease**") by and between **ARE-MA REGION NO. 58, LLC**, a Delaware limited liability company ("**Landlord**"), and **RELAY THERAPEUTICS, INC.,** a Delaware corporation ("**Tenant**"). Any initially capitalized terms used but not defined herein shall have the meanings given them in the Lease.

1. General Requirements; Landlord's Construction of the Building.

(a) **Tenant's Authorized Representative.** Tenant designates Ken Mullen ("**Tenants Representative**") as the only person authorized to act for Tenant pursuant to this Work Letter. Landlord shall not be obligated to respond to or act upon any request, approval, inquiry or other communication ("**Communication**") from or on behalf of Tenant in connection with this Work Letter unless such Communication is in writing from Tenant's Representative. Tenant may change Tenant's Representative at any time upon not less than 5 business days' advance written notice to Landlord. Neither Tenant nor Tenant's Representative shall be authorized to direct Landlord's contractors in the performance of Landlord's Work (as hereinafter defined).

(b) **Landlord's Authorized Representative.** Landlord designates William DePippo and Tim White (either such individual acting alone, "**Landlord's Representative**") as the only persons authorized to act for Landlord pursuant to this Work Letter. Tenant shall not be obligated to respond to or act upon any request, approval, inquiry or other Communication from or on behalf of Landlord in connection with this Work Letter unless such Communication is in writing from Landlord's Representative. Landlord may change either Landlord's Representative at any time upon not less than 5 business days' advance written notice to Tenant. Landlord's Representative shall be the sole persons authorized to direct Landlord's contractors in the performance of Landlord's Work.

(c) **Landlord's Construction of the Building.** Landlord shall construct the following improvements on the Land (collectively, the "**Non-TI Project Improvements**"): (i) shell and core improvements for the Building (the "**Shell and Core Improvements**"); and (ii) all landscaping, plaza areas, walkways, driveways, sidewalks, and other improvements for the Project (the "**Site Improvements**"), in accordance with the Shell, Core and Site Construction Documents (as defined below). Landlord shall construct the Non-TI Project Improvements at its sole cost and expense, except as otherwise expressly set forth herein. The cost of the Tenant Improvements to be undertaken by Landlord shall be paid for in accordance with Section 6 of this Work Letter.

(i) **Non-TI Project Improvements; Non-TI Construction Manager.** The construction manager for the Non-TI Project Improvements is The Richmond Group ("**Non-TI Construction Manager**"). The Non-TI Project Improvements shall be constructed pursuant to the Shell, Core and Site Construction Documents, as the same may be further modified as provided in this Work Letter to include any Landlord Modifications (as such term is defined below) and/or as required by any applicable Governmental Authorities.

(ii) **Project Architect.** Landlord has engaged Perkins & Will as the architect for the Non-TI Project Improvements (the "**Project Architect**").

(iii) **Shell, Core and Site Construction Documents.** The Shell, Core and Site Construction Documents for the construction of the Non-TI Project Improvements, a copy of which were furnished to and approved by Tenant prior to execution of the Lease, are listed on Schedule 1(c)(iii) (the "**Shell Core and Site Construction Documents**").

(iv) **Landlord Modifications to Shell, Core and Site Construction Documents.** It is anticipated that as Landlord completes construction of the Non-TI Project Improvements, Landlord may reasonably require changes to the Shell, Core and Site Construction Documents as Landlord shall desire and/or as may be required to obtain occupancy permits and other governmental approvals and comply with Legal Requirements. Landlord shall be entitled, from time to time, to make any such changes to the Shell, Core and Site Construction Documents (collectively, the "**Landlord Modifications**"), without Tenant's consent, so long as such Landlord Modifications, if implemented, would not: (i) effect material changes to the design of the Non-TI Project Improvements to the extent that such design affects the Premises or the construction of the Tenant Improvements; or (ii) adversely affect Tenant's contemplated use or occupancy of the Building or the Project for the Permitted Uses; or (iii) materially increase the costs, or delay the Tl Substantial Completion, of the Tenant Improvements (each as hereinafter defined) beyond the Target Commencement Date (collectively, an "**Adverse Condition**"); provided, however, to the extent a Landlord Modification is necessary to comply with Legal Requirements or is required by any applicable Governmental Authorities in connection with its enforcement of Legal Requirements, such Landlord Modification shall not constitute an Adverse Condition. In the event any such Landlord Modification, if implemented, would create an Adverse Condition, Landlord shall notify Tenant in writing of such Landlord Modifications prior to implementation thereof (which notice shall include Landlord's description of the Adverse Condition, and the adverse effects and impacts which Landlord believes comprise such Adverse Condition to the extent then known or reasonably anticipated by Landlord), and Tenant shall, within five (5) business days after receipt of Landlord's notice, notify Landlord of Tenant's approval or reasonable disapproval thereof with specified reasons for such disapproval. Tenant's failure to notify Landlord of its approval or reasonable disapproval within such five (5) business day period shall be deemed Tenant's approval of such proposed Landlord Modifications. In the event such Landlord Modifications, if implemented, would materially increase the costs of the Tenant Improvements, then Landlord and Tenant shall consult and coordinate on ways to minimize the effect of such Landlord Modification on the cost of the Tenant Improvements. If such Landlord Modification was desired by Landlord but not required to obtain occupancy permits and other governmental approvals or to comply with Legal Requirements (a "**Landlord Desired Modification**") and after such consultation and coordination the effect of such Landlord Desired Modification will be to increase the costs of the Tenant Improvements, such increase in costs shall be borne by Landlord and not counted against the Tl Allowance (as defined in Section 6 of this Work Letter). Tenant shall have no right to make or request, and Landlord shall, in its sole discretion, have no obligation to approve and may disapprove, any changes to the Shell, Core and Site Construction Documents desired by Tenant.

(v) **Completion of the Non-TI Project Improvements.** Landlord shall use commercially reasonable efforts to Substantially Complete the Shell and Core Improvements by November 1, 2018. For purposes of this Work Letter, the term "**Substantially Complete**", "**Substantially Completed**" or "**Substantial Completion**" with regard to the Shell and Core Improvements shall mean the later to occur of (i) the substantial completion of construction of the Shell and Core Improvements, as certified by the Project Architect, pursuant to and evidenced by a fully executed AIA G704 form signed by Landlord, Non-TI Construction Manager and the Project Architect, with the exception of any Punch List Items (as defined below), and (ii) the issuance by the City of Cambridge of a certificate of occupancy for the Shell and Core (unless such certificate is not available due to requirements of the Tenant Improvements or improvements to other tenant spaces that in either case preclude issuance of a certificate of occupancy, in which case a certificate of occupancy shall not be a condition precedent to Substantial Completion, but Landlord shall obtain such a certificate within a reasonable time after such requirements have been satisfied). Punch List Items shall be diligently completed by Landlord within a reasonable time, provided that Punch List Items which arise due to a delayed delivery of such Punch List Item or material portion thereof shall be completed no later than ninety (90) days after Substantial Completion (except for items which cannot be completed until the Tenant Improvements are completed by Tenant, or for items affected by seasonal conditions, each of which shall be completed as soon as practicable). The term "**Punch List Item**s" shall

mean minor items of completion, correction or repair with respect to the Non-TI Project Improvements, which, by their nature, will not interfere with, or impair in any material respect, Tenant's use or occupancy of the Project for the purposes contemplated under the Lease, and which will not delay Tenant's commencement of business operations in the Premises. Following the Substantial Completion of the Shell and Core Improvements, Landlord shall use commercially reasonable efforts to complete any remaining Site Improvements that are not complete as of the date of Substantial Completion of the Shell and Core Improvements as soon as reasonably practicable, which for all seasonal components of the Site Improvements shall be prior to the end of the first full planting season that begins after the date of Substantial Completion of the Shell and Core Improvements.

2. **Tenant Improvements.**

(a) **Tenant Improvements Defined.** As used herein, "**Tenant Improvements**" shall mean all improvements to the Premises and permitted areas of the Project of a fixed and permanent nature as shown on the Tl Construction Drawings (as defined in Section 2(d) below). Other than Landlord's Work (as defined in Section 3(a) below, Landlord shall not have any obligation whatsoever with respect to the finishing of the Premises for Tenant's use and occupancy.

(b) **Architects, Consultants and Contractors.** Landlord and Tenant hereby acknowledge and agree that: (i) the construction manager for the Tenant Improvements shall be The Richmond Group (the "**Tenant Improvements Construction Manager**") and any subcontractors for the Tenant Improvements shall be selected by Landlord, and (ii) Perkins & Will shall be the architect (the "**Tl Architect**") for the Tenant Improvements. Tenant shall have the right to engage at Tenant's sole cost and expense a tenant's construction manager ("**Tenant's Construction Manager**") to oversee the Tenant Improvements. Tenant's Construction Manager and the agreement pursuant to which Tenant shall engage Tenant's Construction Manager shall each be subject to Landlord's reasonable approval.

(c) **Tenant's Design Program.** The Tenant Improvements shall include the components listed in the "Tenant" column in the Landlord/Tenant Responsibility Matrix in Schedule 2(c)(i) (the "**Landlord/Tenant Responsibility Matrix**"). The schematic drawings and outline specifications detailing Tenant's requirements for the Tenant Improvements attached hereto as Schedule 2(c)(ii) (the "**Tl Design Program**") have been approved by both Landlord and Tenant.

(d) **Working Drawings.** Landlord shall cause the Tl Architect to prepare and deliver to Tenant for review and comment the construction plans, specifications and drawings for the Tenant Improvements ("**Tl Construction Drawings**"), which Tl Construction Drawings shall be prepared substantially in accordance with the Tl Design Program approved by Landlord and Tenant (together, the "**Tl Design Drawings**") and comply in all respects with the Landlord/Tenant Responsibility Matrix and the LEED/WELL standards attached hereto at Schedule 2(d). Tenant shall be solely responsible for ensuring that the Tl Construction Drawings reflect Tenant's requirements for the Tenant Improvements. Tenant shall deliver its written comments on the Tl Construction Drawings to Landlord not later than 10 days after Tenant's receipt of the same; provided, however, that Tenant may not disapprove any matter that is consistent with the Tl Design Drawings without submitting a Change Request. Landlord and the Tl Architect shall consider all such comments in good faith and shall, within 10 days after receipt, notify Tenant how Landlord proposes to respond to such comments, but Tenant's review rights pursuant to the foregoing sentence shall not delay the design or construction schedule for the Tenant Improvements. Any disputes in connection with such comments shall be resolved in accordance with Section 2(e) hereof. Provided that the design reflected in the Tl Construction Drawings is consistent with the Tl Design Drawings, Tenant shall approve in writing the Tl Construction Drawings submitted by Landlord, unless Tenant submits a Change Request. Once approved by Tenant, subject to the provisions of Section 4 below, Landlord shall not materially modify the Tl Construction Drawings except as may be reasonably required in connection with the issuance of the Tl Permit (as defined in Section 3(b) below).

(e) **Approval and Completion**. It is hereby acknowledged by Landlord and Tenant that the Tl Construction Drawings must be completed and approved not later than May 1, 2018, in order for the Landlord's Work to be Tl Substantially Complete by the Target Commencement Date (as defined in the Lease). Upon any dispute regarding the design of the Tenant Improvements, which is not settled within 10 business days after notice of such dispute is delivered by one party to the other, Tenant may make the final decision regarding the design of the Tenant Improvements, provided (i) Tenant acts reasonably and such final decision is either consistent with or a compromise between Landlord's and Tenant's positions with respect to such dispute, (ii) that all costs and expenses resulting from any such decision by Tenant shall be payable out of the Tl Fund (as defined in Section 5(e) below), and (iii) Tenant's decision will not affect the base Building, structural components of the Building or any Building systems. Any changes to the Tl Construction Drawings following Landlord's and Tenant's approval of same requested by Tenant shall be processed as provided in Section 4 hereof.

3. **Performance of Landlord's Work for the Construction of the Tenant Improvements.**

(a) **Definition of Landlord's Work.** As used herein, "**Landlord's Work**" shall mean the work of constructing the Tenant Improvements.

(b) **Commencement and Permitting.** Landlord shall commence construction of the Tenant Improvements upon Landlord's obtaining a building permit (the "**Tl Permit**") authorizing the construction of the Tenant Improvements consistent with the Tl Construction Drawings approved by Tenant as provided herein. The cost of obtaining the Tl Permit shall be payable from the Tl Fund. Tenant shall assist Landlord in obtaining the Tl Permit. If any Governmental Authority having jurisdiction over the construction of Landlord's Work or any portion thereof shall impose terms or conditions upon the construction thereof that: (i) are inconsistent with Landlord's obligations hereunder, (ii) increase the cost of constructing Landlord's Work, or (iii) will materially delay the construction of Landlord's Work, Landlord and Tenant shall reasonably and in good faith seek means by which to mitigate or eliminate any such adverse terms and conditions.

(c) **Completion of Landlord's Work.** Landlord shall use commercially reasonably efforts to Tl Substantially Complete the Tenant Improvements by the Target Commencement Date. It is hereby acknowledge by Landlord and Tenant that the permit set based on the Tl Construction Drawings must be completed on or before May 1, 2018, in order for the Tenant Improvement to the Tl Substantially Complete by the Target Commencement Date. Landlord shall substantially complete or cause to be substantially completed Landlord's Work in a good and workmanlike manner, in accordance with the Tl Permit subject, in each case, to Minor Variations and normal "punch list" items of a non-material nature that do not interfere with Tenant's use of the Premises ("**Tl Substantially Complete**", "**Tl Substantially Completed**", or **Tl Substantial Completion**"), which punch list items shall be completed by Landlord within sixty (60) days after the date of Tl Substantial Completion. Upon Tl Substantial Completion of Landlord's Work, Landlord shall require the Tl Architect and the Tenant Improvements Construction Manager to execute and deliver, for the benefit of Tenant and Landlord, a Certificate of Substantial Completion in the form of the American Institute of Architects ("**AIA**") document G704. For purposes of this Work Letter, "**Minor Variations**" shall mean any modifications reasonably required: (i) to comply with all applicable Legal Requirements and/or to obtain or to comply with any required permit (including the Tl Permit); (ii) to comply with any request by Tenant for modifications to Landlord's Work; (iii) to comport with good design, engineering, and construction practices that are not material; or (iv) to make reasonable adjustments for field deviations or conditions encountered during the construction of Landlord's Work.

(d) **Selection of Materials.** Where more than one type of material or structure is indicated on the Tl Construction Drawings approved by Landlord and Tenant, the option will be selected at Landlord's sole and absolute subjective discretion. As to all building materials and equipment that Landlord is obligated to supply under this Work Letter, Landlord shall select the manufacturer thereof in its sole and absolute subjective discretion.

(e) **Delivery of the Premises**. When Landlord's Work is Tl Substantially Complete, subject to the remaining terms and provisions of this Section 3(e), Tenant shall accept the Premises. Tenant's taking possession and acceptance of the Premises shall not constitute a waiver of: (i) any warranty with respect to workmanship (including installation of equipment) or material (exclusive of equipment provided directly by manufacturers), (ii) any non-compliance of Landlord's Work with applicable Legal Requirements, or (iii) any claim that Landlord's Work was not completed substantially in accordance with the Tl Construction Drawings (subject to Minor Variations and such other changes as are permitted hereunder) (collectively, a "**Construction Defect**"). Tenant shall have one year after Tl Substantial Completion within which to notify Landlord of any such Construction Defect discovered by Tenant, and Landlord shall use reasonable efforts to remedy or cause the responsible contractor to remedy any such Construction Defect within 30 days thereafter. Notwithstanding the foregoing, Landlord shall not be in default under the Lease if the applicable contractor, despite Landlord's reasonable efforts, fails to remedy such Construction Defect within such 30-day period, in which case Landlord shall continue to use reasonable efforts to cause such Construction Defect to be remedied.

Tenant shall be entitled to receive the benefit of all construction warranties and manufacturer's equipment warranties relating to equipment installed in the Premises. If requested by Tenant, Landlord shall attempt to obtain extended warranties from manufacturers and suppliers of such equipment, but the cost of any such extended warranties shall be borne solely out of the Tl Fund. Landlord shall promptly undertake and complete, or cause to be completed, all punch list items.

(f) **Commencement Date Delay**. Except as otherwise provided in the Lease, Delivery of the Premises shall occur when Landlord's Work has been Tl Substantially Completed, except to the extent that completion of Landlord's Work shall have been actually delayed by any one or more of the following causes ("**Tenant Delay**"):

(i) Tenant's Representative was not available to give or receive any Communication or to take any other action required to be taken by Tenant within the time period required hereunder;

(ii) Tenant's request for Change Requests (as defined in Section 4(a) below) whether or not any such Change Requests are actually performed;

(iii) Construction of any Change Requests;

(iv) Tenant's request for materials, finishes or installations requiring unusually long lead times;

(v) Tenant's delay in reviewing, revising or approving plans and specifications beyond the periods set forth herein;

(vi) Tenant's delay in providing information critical to the normal progression of Landlord's Work. Tenant shall provide such information as soon as reasonably possible, but in no event longer than one week after receipt of any request for such information from Landlord;

(vii) Tenant's delay in making payments to Landlord for Excess Tl Costs (as defined in Section 5 below);

(viii) Labor disharmony as a result of non-union labor employed by any contractor or subcontractor engaged by Tenant or any Tenant Party; or

(ix) Any other act or omission by Tenant or any Tenant Party (as defined in the Lease), or persons employed by any of such persons.

If Delivery is delayed for any of the foregoing reasons, then Landlord shall cause the Tl Architect to certify the date on which the Tenant Improvements would have been completed but for such Tenant Delay and such certified date shall be the date of Delivery.

4. **Changes**. Any changes requested by Tenant to the Tenant Improvements after the delivery and approval by Landlord of the Tl Design Drawings shall be requested and instituted in accordance with the provisions of this Section 4 and shall be subject to the written approval of Landlord and the Tl Architect, such approval not to be unreasonably withheld, conditioned or delayed.

(a) **Tenant's Request for Change**s. If Tenant shall request changes to the Tenant Improvements ("**Changes**"), Tenant shall request such Changes by notifying Landlord in writing in substantially the same form as the AIA standard change order form (a "**Change Request**"), which Change Request shall detail the nature and extent of any such Change. Such Change Request must be signed by Tenant's Representative. Landlord shall, before proceeding with any Change, use commercially reasonable efforts to respond to Tenant as soon as is reasonably possible with an estimate of: (i) the time it will take, and (ii) the architectural and engineering fees and costs that will be incurred, to analyze such Change Request (which costs shall be paid from the Tl Fund to the extent actually incurred, whether or not such change is implemented). Landlord shall thereafter submit to Tenant in writing, within 5 business days of receipt of the Change Request (or such longer period of time as is reasonably required depending on the extent of the Change Request), an analysis of the additional cost or savings involved, including, without limitation, architectural and engineering costs and the period of time, if any, that the Change will extend the date on which Landlord's Work will be Tl Substantially Complete. Any such delay in the completion of Landlord's Work caused by a Change, including any suspension of Landlord's Work while any such Change is being evaluated and/or designed, shall be Tenant Delay.

(b) **Implementation of Changes**. If Tenant: (i) approves in writing the cost or savings and the estimated extension in the time for completion of Landlord's Work, if any, and (ii) deposits with Landlord any Excess Tl Costs required in connection with such Change, Landlord shall cause the approved Change to be instituted. Notwithstanding any approval or disapproval by Tenant of any estimate of the delay caused by such proposed Change, the Tl Architect's good faith determination of the amount of Tenant Delay in connection with such Change shall be final and binding on Landlord and Tenant.

5. **Costs**.

(a) **Budget for Tenant Improvements**. Before the commencement of construction of the Tenant Improvements, Landlord shall obtain a detailed breakdown by trade of the costs incurred or that will be incurred in connection with the design and construction of the Tenant Improvements (the "**Budget**"). The Budget shall be based upon the Tl Construction Drawings approved by Tenant. If the Budget is greater than the Tl Allowance, the Tl Costs shall be funded on a *pari passu* basis as costs are incurred in accordance with Sections 5(e) and 5(f) below.

(b) **Tl Allowance**. Landlord shall make available for the payment of the Tl Costs a tenant improvement allowance (the "**Tl Allowance**") of $200.00 per rentable square foot of the Premises. Within 5 business days of receipt of the Budget from Landlord, Tenant shall notify Landlord in writing how much of the Tl Allowance Tenant has elected to receive from Landlord (the "**Tl Allowance Election**"); provided, however that if Tenant does not elect the full amount of the Tl Allowance in the Tl Allowance Election, Tenant may elect to have additional funds, not to exceed any positive amount remaining after subtraction of the amount elected in the Tl Allowance Election from the Tl Allowance, to be made available to pay for the Tenant Improvements as part of the Tl Allowance (if any, the "**Subsequent Tl Allowance Election**"), upon 10 business days' prior written notice to Landlord, which prior written notice of any Subsequent Tl Allowance Election shall be given, if at all, within 45 days of the date of Tenant's initial Tl Allowance Election. The Subsequent Tl Allowance Election and Tl Allowance Election (or if no Subsequent Tl Allowance Election is made within the time period required, the Tl Allowance Election itself) shall be final and binding on Tenant, and may not thereafter be modified without Landlord's consent, which may be granted or withheld in Landlord's sole and absolute subjective discretion. The Tl Allowance shall be disbursed in accordance with this Work Letter.

Tenant shall have no right to the use or benefit (including any reduction to or payment of Base Rent) of any portion of the Tl Allowance not required for the construction of (i) the Tenant Improvements described in the Tl Construction Drawings approved pursuant to Section 2(d) or (ii) any approved Changes pursuant to Section 4.

(c) **Test Fit Allowance.** In addition to the Tl Allowance, Landlord shall pay to Tenant's architect, following receipt of an invoice and any additional documentation reasonably requested by Landlord, up to $0.10 per rentable square foot of the Premises for actual costs incurred by Tenant for the preparation by Tenant's architect of the original test fit for the Tenant Improvements prepared by the Tl Architect and revisions to the original test fit.

(d) **Costs Includable in Tl Fund**. The Tl Fund (as defined in Section 5(e) below) shall be used solely for the payment of design, permits and construction costs in connection with the construction of the Tenant improvements, including, without limitation, the cost of electrical power and other utilities used in connection with the construction of the Tenant Improvements, the cost of preparing the Tl Design Drawings and the Tl Construction Drawings, all costs set forth in the Budget, including Landlord's out-ofpocket expenses, costs resulting from Tenant Delays and the cost of Changes (collectively, "**Tl Costs**"). Notwithstanding anything to the contrary contained herein, the Tl Fund shall not be used to purchase any furniture, personal property or other non-building system materials or equipment, including, but not limited to, Tenant's voice or data cabling, non-ducted biological safety cabinets and other scientific equipment not incorporated into the Tenant Improvements.

(e) **Excess Tl Costs.** Landlord shall have no obligation to bear any portion of the cost of any of the Tenant Improvements except to the extent of the Tl Allowance. If at any time the remaining Tl Costs under the then-current Budget exceed the remaining unexpended Tl Allowance (such excess sometimes referred to herein as "**Excess Tl Costs**"), each party's obligations for payment shall be as set forth in this Section 5(e) and in Section 5(f). The Tl Allowance and Excess Tl Costs are herein referred to as the "**Tl Fund**." As used in this Work Letter, "**Landlord's Portion**" shall equal the Tl Allowance. For purposes of this Work Letter, "**Landlord's Proportionate Share**" shall mean a fraction, the numerator of which shall be the Landlord's Portion and the denominator of which shall be the then-current Budget. If at any time Tl Costs under the then-current Budget exceed the Tl Allowance, the difference shall be referred to herein as "**Tenant's Portion**." For purposes of this Work Letter, "**Tenant's Proportionate Share**" shall mean a fraction, the numerator of which is Tenant's Portion and the denominator of which is the then- current Budget. Upon notice to Tenant, Landlord may equitably adjust Landlord's Proportionate Share and Tenant's Proportionate Share from time to time based on changes in the anticipated Tl Costs. After the end of each calendar month, beginning with the month in which Landlord obtains the Budget: (i) Landlord shall determine the Tl Costs incurred for the prior calendar month (and if applicable, for the period prior to Lease execution) (collectively, the "**Total Monthly Costs**"), (ii) Tenant shall reimburse Landlord within the time period set forth in Section 5(f) below for Tenant's Proportionate Share of Total Monthly Costs, and (iii) Landlord shall pay Landlord's Proportionate Share of Total Monthly Costs from the remaining amount of the Tl Allowance.

(f) **Funding Requisition; Reconciliation; Timely Payment.** Landlord shall submit to Tenant monthly during the performance of the Tenant Improvements a report (each, a "**Reimbursement Notice**") setting forth in reasonable detail: (i) a computation of the Tl Costs incurred during the prior calendar month, including without limitation costs relating to all requested Changes; (ii) the then-current cumulative Tl Costs; and (iii) Landlord's calculation of the parties' respective responsibilities for payment of such costs for such month (i.e., the estimated amounts of Tenant's Portion and/or Landlord's Portion due for such month). Each month, Landlord shall prepare a reconciliation of actual Tl Costs with Tl Costs in accordance with the Budget for which Tenant has advanced Tenant's Proportionate Share, and: (x) in the event of any overpayment by Tenant, then, solely to the extent of any Tenant's Proportionate Share that Tenant has actually deposited with Landlord, such overpayment shall be credited against the

amounts next due hereunder unless construction of the Tenant Improvements is completed, in which case such overpayment shall be promptly refunded to Tenant; and (y) in the event of an underpayment by Tenant, Tenant shall, as a condition precedent to Landlord's obligation to complete the Tenant Improvements, reimburse Landlord therefor within thirty (30) days of receipt of a Reimbursement Notice. Notwithstanding anything to the contrary set forth in this Section, Tenant shall be fully and solely liable for Tl Costs and the costs of Changes and Minor Variations in excess of the Tl Allowance. Reimbursement Notices may be sent during a calendar month for the prior calendar month and shall be submitted no later than the end of each calendar month for the prior calendar month. Upon final completion of the Tenant Improvements (including all Punch List Items), Landlord shall prepare a final reconciliation consisting of a reconciliation of the total costs of the Tenant Improvements. Tenant shall pay to Landlord the amount of Tenant's Proportionate Share of Total Monthly Costs as set forth in each Reimbursement Notice within thirty (30) days of receipt of each Reimbursement Notice (or such lesser period as may be required to enable Landlord to comply with the Massachusetts "Prompt Pay" legislation). Such payment by Tenant shall be a condition precedent to Landlord's obligation to complete the Tenant Improvements. If Tenant fails to pay Tenant's Proportionate Share of Total Monthly Costs as set forth in any Reimbursement Notice within such period, Landlord shall have all of the rights and remedies set forth in the Lease for nonpayment of Rent (including, but not limited to, the right to interest at the Default Rate and the right to assess a late charge, each in accordance with the terms of the Lease). For purposes of any claims made or litigation instituted with regard to Tenant's Portion or Tenant's Proportionate Share of Total Monthly Costs, such amounts shall constitute Rent under the Lease.

6. **Tenant Access**.

(a) **Tenant's Access Rights**. Landlord hereby agrees to permit Tenant access, at Tenant's sole risk and expense, to the Building (i) 25 days prior to the Commencement Date to perform any work ("**Tenant's Work**") required by Tenant (including, without limitation, installing furniture, fixtures, equipment and cabling in the Premises) other than Landlord's Work, provided that such Tenant's Work is coordinated with the Tl Architect and the Tenant Improvements Construction Manager, and complies with the Lease and all other reasonable restrictions and conditions Landlord may impose, and (ii) prior to the completion of Landlord's Work, to inspect and observe work in process; all such access shall be during normal business hours or at such other times as are reasonably designated by Landlord. Notwithstanding the foregoing, Tenant shall have no right to enter onto the Premises or the Project unless and until Tenant shall deliver to Landlord evidence reasonably satisfactory to Landlord demonstrating that any insurance reasonably required by Landlord in connection with such pre-commencement access (including, but not limited to, any insurance that Landlord may require pursuant to the Lease) is in full force and effect. Any entry and access by Tenant shall comply with all established safety practices of the Tenant Improvements Construction Manager and Landlord.

(b) **No Interference**. Neither Tenant nor any Tenant Party (as defined in the Lease) shall interfere with the performance of Landlord's Work or the work on the Non-TI Project Improvements, nor with any inspections or issuance of final approvals by applicable Governmental Authorities, and upon any such interference, Landlord shall have the right, in addition to other rights and remedies under the Work Letter or Lease, to exclude Tenant and/or any Tenant Party from the Premises and the Project until Tl Substantial Completion of Landlord's Work.

(c) **Labor Harmony**. Tenant agrees that any work performed by or on behalf of Tenant or any Tenant Party shall be performed in such manner and by such persons as shall maintain harmonious labor relations at the Project. If labor disharmony arises as a result of non-union labor employed by a subcontractor or other contractor engaged by Tenant or any Tenant Party, and such labor disharmony causes a delay in the construction of the Non-TI Project Improvements or Landlord's Work, such delay shall be a Tenant Delay under this Work Letter. If labor disharmony arises as a result of a contractor or subcontractor engaged by Tenant or any Tenant Party, or if Landlord reasonably believes that a contractor or subcontractor employed by Tenant or any Tenant Party will cause labor disharmony in the Project, Landlord shall have the right, in addition to other rights and remedies under the Work Letter or Lease, to exclude from the Premises and Project such contractor or subcontractor employed by Tenant or any Tenant Party.

(d) **No Acceptance of Premises**. The fact that Tenant may, with Landlord's consent, enter into the Project prior to the date Landlord's Work is Tl Substantially Complete for the purpose of performing Tenant's Work shall not be deemed an acceptance by Tenant of possession of the Premises, but in such event Tenant shall defend with counsel reasonably acceptable by Landlord, indemnify and hold Landlord harmless from and against any loss of or damage to Tenant's property, completed work, fixtures, equipment, materials or merchandise, and from liability for death of, or injury to, any person, caused by the act or omission of Tenant or any Tenant Party.

7. **Miscellaneous**.

(a) **Consents**. Whenever consent or approval of either party is required under this Work Letter, that party shall not unreasonably withhold, condition or delay such consent or approval, unless expressly set forth herein to the contrary.

(b) **Modification**. No modification, waiver or amendment of this Work Letter or of any of its conditions or provisions shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

(c) **Default**. Notwithstanding anything set forth herein or in the Lease to the contrary, Landlord shall not have any obligation to perform any work hereunder or to fund any portion of the Tl Fund during any period Tenant is in Default under the Lease.

List of Schedules attached to this Work Letter :

Schedule 1 (c)(iii) – List of Shell Core and Site Construction Documents
Schedule 2(c)(i) – Landlord/Tenant Responsibility Matrix
Schedule 2(c)(ii) – Tl Design Program
Schedule 2(d) – LEED/WELL Standards
Schedule 2(e) – Well Building Guidelines

Schedule 1(c)(iii)

List of Shell Core and Site Construction Documents

Lease Exhibit C. Schedule 1(c)(iii)
List of Shell Core and Site Construction Documents

ARE - 399 Binney Street Core & Shell **Project # C200416**
399 Binney Street, Cambridge, MA

Number	Rev	Title	Revision Date	Category
Title Sheet				
T-1	1	Title Sheet	9/30/2016	
Architectural Title Sheet				
G-C.G-T	1	Title Sheet	1/16/2017	Permit Set
Architectural				
A11-01	0	Enlarged Plans	9/16/2016	
G-C_G-1	1	Existing Conditions	1/16/2017	Permit Set
G-C_G-2	1	Site Preparation & Erosion Control	1/16/2017	Permit Set
G-C_G-3	1	Site Layout	1/16/2017	Permit Set
G-C_G-4	1	Site Utilities	1/16/2017	Permit Set
G-C_G-5	1	Site Grading	1/16/2017	Permit Set
G-C_G-6	1	Detail Sheet #l	1/16/2017	Permit Set
G-C_G-7	1	Detail Sheet #2	1/16/2017	Permit Set
G-C_G-N	1	Project Notes	1/16/2017	Permit Set
G00-00	0	Cover Sheet	9/22/2017	
G01-00	0	Code Compliance Data	3/31/2017	
G01-01	0	Code Compliance Plans	3/31/2017	
G01-02	0	Code Compliance Plans	3/31/2017	
G01-03	0	Code Compliance Plans	3/31/2017	
L-301	0	Landscape Details	3/31/2017	
A31-01	1	Exterior Wall Sections	12/2/2016	
A31-02	1	Exterior Wall Sections	12/2/2016	
A31-03	1	Exterior Wall Sections	12/2/2016	
A33-00	1	Exterior Window Types	11/11/2016	

Printed on: 11/6/2017 Page 1

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
A00-00	0	Architectural General Notes, Symbols and Abbreviations	3/31/2017	
A00-01	0	Typical Mounting Heights	3/31/2017	
A01-00	1	Building Perspectives	8/4/2017	
A01-01	1	Architectural Site Plan	8/4/2017	
A10-00	1	Level B Floor Plan	8/4/2017	
A10-01	0	Level 01 Floor Plan	3/31/2017	
A10-01a	0	Level 01 Top of Wall	3/31/2017	
A10-02	0	Level 02 Floor Plan	3/31/2017	
A10-03	0	Level 03 Floor Plan	3/31/2017	
A10-04	1	Level 04 Floor Plan	8/4/2017	
A10-05	1	Penthouse & Roof Plan	8/4/2017	
A12-00	0	Level B Reflected Ceiling Plan	3/31/2017	
A12-01	0	Level 01 Reflected Ceiling Plan	3/31/2017	
A12-02	0	Level 02 Reflected Ceiling Plan	3/31/2017	
A12-03	0	Level 03 Reflected Ceiling Plan	3/31/2017	
A12-04	0	Level 04 Reflected Ceiling Plan	3/31/2017	
A20-01	1	Exterior Elevations	8/4/2017	
A20-02	0	Exterior Elevations	8/4/2017	
A21-01	1	Building Sections	8/4/2017	
A30-01	0	Enlarged Curtain Wall Elevations, Plans & Sections	3/31/2017	
A30-02	0	Enlarged Curtain Wall Elevations, Plans & Sections	3/31/2017	
A30-03	1	Enlarged Curtain Wall Elevations, Plans & Sections	8/4/2017	
A30-04	0	Enlarged Curtain Wall Elevations, Plans & Sections	3/31/2017	
A30-05	0	Enlarged Curtain Wall Elevations, Plans & Sections	3/31/2017	
A30-06	0	Enlarged Curtain Wall Elevations, Plans & Sections	3/31/2017	
A30-07	0	Enlarged Curtain Wall Elevations, Plans & Sections	3/31/2017	
A30-08	1	Enlarged Curtain Wall Elevations, Plans & Sections	8/4/2017	
A30-09	1	Enlarged Curtain Wall Elevations, Plans & Sections	8/4/2017	
A30-10	1	Enlarged Curtain Wall Elevations, Plans & Sections	8/4/2017	
A30-11	1	Enlarged Penthouse Elevations	8/4/2017	
A30-12	1	Enlarged Penthouse Elevations	8/4/2017	
a31-00	1	Assemblies	8/4/2017	
A32-01	1	Exterior Envelope Details	8/4/2017	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
A32-02	0	Exterior Envelope Details	3/31/2017	
A32-03	1	Exterior Envelope Details	8/4/2017	
A32-04	1	Exterior Envelope Details	8/4/2017	
A32-05	0	Exterior Envelope Details	3/31/2017	
A32-06	1	Exterior Envelope Details	8/4/2017	
A41-01	0	Stairs ST1 - Plans & Sections	3/31/2017	
A41-02	0	Stairs ST2 & ST3 - Plans & Sections	3/31/2017	
A41-03	0	Stairs ST5 - Plans & Sections	3/31/2017	
A41-04	0	Stairs ST7 - Plans & Sections	3/31/2017	
A41-05	0	Miscellaneous Stairs - Plans & Sections	3/31/2017	
A42-01	0	Enlarged Elevator Sections	3/31/2017	
A42-02	1	Enlarged Elevator Plans	8/4/2017	
A42-20	0	Elevator Details	3/31/2017	
A45-00	1	Restroom & Shower Plans, Elevations and RCP	8/4/2017	
A46-00	0	Enlarged Lobby Plan & RCP	3/31/2017	
A46-01	0	Lobby Elevations	3/31/2017	
A51-00	0	Typical Ceiling Details	3/31/2017	
A52-00	0	Interior Details	3/31/2017	
A62-01	0	Interior Partition Type Schedule & Details	3/31/2017	
A62-02	0	Typical Partition and Door Details	3/31/2017	
A62-03	0	Door Schedule and Types	3/31/2017	
A64-01	0	Finish Legend and Schedule	3/31/2017	
A64-02	0	Floor Transition and Base Detail	3/31/2017	
Civil				
C-10	0	399 Binney Fencing and Erosion Control	9/16/2016	
C-11	0	399 Binney Detail Sheet 1	9/16/2016	
C-12	0	399 Binney Detail Sheet 2	9/16/2016	
C-13	0	399 Binney Detail Sheet 3	9/16/2016	
C-14	0	399 Binney Detail Sheet 4	9/16/2016	
C-15	0	399 Binney Detail Sheet 5	9/16/2016	
C-1A	1	Existing Conditions - South	9/30/2016	
C-1B	1	Existing Conditions - North	9/30/2016	
C-2A	0	Site Enabling Fencing & Erosion Control - South	9/16/2016	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
S003	0	Plan Notes & Legends	3/31/2017	
S100	1	Foundation Plan	8/1/2017	
S100A	2	Foundation Reinforcing Plan	9/19/2017	
S101	2	Ground Floor Framing Plan	9/19/2017	
S102	2	Second Floor Framing Plan	9/19/2017	
S103	2	Third Floor Framing Plan	9/19/2017	
S104	2	Fourth Floor Framing Plan	9/19/2017	
S105	2	MPH Framing Plan	9/19/2017	
S301	1	Lateral Frame Elevations I	11/11/2016	
S106	2	MPH Roof Framing Plan	9/19/2017	
S302	1	Lateral Frame Elevations II	11/11/2016	
S200	2	Column Schedule	9/19/2017	
S201	2	Lateral Frame Elevations I	9/19/2017	
S511	0	Typical Steel Details	9/19/2017	
S400	0	Typical Concrete Details I	3/31/2017	
S401	0	Typical Concrete Details II	3/31/2017	
S402	0	Typical Concrete Details III	3/31/2017	
S403	0	Typical Concrete Details IV	3/31/2017	
S404	0	Typical Concrete Details V	3/31/2017	
S405	0	Typical Masonry Details I	3/31/2017	
S406	0	Typical Masonry Details II	3/31/2017	
S500	0	Typical Steel Details I	3/31/2017	
S501	0	Typical Steel Details II	3/31/2017	
S502	0	Typical Steel Details III	3/31/2017	
S503	0	Typical Steel Details IV	3/31/2017	
S504	0	Typical Steel Details V	3/31/2017	
S505	0	Typical Steel Details VI	3/31/2017	
S506	0	Typical Steel Details VII	3/31/2017	
S507	0	Typical Steel Details VIII	3/31/2017	
S508	0	Typical Steel Details IX	3/31/2017	
S509	0	Typical Steel Details X	3/31/2017	
S510	1	Typical Steel Details XI	8/1/2017	
S600	0	Sections and Details I	3/31/2017	
S601	1	Sections and Details II	9/19/2017	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
S701	1	Existing Cinema Snow Shelf	8/1/2017	
Fire Alarm				
FA001	1	Fire Alarm Legend & Notes	11/11/2016	
FA-100	1	Fire Alarm Basement Level Floor Plan	11/11/2016	
FA-101	1	Fire Alarm Level 01 Floor Plan	11/11/2016	
FA-102	0	Fire Alarm Level 02 Floor Plan	11/11/2016	
FA-103	1	Fire Alarm Level 03 Floor Plan	11/11/2016	
FA-104	0	Fire Alarm Level 04 Floor Plan	11/11/2016	
FA-105	0	Fire Alarm Penthouse & Roof Plans	11/11/2016	
FA0-01	0	Fire Alarm Legend, Notes, & Details	3/31/2017	
FA1-00	0	Fire Alarm Basement Plan	3/31/2017	
FA1-01	0	Fire Alarm Level 01 Floor Plan	3/31/2017	
FA1-02	0	Fire Alarm Level 02 Floor Plan	3/31/2017	
FA1-03	0	Fire Alarm Level 03 Floor Plan	3/31/2017	
FA1-04	0	Fire Alarm Level 04 Floor Plan	3/31/2017	
FA1-05	0	Fire Alarm Penthouse & Roof Plans	3/31/2017	
FP0-01	0	Fire Protection Legend, Notes, & Details	3/31/2017	
FP1-00	0	Fire Protection Basement Level Floor Plan	3/31/2017	
FP1-01	0	Fire Protection Level 01 Floor Plan	3/31/2017	
FP1-02	0	Fire Protection Level 02 Floor Plan	3/31/2017	
FP1-03	0	Fire Protection Level 03 Floor Plan	3/31/2017	
FP1-04	0	Fire Protection Level 04 Floor Plan	3/31/2017	
Fire Protection				
FP001	1	Fire Protection Legend, Notes, & Details	11/11/2016	
FP-100	1	Fire Protection Basement Level Floor Plan	11/11/2016	
FP-101	1	Fire Protection Level 01 Floor Plan	11/11/2016	
FP-102	0	Fire Protection Level 02 Floor Plan	11/11/2016	
FP-103	1	Fire Protection Level 03 Floor Plan	11/11/2016	
FP-104	0	Fire Protection Level 04 Floor Plan	11/11/2016	
Plumbing				
P001	0	Plumbing Riser Diagrams	9/16/2016	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
P0-01	0	Plumbing Riser Diagrams	3/31/2017	
P0-02	0	Plumbing Schedules	3/31/2017	
P0-03	0	Plumbing Diagrams	3/31/2017	
P0-04	0	Plumbing Water Riser Diagrams	3/31/2017	
P0-05	0	Plumbing Sanitary / Lab Waste Riser Diagrams	3/31/2017	
P0-06	1	Plumbing Natural Gas. Vacuum & Compressed Air Riser Diagrams	7/28/2017	
P1-00	0	Plumbing Basement Floor Plan	3/31/2017	
P1-00U	0	Plumbing Basement Underslab Plan	3/31/2017	
P1-01	1	Plumbing Level 01 Floor Plan	7/28/2017	
P1-02	1	Plumbing Level 02 Floor Plan	7/28/2017	
P1-03	1	Plumbing Level 03 Floor Plan	7/28/2017	
P1-04	1	Plumbing Level 04 Floor Plan	7/28/2017	
P1-05	1	Plumbing Penthouse & Roof Plans	7/28/2017	
P3-00	0	Plumbing Enlarged Plans	3/31/2017	
P3-01	0	Plumbing Enlarged Plans	3/31/2017	
HVAC				
M-106	0	HVAC Water Risers Diagrams	9/16/2016	
M-107	0	HVAC Air Riser Diagrams	9/16/2016	
M-108	0	HVAC Chilled Water and Condenser Water Piping Schematics	9/16/2016	
M-109	0	HVAC Hot Water Piping Schematic	9/16/2016	
M-110	0	HVAC AHU Heat Recovery Loop Schematic	9/16/2016	
H001	0	HVAC Legend & General Notes	9/16/2016	
H002	0	HVAC Schedules (1 of 2)	9/16/2016	
H003	0	HVAC Schedules (2 of 2)	9/16/2016	
H004	0	HVAC Details (1 of 3)	9/16/2016	
H005	0	HVAC Details (2 of 3)	9/16/2016	
H006	0	HVAC Details (3 of 3)	9/16/2016	
H-100	2	HVAC Basement Level Floor Plan	12/5/2016	
H-101	2	HVAC Level 1 Floor Plan	12/5/2016	
H-102	2	HVAC Level 2 Floor Plan	12/5/2016	
M-102	0	HVAC Level 2 Floor Plan	9/16/2016	
H-103	2	HVAC Level 3 Floor Plan	12/5/2016	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
H-104	2	HVAC Level 4 Floor Plan	12/5/2016	
M-104	0	HVAC Level 4 Floor Plan	9/16/2016	
H-105	2	HVAC Penthouse / Roof Level Plan	12/5/2016	
M-105	0	HVAC Penthouse / Roof Level Plan	9/16/2016	
H-206	1	HVAC Garage Generator Plan	12/5/2016	
H-207	0	HVAC Enlarged Penthouse Plan	12/5/2016	
HD-01	0	HVAC legend & General Notes	3/31/2017	
HD-02	0	HVAC Schedules (1 of 5)	3/31/2017	
HD-03	0	HVAC Schedules (2 of 5)	3/31/2017	
HD-04	0	HVAC Details (1 of 5)	3/31/2017	
HD-05	0	HVAC Details (2 of 5)	3/31/2017	
HD-06	0	HVAC Details (3 of 5)	3/31/2017	
HD-07	0	HVAC Details (4 of 5)	3/31/2017	
HD-08	0	HVAC Details (5 of 5)	3/31/2017	
HD-09	0	HVAC Custom AHU\ERU Details	3/31/2017	
HD-10	0	HVAC Water Riser Diagram	3/31/2017	
HD-11	0	HVAC Air Riser Diagram	3/31/2017	
HD-12	0	HVAC Chilled Water and Condenser Water Piping Schematic	3/31/2017	
HD-13	0	HVAC Hot Water Recovery Loop Schematic	3/31/2017	
HD-14	0	HVAC AHU Heat Recovery Loop Schematic	3/31/2017	
H1-00	0	HVAC Basement Level Floor Plan	3/31/2017	
H1-01	0	HVAC Level 1 Floor Plan	3/31/2017	
H1-02	0	HVAC Level 2 Floor Plan	3/31/2017	
H1-03	0	HVAC Level 3 Floor Plan	3/31/2017	
H1-04	0	HVAC Level 4 Floor Plan	3/31/2017	
H1-05	0	HVAC Level 5 Floor Plan	3/31/2017	
H2-DD	0	HVAC Penthouse/Roof Level Plan	3/31/2017	
H3-01	0	HVAC Part Plans 1 of 2	3/31/2017	
H3-02	0	HVAC Part Plans 2 of 2	3/31/2017	
Electrical				
E002	1	Garage Electrical Riser Diagram	12/22/2016	
E003	1	Electrical Site Enabling Schedules	12/22/2016	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
E-200	1	Garage Ground Level Power Plan	9/30/2016	
G-E.G-001	0	Electrical Legend and Notes	1/16/2017	Permit Set
G-E.G-002	0	Electrical Riser Diagram & Specifications	1/16/2017	Permit Set
G-E.G-200	0	Electrical Garage Ground Level Plan	1/16/2017	Permit Set
G-Q100	0	Ground Level Demolition Plan	1/16/2017	Permit Set
G-Q101	0	Ground Level Conceptual Striping Plan	1/16/2017	Permit Set
G-Q102	0	Ground Level Parcs Location Plan	1/16/2017	Permit Set
G-Q401	0	Parcs Details	1/16/2017	Permit Set
G-Q402	0	Parcs Details	1/16/2017	Permit Set
E-001	2	Electrical Legend & Notes	11/11/2016	
E-002	3	Electrical Site Plan	12/2/2016	
E-003	0	Electrical Riser Diagram	11/11/2016	
E001	0	Site Electrical Legends and Notes	12/22/2016	
E100	0	Electrical Site Plan	12/22/2016	
E-100	0	Electrical Lighting and Power Basement Plan	11/11/2016	
E200	0	Electrical Garage Ground Level Plan	12/22/2016	
E-101	0	Electrical Lighting and Power Level 01 Floor Plan	11/11/2016	
E-102	0	Electrical Lighting and Power Level 02 Floor Plan	11/11/2016	
E-103	0	Electrical Lighting and Power Level 03 Floor Plan	11/11/2016	
E-104	0	Electrical Lighting and Power Level 04 Floor Plan	11/11/2016	
E-105	0	Electrical Lighting and Power Penthouse & Roof Plans	11/11/2016	
ES-1	0	Emergency Generator Layout	11/11/2016	
E0-01	0	Electrical Legend and Notes	3/31/2017	
E0-02	0	Electrical Site Plan	3/31/.2017	
E0-03	1	Electrical Riser Diagram	7/28/2017	
E0-04	1	Electrical Schedule	7/28/2017	
E0-05	1	Electrical Schedules	7/28/2017	
E0-06	1	Electrical Details	7/28/2017	
E0-07	1	Electrical Details	7/28/2017	
E0-08	1	Electrical Vault Part Plans and Details	7/28/2017	
E0-09	0	Electrical Telecom Grounding Riser	3/31/2017	
E1-00A	1	Electrical Lighting Basement Plan	7/28/2017	
El-00B	1	Electrical Power Basement Plan	7/28/2017	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
E1-01	1	Electrical Lighting and Power Level 01 Floor Plan	7/28/2017	
E1-02	1	Electrical Lighting and Power Level 02 Floor Plan	7/28/2017	
E1-03	1	Electrical Lighting and Power Level 03 Floor Plan	7/28/2017	
E1-04a	1	Electrical Lighting Level 04 Floor Plan	7/28/2017	
E1-04b	1	Electrical Power Level 04 Floor Plan	7/28/2017	
E1-05	1	Electrical Lighting and Power Penthouse and Roof Plan	7/28/2017	
Division 0 - Specs				
001	0	MEPFP Basis of Design	9/16/2016	
002	0	City of Cambridge Construction and Operating Procedures	9/16/2016	
AS-L1	2	Arbor Study L1	1/19/2017	
AS-L2	2	Arbor Study L2	1/19/2017	
AS-L3	2	Arbor Study L3	1/19/2017	
AS-L4	2	Arbor Study L4	1/19/2017	
Garage - 01010	0	Summary of Work	1/16/2017	
Garage - 01105	0	Rodent Control	1/16/2017	
Garage - 01200	0	General Requirements for Utility Work	1/16/2017	
Garage - 01300	0	Submittals	1/16/2017	
Garage - 013529	0	Environmental Health and Safety	1/16/2017	
Garage - 01400	0	Quality Control	1/16/2017	
Garage - 01500	0	Temporary Facilities and Controls	1/16/2017	
Garage - 01550	0	Temporary Environmental Controls	1/16/2017	
Garage - 01568	0	Erosion and Sediment Control	1/16/2017	
Garage - 01570	0	Maintenance and Protection of Traffic	1/16/2017	
Garage - 01630	0	Restoration of Grounds and Cleaning Up	1/16/2017	
Garage - 02100	0	Site Preparation and Tree Pruning	1/16/2017	
Garage - 02140	0	Construction Dewatering	1/16/2017	
Garage - 02160	0	Temporary Excavation Support Systems	1/16/2017	
Garage - 02210	0	Excavation and Backfilling (For Site Work and Utilities)	1/16/2017	
Garage - 02252	0	Manholes	1/16/2017	
Garage - 023000	0	Subsurface Data	1/16/2017	
Garage - 02604	0	Catch Basins	1/16/2017	
Garage - 02609	0	Reinforced Concrete Pipe	1/16/2017	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
Garage - 026113	0	Excavated Soil and Materials Management Plan (Table 1, Figure 1, Figure 2)	1/16/2017	
Garage - 02615	0	Ductile Iron Pipes for Sanitary and Stormdrain	1/16/2017	
Garage - 02622	0	Polyvinyl Chloride Pipe	1/16/2017	
Garage - 02630	0	Ductile Iron Pipe and Fittings	1/16/2017	
Garage - 02645	0	Hydrants	1/16/2017	
Garage - 02704	0	Pipeline Pressure and Leakage Testing	1/16/2017	
Garage - 099120	0	Pavement Markings	1/16/2017	
Garage - 111239	0	Cashiered Parking Accessories and Revenue Control System (PARCS) & Bid Table for PARCS	1/16/2017	
Garage - MA DOT 1	0	Hot Mix Asphalt Base Course/Hot Mix Asphalt	1/16/2017	
Garage - MA DOT 2	0	Sawing Asphalt Pavement/Sawing Cement Concrete	1/16/2017	
Garage - MA DOT 3	0	Curb Removed and Reset	1/16/2017	
Garage - MA DOT 4	0	Silt Sack	1/16/2017	
H&A 013529	0	Environmental Health & Safety	12/2/2016	
H&A 023000	0	Subsurface Data	12/2/2016	
H&A 026113	1	Excavated Soil and Materials Management Plan	12/14/2016	
H&A 310913	0	Geotechnical Instrumentation	12/2/2016	
H&A 312300	0	Excavation and Backfilling	12/2/2016	
H&A 312319	0	Construction Dewatering	12/2/2016	
H&A 315000	0	Lateral Support of Excavation	12/2/2016	
L-1	0	399 Binney Landscape Plan	9/16/2016	
MA DOT 01501	1	Police Services	9/30/2016	
MA DOT 02700	1	Hot Mix Asphalt Base Course, Hot Mix Asphalt	9/30/2016	
MA DOT 02701	1	Sawing Asphalt Pavement, Sawing Cement Concrete	9/30/2016	
MA DOT 02725	1	Curb Remove and Reset	9/30/2016	
Q-100	1	Garage Ground Level Demolition Plan	9/30/2016	
Q-10l	1	Garage Ground Level Striping Plan	9/30/2016	
Q-102	1	Garage Ground Level PARCS Location Plan	9/30/2016	
Q-401	1	Garage PARCS Details 1	9/30/2016	
Q-402	1	Garage PARCS Details 2	9/30/2016	
Section 026113	0	Excavated Soil and Materials Management Plan	12/14/2016	
Spec Appendix A	0	Historical Building Scans	9/30/2016	
Spec Appendix B	0	Cambridge Water Department Standards	9/30/2016	
SPEC SECTION 00 10 01	0	Electronic File Transfer Agreement	3/31/2017	Specification

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
SPEC SECTION 01 33 00	0	Submittal Procedures	3/31/2017	Specification
SPEC SECTION 01 35 29	0	Health and Safety	3/31/2017	Specification
SPEC SECTION 01 43 00	0	Mockups	3/31/2017	Specification
SPEC SECTION 01 74 19	0	Construction Waste Management	3/31/2017	Specification
SPEC SECTION 01 77 00	0	Closeout Procedures	3/31/2017	Specification
SPEC SECTION 01 81 13.13	0	Sustainable Design Requirements - LEED For Core and Shell	3/31/2017	Specification
SPEC SECTION 01 81 13.24	0	Material Verification Form	3/31/2017	Specification
SPEC SECTION 01 81 19	0	Construction Indoor Air Quality Management	3/31/2017	Specification
Spec Section 01010	1	Summary of Work	9/30/2016	
Spec Section 01040	1	Project Coordination	9/30/2016	
Spec Section 01060	1	Permits and Regulatory Requirements	9/30/2016	
Spec Section 01105	1	Rodent Control	9/30/2016	
Spec Section 01108	1	Health and Safety Procedures	9/30/2016	
Spec Section 01200	1	General Requirements For Utility Work	9/30/2016	
Spec Section 01300	1	Submittals	9/30/2016	
Spec Section 01390	0	Pre Construction Survey	9/16/2016	
Spec Section 01500	0	Temporary Facilities and Controls	9/30/2016	
Spec Section 01505	1	Construction Waste Management	9/30/2016	
Spec Section 01560	1	Temporary Environmental Controls	9/30/2016	
Spec Section 01568	1	Erosion Control, Sedimentation and Containment of Construction Materials	9/30/2016	
Spec Section 01570	1	Maintenance and Protection of Traffic	9/30/2016	
SPEC SECTION 02 30 00	0	Subsurface Data	3/31/2017	Specification
SPEC SECTION 02 61 13	0	Excavated Soil and Materials Management Plan	3/31/2017	Specification
Spec Section 02015	0	Geotechnical instrumentation and Monitoring	9/16/2016	
Spec Section 02060	1	Demolition	9/16/2016	
Spec Section 02160	1	Temporary Excavation Support Systems	9/16/2016	
Spec Section 02252	1	Manholes	9/16/2016	
Spec Section 02270	0	Silt Sack	9/16/2016	
Spec Section 02431	1	Catchbasins	9/30/2016	
Spec Section 02609	0	Reinforced Concrete Pipe	9/16/2016	
SPEC SECTION 03 30 00	0	Cast-in-Place Concrete	3/31/2017	Specification
SPEC SECTION 03 60 00	0	Grout	3/31/2017	Specification
SPEC SECTION 04 20 00	0	Unit Masonry	3/31/2017	Specification
SPEC SECTION 04 23 00	0	Reinforced Unit Masonry	3/31/2017	Specification
SPEC SECTION 04 42 00	0	Exterior Stone Cladding	3/31/2017	Specification
SPEC SECTION 04 42 13	0	Exterior Stone Bases	3/31/2017	Specification
SPEC SECTION 05 12 00	0	Structural Steel	3/31/2017	Specification
SPEC SECTION 05 30 00	0	Metal Decking	3/31/2017	Specification
SPEC SECTION 05 40 00	0	Cold-Formed Metal Framing	3/31/2017	Specification
SPEC SECTION 05 50 00	0	Metal Fabrications	3/31/2017	Specification

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
SPEC SECTION 05 51 00	0	Metal Stairs	3/31/2017	Specification
SPEC SECTION 05 73 00	0	Decorative Metal Railings	3/31/2017	Specification
SPEC SECTION 05 75 00	0	Decorative Formed Metal	3/31/2017	Specification
SPEC SECTION 06 10 53	0	Miscellaneous Rough Carpentry	3/31/2017	Specification
SPEC SECTION 06 16 00	0	Sheathing	3/31/2017	Specification
SPEC SECTION 06 20 13	0	Exterior Finish Carpentry	3/31/2017	Specification
SPEC SECTION 06 41 16	0	Architectural Woodwork	3/31/2017	Specification
SPEC SECTION 07 13 26	0	Self-Adhering Sheet Waterproofing	3/31/2017	Specification
SPEC SECTION 07 16 16	0	Crystalline Waterproofing	3/31/2017	Specification
SPEC SECTION 07 21 00	0	Thermal Insulation	3/31/2017	Specification
SPEC SECTION 07 27 26	0	Fluid-Applied Membrane Air Barriers	3/31/2017	Specification
SPEC SECTION 07 42 23	0	Composite Wood Ceiling Panels	3/31/2017	Specification
SPEC SECTION 07 42 33	0	Phenolic Wall Panels	3/31/2017	Specification
SPEC SECTION 07 42 41	0	Composite Framing Support (CFS) Clip System	3/31/2017	Specification
SPEC SECTION 07 42 43	0	Composite Metal Panels	3/31/2017	Specification
SPEC SECTION 07 53 23	0	EPDM Roofing	3/31/2017	Specification
SPEC SECTION 07 55 63	0	Vegetated Protected Membrane Roofing	3/31/2017	Specification
SPEC SECTION 07 62 00	0	Sheet Metal Flashing And Trim	3/31/2017	Specification
SPEC SECTION 07 71 00	0	Roof Specialties	3/31/2017	Specification
SPEC SECTION 07 81 00	0	Applied Fireproofing	3/31/2017	Specification
SPEC SECTION 07 84 13	0	Penetration Firestopping	3/31/2017	Specification
SPEC SECTION 07 84 46	0	Fire-Resistive Joint Systems	3/31/2017	Specification
SPEC SECTION 07 92 00	0	Joint Sealants	3/31/2017	Specification
SPEC SECTION 07 95 00	0	Expansion Control	3/31/2017	Specification
SPEC SECTION 08 11 13	0	Hollow Metal Doors and Frames	3/31/2017	Specification
SPEC SECTION 08 31 13	0	Access Doors and Frames	3/31/2017	Specification
SPEC SECTION 08 36 13	0	Sectional Doors	3/31/2017	Specification

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

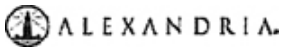
Number	Rev	Title	Revision Date	Category
SPEC SECTION 08 42 33	0	Revolving Door Entrances	3/31/2017	Specification
SPEC SECTION 08 44 13	0	Glazed Aluminum Curtain Walls	3/31/2017	Specification
SPEC SECTION 08 71 00	0	Door Hardware	3/31/2017	Specification
SPEC SECTION 08 80 00	0	Glazing	3/31/2017	Specification
SPEC SECTION 08 91 19	0	Fixed Louvers	3/31/2017	Specification
SPEC SECTION 09 21 16 23	0	Gypsum Board Shaft Wall Assemblies	3/31/2017	Specification
SPEC SECTION 09 22 16	0	Non-Structural Metal Framing	3/31/2017	Specification
SPEC SECTION 09 29 00	0	Gypsum Board	3/31/2017	Specification
SPEC SECTION 09 30 00	0	Tiling	3/31/2017	Specification
SPEC SECTION 09 51 23	0	Acoustical Tile Ceilings	3/31/2017	Specification
SPEC SECTION 09 65 13	0	Resilient Base and Accessories	3/31/2017	Specification
SPEC SECTION 09 67 23	0	Resinous Flooring	3/31/2017	Specification
SPEC SECTION 09 91 23	0	Interior Painting	3/31/2017	Specification
SPEC SECTION 09 96 00	0	High-Performance Coatings	3/31/2017	Specification
Spec Section 099120	1	Pavement Markings	9/30/2016	
SPEC SECTION 10 21 13	0	Toilet Compartments	3/31/2017	Specification
Spec Section 111239	1	Cashiered Parking Access and Revenue Control System (PARCS)	9/30/2016	
SPEC SECTION 12 48 16	0	Entrance Floor Grilles	3/31/2017	Specification
SPEC SECTION 14 21 00	0	Electric Traction Elevators	3/31/2017	Specification
SPEC SECTION 21 00 00	0	Fire Protection	3/31/2017	Specification
SPEC SECTION 22 00 00	0	Plumbing	3/31/2017	Specification
SPEC SECTION 23 00 00	0	Heating Ventilation and Air Conditioning	3/31/2017	Specification
SPEC SECTION 26 00 00	0	Electrical	3/31/2017	Specification
Spec Section 260000	1	Electrical	9/30/2016	
SPEC SECTION 28 31 00	0	Fire Alarm	3/31/2017	Specification
SPEC SECTION 31 09 13	0	Geotechnical instrumentation	3/31/2017	Specification
SPEC SECTION 31 23 00	0	Excavation and Backfill	3/31/2017	Specification
SPEC SECTION 31 23 19	0	Construction Dewatering	3/31/2017	Specification
SPEC SECTION 31 50 00	0	Support of Excavation (SOE)	3/31/2017	Specification
Spec Section 310516	0	Aggregate	9/16/2016	
Spec Section 312316	0	Excavation	9/16/2016	
Spec Section 312317	0	Trenching	9/16/2016	
Spec Section 312323	0	Backfill	9/16/2016	

Current Drawing List (Exhibit B)
Summary Log. Grouped by Discipline (Rec'd Date)

Number	Rev	Title	Revision Date	Category
Spec Section 312500	0	Erosion and Sedimentation Controls	9/16/2016	
Spec Section 321216	0	Asphalt Paving	9/16/2016	
Spec Section 321640	0	Curbing	9/16/2016	
Spec Section 321716	0	Bollards, Signs and Manufactured Traffic-Calming Devices	9/16/2016	
Spec Section 330513	0	Adjust Castings	9/16/2016	
Spec Section 331000	0	Site Water Connection	9/16/2016	
L-100	1	Landscape Materials Plan	9/22/2017	
L-200	1	Landscape Planting Plan	9/22/2017	
L-201	0	Landscape Planting Plan - Garage	9/22/2017	
L-300	1	Landscape Layout Plan	9/22/2017	
L-400	0	Landscape Grading Details	9/22/2017	
L-500	0	Landscape Details	9/22/2017	
L-501	0	Landscape Details	9/22/2017	
L-502	0	Landscape Details	9/22/2017	
L1-100	0	Irrigation System Layout Plan	9/22/2017	
L1-200	0	Irrigation System Details	9/22/2017	

Schedule 2(c)(i)

Landlord/Tenant Responsibility Matrix



399 Binney Street • Cambridge, MA
Landlord/Tenant Scope Allocation Matrix
Page 1 of 9
November 1, 2017

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
SITEWORK			
Perimeter sidewalks, street curbs and trees.	X		
Landscaping and hardscaping.	X		
Domestic sanitary sewer connection to street.	X		
Roof storm drainage to storm water connection in street.	X		
Domestic water service to Building.	X		
Fire protection water service to Building.	X		
Lab waste connection to base building pH neutralization system.	X		
Eversource primary and secondary electrical service.	X		
Eversource gas service.	X		
Telephone service to main demarcation room from local exchange carrier.	X		
Base building identity features, signage, lighting.	X		
CODE COMPLIANCE			
Building construction in accordance with requirements of Massachusetts State Building Code. 8th edition.	X		
Tenant improvement construction in accordance with requirements of current Massachusetts Building Code at time of permit application.		X	
LEED & WELL			
Building Core and Shell is pursuing LEED GOLD certification.	X		
Optional LEED certification for Tenant Fit-Out		X	
Building Core and Shell is pursuing WELL building compliance by Landlord. Optional WELL Building certification of Interiors by Tenant.	X	X	
STRUCTURE			
Structural steel and concrete composite floor structure with a live load capacity of 100 psf.	X		
Structural enhancements for specific Tenant load requirements.		X	
Floor to floor heights as follows: • Basement 19’ 0** • 1st floor through 3rd floor. 11’0” • 4th floor Mechanical Space only	X		
Structural framing dunnage above roof for Base Building equipment.	X		
Structural framing dunnage above roof for Tenant equipment (subject to Landlord review and approval).		X	
Framed openings for Base Building utility MEPFp risers.	X		
Allocation of space within the Base Building HVAC shafts and pipe riser zones for limited Tenant required MEPFp risers. MEPFp risers to be Tenant provided.	X		

399 Binney Street • Cambridge, MA
Landlord/Tenant Scope Allocation Matrix
Page 2 of 9
November 1, 2017

ALEXANDRIA.

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
Framed openings and shaft enclosures for Tenant utility risers in excess of openings provided under the Base Building design.		X	
Miscellaneous metals items and/or concrete pads for Base Building equipment	X		
Miscellaneous metals items and/or concrete pads for Tenant equipment.		X	
Spray fireproofing of core and shell lab-ready structural modifications.	X		
Spray fireproofing of tenant required structural modifications.		X	
ROOFING			
Single ply EPDM roofing system with rigid insulation.	X		
Green roof.	X		
Roofing penetrations for base building equipment/systems.	X		
Roofing penetrations for Tenant equipment/systems.			X
Walkway pads to Base Building equipment	X		
Walkway pads to Tenant equipment.			X
Roofing alterations due to Tenant changes.			X
EXTERIOR			
Building exterior consisting of glazed curtainwall, phenolic panel rainscreen, metal panels and punched windows meeting Energy Code requirements.	X		
Main Building entrances.	X		
Loading dock with loading dock elevator.	X		
Screening of Base Building rooftop equipment	X		
Screening of Tenant rooftop equipment (space available within base building screening).	X		
Louvers for base building equipment	X		
Louvers for Tenant equipment		X	
Modifications to the core and shell exterior facade elements, built in accordance with the Building Design and City requirements as a result of tenant modifications.		X	
Directional site signage**.**	X		
Exterior Tenant signage (subject to Landlord approval).		X	
COMMON AREAS			
ADA accessibility throughout common areas.	X		
First floor entrance and elevator lobby with finishes.	X		
Elevator lobby finishes on floors 2 and 3**.**		X	
Interior drywall surfaces in core areas to receive one coat of primer and one coat of latex eggshell paint. Interior hollow-metal surfaces to receive one coat of primer and two coats of semi-gloss enamel.	X		
Finished toilet rooms for core areas.	X		

399 Binney Street • Cambridge, MA
Landlord/Tenant Scope Allocation Matrix
Page 3 of 9
November 1, 2017

ALEXANDRIA.

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
Building janitor, electrical and telephone closets with finished interiors.	X		
Exit stairways with concrete filled metal pan construction**,** tread and landing finished concrete, painted drywall or masonry walls, painted steel railings.	X		
Loading dock with one truck bay, recycling center, one service elevator and one roll-up door. No dock leveler.	X		
Finished mechanical rooms for base building equipment.	X		
Doors and frames at common areas.	X		
Doors, frames, and hardware within Tenant premises.		X	
Interior common area directional and code compliant signage.	X		
Core closets with designated areas for Tenant risers.	X		
Modifications to core closets to accommodate Tenant risers.		X	
Any modifications to common areas to be approved by Landlord.		X	
WINDOW TREATMENT			
Building standard window treatment at all windows in common areas.	X		
Building standard window treatment at all windows in tenant areas.		X	
TENANT AREAS			
Drywall and associated finishes at inside face of exterior walls.		X	
Finishes at interior columns within Tenant spaces.		X	
Tenant interior signage.		X	
5/8” drywall, taped and primed only at core and shell partitions exposed within Tenant premises.	X		
Finishes at inside face at Tenant side of core partitions.		X	
Toilet rooms within Tenant premises in addition to those provided by base building.		X	
Electrical closets within Tenant premises.		X	
Tel/data rooms for interconnection with Tenant tel/data.		X	
Tenant kitchen areas.		X	
Modifications to core areas to accommodate Tenant requirements.			X
Tenant partitions, ceilings, flooring, painting, finishes, doors, frames, hardware, millwork, casework, equipment, and buildout.		X	
Tenant fixed or movable casework.		X	
Tenant laboratory equipment including but not limited to biosafety cabinets, autoclaves, glasswashers.		X	
Tenant chemical fume hoods, bench fume hood.		X	

ALEXANDRIA.

399 Binney Street • Cambridge, MA
Landlord/Tenant Scope Allocation Matrix
Page 4 of 9
November 1, 2017

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
Finishes at corridors on floors with multiple Tenants within redeveloped space.	X		
All non-MEPFp requirements for Tenant High Hazard room requirements.		X	
Shaft enclosures for base building systems' risers.	X		
Shaft enclosures for Tenant risers (in addition to risers put in place for tenant use).			X
Access to and repair of shaft enclosures at core and shell as a result of tenant improvements.		X	
ELEVATORS			
Passenger elevator #1—3,500 pound capacity with quality cab finishes serving levels B-3.	X		
Passenger elevator #2—4,000 pound capacity with quality cab finishes serving level B-PH.	X		
One service elevator with a 4,000 pound capacity serving levels B-3.	X		
FIRE PROTECTION			
Sprinkler service entrance including fire department connection, backflow protection, fire pump, alarm check valve and standpipes in each stair.	X		
Typical floor fire protection loop, branch piping and sprinkler heads as required by code and Owners Insurance Underwriter.	X		
Ordinary Hazard Group II fire protection distribution piping and upturned heads in future tenant premises.	X		
Modification of the existing fire protection system distribution, head orientation and head density as a result of tenant requirements and hazard index.		X	
Specialized extinguishing systems or containment for tenant program areas.		X	
Pre-action dry-pipe systems.		X	
Fire extinguisher cabinets at core areas.	X		
Fire extinguisher cabinets in Tenant Premises.		X	
PLUMBING			
Domestic water service with backflow prevention and booster pump tied to base building risers for core and shell requirements with V&C connection points for Tenant connection on each floor.	X		
Distribution of cold potable water for tenant needs from V&C connection points provided on each floor.		X	
Hot water generation for core restrooms.	X		
Generation and distribution of hot potable water for tenant needs on each floor.		X	

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
Core restroom plumbing fixtures compliant with accessibility requirements and anticipated lab/office occupancy of 1 person/350sf.	X		
Tenant restroom plumbing fixtures compliant with accessibility requirements (in addition to those provided by the Base Building).		X	
Non-potable cold water riser distributed to a V&C connection for Tenant needs on each floor.	X		
Generation and vertical distribution of non-potable hot water through a looped riser to V&C connections at each floor.	X		
Distribution of cold and hot non-potable water for tenant needs from V&C connection points provided at each floor.		X	
Wall hydrants in core areas (where required by code).	X		
Sanitary waste and vent risers for core and shell requirements and future tenant tie-ins on each floor.	X		
Sanitary waste and vent distribution for Tenant requirements.		X	
Storm drainage system.	X		
Base building pH neutralization system connected to lab waste and vent riser system with stub-outs at each floor level for tenant connection.	X		
Tenant lab waste and vent pipe distribution.		X	
Generation and vertical distribution of tempered water through a looped riser to V&C connections on each floor.	X		
Distribution of tempered water for tenant needs from V&C connection points provided on floors.		X	
Generation and vertical distribution of lab-ready compressed air through a riser to V&C connections at	X		
Distribution of lab-ready compressed air for tenant needs from V&C connection points provided on floors.		X	
Generation and vertical distribution of lab-ready vacuum through a riser to V&C connections at each floor.	X		
Distribution of lab-ready vacuum for tenant needs from V&C connection points provided on floors.		X	
Generation and vertical distribution of lab-ready RODI through a looped riser to V&C connections at each floor.	X		
Distribution of lab-ready RODI for tenant needs from V&C connection points provided on floors.		X	
Specialty gas manifolds, piping, and other requirements including cylinders, not specifically mentioned above.		X	
Provisions for tenant metering and sub-metering at Tenant connection.	X		
Providing Tenant metering and sub-metering at Tenant connection.		X	
Shutdown/start-up costs as a result of Tenant tie-in to base building systems.		X	

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
NATURAL GAS			
Natural gas service to building and piping to base building natural gas requirements.	X		
Natural gas service, pressure regulator and meter for Tenant equipment.		X	
Natural gas piping from Tenant meter to Tenant premises or Tenant equipment area.		X	
Natural gas pipe distribution within Tenant premises.		X	
Natural gas pressure regulator vent pipe riser from valve location through roof.		X	
HEATING, VENTILATION, AIR CONDITIONING			
HVAC system design based on 60% Lab/40% Office allocation for basement through 3rd floor.	X		
Chiller plant (with cooling tower) to support air side building capacity including water cooled chiller and cooling towers	X		
Chilled water pipe risers to V&C connections on reach floor for Tenant use.	X		
Chilled water distribution to Tenant requirements		X	
Condenser water risers to V&C connections on each floor for Tenant use	X		
Condenser water distribution to Tenant requirements		X	
Supplemental cooling for Tenant specific systems		X	
Cental gas fired boiler plant	X		
Hot water risers to V&C connections on each floor for Tenant use	X		
Hot water distribution to Tenant requirements		X	
Fan coil units within Tenant Premises		X	
Reheat coils within Tenant Premises		X	
Fan coil units within core areas	X		
Reheat coils within core areas	X		
Building Management System (BMS) for core area and Landlord infrastructure	X		
BMS (compatible with Landlord's system) within Tenant Premises and Tenant infrastructure		X	
Once-through supply air handling units with 30% pre-filters, 85% final fitters, chilled water coils, and hot water coils and energy recovery coils. Units are sized for approximately 1.5 cfm per square foot of lab space. This might be modified to meet WELL requirements.	X		
Vertical supply air duct distribution to core and shell area and to take-offs per floor for Tenant use.	X		
Supply air duct distribution, VAV terminals, equipment connections, insulation, air terminals, dampers, hangers, etc. within Tenant premises.		X	

ALEXANDRIA.

399 Binney Street • Cambridge, MA
Landlord/Tenant Scope Allocation Matrix
Page 7 of 9
November 1, 2017

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
Supply air duct distribution, VAV terminals, equipment connections, insulation, air terminals, dampers, hangers, etc. within core areas.	X		
Roof mounted laboratory exhaust fans for general lab exhaust connected to vertical exhaust air duct risers for general lab exhaust	X		
Roof mounted laboratory exhaust fans for dedicated fume hood or specialty exhaust systems		X	
Vertical exhaust air duct risers for dedicated fume hood or specialty exhaust systems		X	
Exhaust air duct distribution, exhaust air valves, equipment connections, insulation, air terminals, dampers, hangers, etc. within Tenant premises.		X	
Exhaust air duct distribution, exhaust air valves, equipment connections, insulation, air terminals, dampers, hangers, etc. within core areas	X		
Specialized HVAC requirements for Tenant High Hazard Rooms.		X	
Restroom exhaust for core area restrooms	X		
Restroom exhaust for restrooms within Tenant premises		X	
Electric room ventilation system for Base Building electrical closets	X		
Electric room ventilation system for electrical closets within Tenant premises		X	
Sound attenuation for Base Building infrastructure to comply with Cambridge Noise Ordinance	X		
Sound attenuation for Tenant equipment to comply with Cambridge Noise Ordinance		X	
Additional/ dedicated cooling for Tenant requirements.		X	
Tenant meters; HWS, CWS, CHWS, SA & EA		X	
Additional specialized HVAC systems as a result of tenant requirements.		X	
Gas piping to core and shell diesel fuel generator	X		
Shutdown/start-up costs as a result of Tenant tie-in to base building systems.		X	
ELECTRICAL			
Transformer in Eversource vault supplying 480/277V, 3 phase, 4 wire service to switchgear in main electrical vault	X		
Two (2) 3,000amp 480/277V switchboards located in basement electric room	X		
480/277V, 3 phase, 4 wire main switchboards, metered, for core and shell systems.	X		

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
One (1) 2,000 amp, 480/277v unmetered bus riser supporting tenants in the basement through the 3rd floor.	X		
Allocation of bus power for Tenant use (w/sf) based on 60% Lab/40% office for floors B-3: • Office lighting - 1 • Office power - 4 • Office HVAC - 1 • Lab lighting - 1.5 • Lab power - 12 • Lab HVAC - 1.5	X		
Circuit breaker bus plugs at all floors serving Tenant Premies		X	
Meter socket and meter for Tenant bus tie in		X	
460/277 volt power to Tenant dedicated HVAC systems.		X	
Electric closets at floors for Building systems and core areas.	X		
Additional electric closets within Tenant Premises.		X	
Lighting and power distribution for core areas	X		
Lighting and power distribution for Tenant Premises		X	
Common area life safety emergency lighting/signage	X		
Tenant Premises life safety emergency lighting/signage via utilizing battery packs or other methods		X	
750 kW gas generator power for life safety and optional standby power requirements.	X		
Automatic transfer from normal to emergency/standby power for 1.) Bulding legal life safety systems; 2.) Selected base building equipment;	X		
Sound attenuation for base building generator to comply with Cambridge Noise Ordinance	X		
Automatic transfer switch for Tenant optional standby load — maximum Tenant use is 4 watts per square foot (Watts per SF is based on 60% (lab of buildings total RSF) Floors B through 3		X	
Standby power distribution within Tenant Premises		X	
Tenant panels, transformers, etc. in addition to Base Building		X	
Specialized Electrical requirements for Tenant High Hazard Rooms.		X	
Tenant UPS system, battery backup, and associated equipment/distribution		X	
LIFE SAFETY SYSTEMS			
Base Building fire alarm system with devices in core areas	X		
Fire alarm sub panels and devices for Tenant premises with integration into Base Building system		X	
Alteration to core area fire alarm system as a result of Tenant fit-out		X	

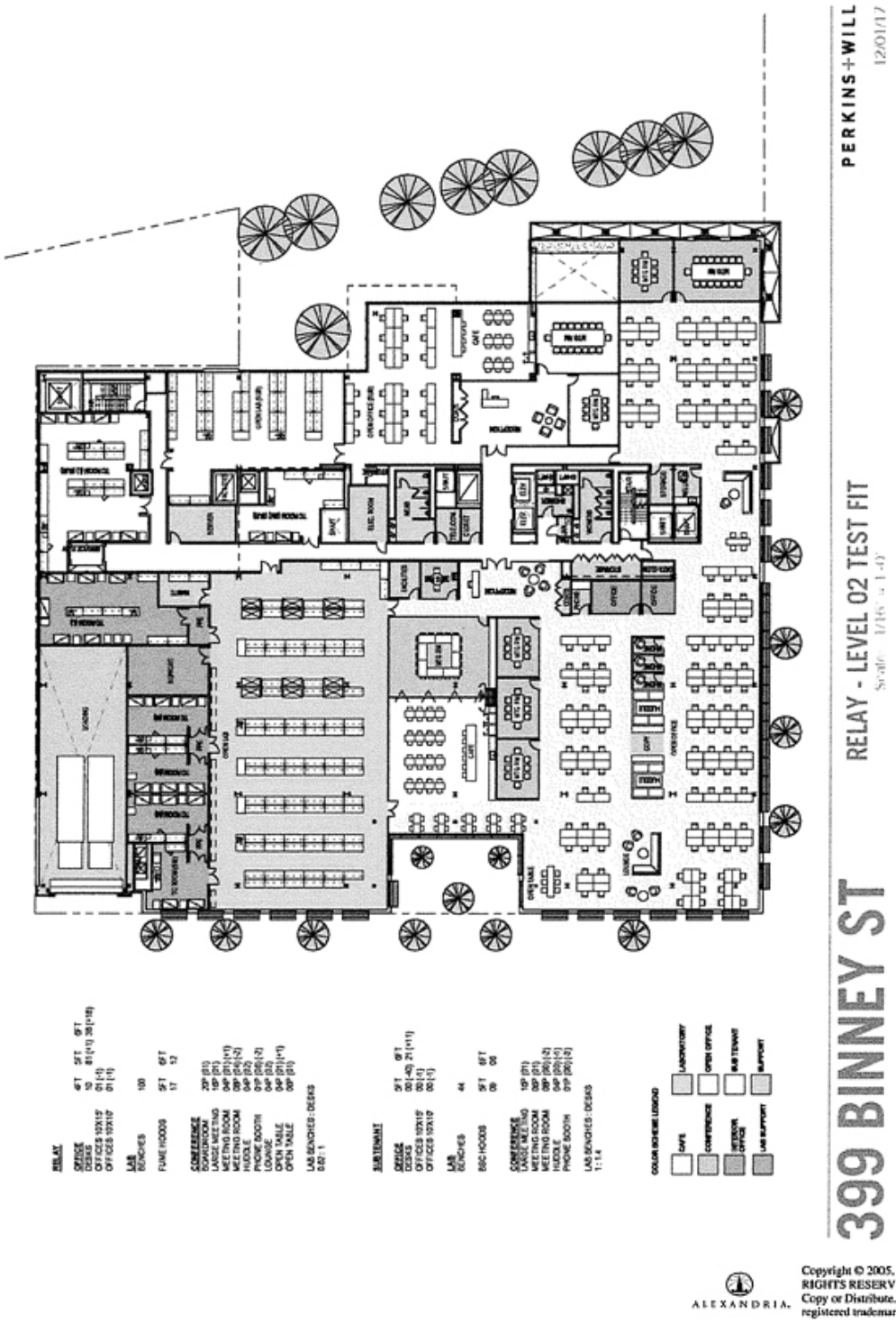
399 Binney Street • Cambridge, MA
Landlord/Tenant Scope Allocation Matrix
Page 9 of 9
November 1, 2017

ALEXANDRIA.

DESCRIPTION	RESPONSIBILITY		
	Landlord	Tenant	Landlord work at Tenant Cost
Specialized Fire Alarm requirements for Tenant High Hazard Rooms.		X	
Fire hose and fire extinguisher cabinets in core areas.	X		
Fire hose and fire extinguisher cabinets in Tenant areas.		X	
Annunciator / Fire Control Panel (Code Upgrade - ADA, Addressable)	X		
TELEPHONE/DATA			
Underground local exchange carrier service to primary demarcation room in basement.	X		
Tel Data riser conduit from demark to each floor.	X		
Tenant tel/data rooms.		X	
Pathways from demarcation room directly into Tenant tel/data rooms.		X	
Tel/data cabling from demarcation room Tenant tel/data room.		X	
Fiber optic service for Tenant use.		X	
Tel/data infrastructure including but not limited to servers, computers, phone systems, switches, routers, MUX panels, equipment racks, ladder racks, etc.		X	
Provisioning of circuits and service from service providers.		X	
Audio visual systems and support.		X	
Station cabling from Tenant tel/data room to all Tenant locations, within the suite and exterior to the suite, if needed.		X	
SECURITY			
Card access at Building entries.	X		
Card readers within elevators for tenant floor control.	X		
Card access from stairwell into upper floors Tenant controlled lobby, if needed.	X		
Card access from stairwell into upper floors common lobby, if needed.	X		
Card access into or within Tenant Premises on separate Tenant installed and managed system.		X	
Video camera coverage of building entrance points, lobbies, loading dock area.	X		
Video camera coverage of Tenant Premises on separate Tenant installed and managed system.		X	
Manned security station?? (NOT ANTICIPATED)			

Schedule 2(c)(ii)

Tl Design Program



Mechanical, Electrical, Plumbing and Fire Protection

Basis of Design

RELAY THERAPEUTICS
LEVEL 2
Lab/Office Design
399 Binney Street
Cambridge, MA

Prepared by:

AHA

Prepared for:

The Richmond Group
77 Main Street
Hopkinton, MA 01748

December 05, 2017

24 Hartwell Avenue, Third Floor, Lexington, Massachusetts 02421 beyond engineering

Relay Therapeutics Level 2 Lab and Office
399 Binney Street
Cambridge, MA
December 05, 2017

FIRE PROTECTION

A. System Description:

1. A new wet pipe sprinkler system will be installed to accommodate the new Architectural layout. The new sprinkler mains will be connected to the existing mains and floor control valve assemblies located in the Stairwells.
2. Offices, Open Office areas, Lobby, Conference Rooms, Hallways and Café will be designed to Light Hazard Occupancy.
3. Lab spaces, Storage and Shell space will be designed to Ordinary Hazard Group II occupancy.
4. Areas with finished ceilings will have concealed sprinklers with white cover plates.
5. Areas without ceilings will have upright sprinklers.
6. Glass Wash will have high temperature sprinklers.

PLUMBING

A. General

1. Lab waste to run through Level 1 Tenant space to basement.
2. CO2 and Nitrogen distribution from tank manifold with Regulator at termination point.
3. Electric water heaters for non-potable and domestic water.
4. CA, RODI and Vacuum from house system to ceiling panels with quick connect termination for vacuum and pressure regulator and quick connect for CA.
5. Lab sinks and fittings etc., by Plumber.
6. Emergency showers and Eyewash units with tepid supply and return to house system.
7. Running trap with sample valve on lab waste at connection to house system.

HEATING, VENTILATING AND AIR CONDITIONING

A. General

Relay Therapeutics Level 2 Lab and Office
399 Binney Street
Cambridge, MA
December 05, 2017

1. Outside design conditions are 91$_0$F DB and 74$_0$F WB (summer) and 0^0F DB outside (winter).
2. See table below for indoor design conditions to be maintained (all volume **calculations will be based on a 9'-0" ceiling height):**

DESIGN CRITERIA

Space	Served By	Temperature	Minimum ACH	Winter Humidity (% RH)	Pressure	Comment
Reception	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Café	VAV	75 Summer/ 72 Winter	N/A	N/A	Positive	Lab Air
Small Conference Rooms	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Open Office	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Enclosed Office	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Huddle Rooms	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Phone Rooms	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Data Closet	Heat Pump	75 Summer/ 72 Winter	N/A	N/A	Positive	
Server Room	Heat Pump	75 Summer/ 72 Winter	N/A	N/A	Positive	
Wellness Room	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Large Conference Rooms	VAV	75 Summer/ 72 Winter	N/A	N/A	Positive	Lab Air
Copy Room	Fan Coil	75 Summer/ 72 Winter	N/A	N/A	Positive	
Open Lab	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
T.C. Room (Sm)	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
T.C. Room (M)	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
T.C. Room (L)	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
PPE Rooms	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
Waste Room	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
Facilities	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
Fume Hood (Sub)	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
T.C. Room (M) (Sub)	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	
Lab (Sub)	Lab Air	75 Summer/ 72 Winter	6	N/A	Negative	

Relay Therapeutics Level 2 Lab and Office
399 Binney Street
Cambridge, MA
December 05, 2017

B. Existing Core and Shell Services:

1. Normal Supply air from AHU-1 thru AHU-3.
2. Exhaust Air from ERU-1 thru ERU-4.
3. Hot Water from the central boilers and pumps.
4. Condenser Water from HX-2 through pumps CWP-4 & CWP-5.
5. DOC ATC System.

C. Space HVAC Services:

1. Office spaces shall be served by four pipe fan coil units. Ventilation air shall be provided at 20 CFM per person. Constant volume supply valves with no heating coil shall provide the ventilation air.
2. Each Mass spec shall be provided with a 2” PVC exhaust pipe with a ball valve.
3. The General Lab shall be provided with Tek-Air fume hood exhaust valves.
4. The General Lab shall be provided with variable or constant volume Tek-Air valves.
5. The General Lab shall have Tek-Air supply valves and Tek-Air general exhaust valves.
6. The Glass Wash shall have an Envirotec supply and exhaust valve with stainless steel canopy hoods.
7. The Elevator Lobby shall have an Envirotec supply and exhaust valve.
8. The Server Room shall be provided with cooling that will be on the generator. No humidification shall be provided.
9. Lab Spaces shall be provided with Lab type diffusers.
10. The Cold Rooms shall be provided with condenser water from the Base Building system.

ELECTRICAL

A. General

1. The main service to the building comprises of two 3000 AMP, 480/277 volt electrical switchboards which serve the entire building.

Relay Therapeutics Level 2 Lab and Office
399 Binney Street
Cambridge, MA
December 05, 2017

2. The switchboards support Base Building mechanical equipment, common area lighting/power and Tenant bus duct riser. From switchboard in basement there is a 2000 amp 480/277 volt un-metered bus duct risers for Tenant which **support Tenant's** in basement through floor three.
3. Electric service to support Tenant is available from bus duct risers. Tenant is responsible for the bus duct plug in unit disconnect switch(es), utility meter and their associated distribution equipment. Large tenant loads (per Landlords discretion) may come directly from base building switchboards via check meter(s).
4. An optional gas fired 750KW stand-by generator has been provided for building Tenant use located on roof. Tenant is responsible, for but not limited to, supply feeder to their space from existing stand-by distribution panelboard (normally off) located in 4th floor Penthouse. Tenant shall supply Automatic Transfer Switch, check meter (per Landlord standards) and associated distribution equipment. The Tenant allowance is 4 W/SF.
5. Emergency egress lighting and exit signs shall utilize via battery ballast pack and or battery unit from normal panel.

FIRE ALARM

A. General

1. The Fire Alarm system will be an extension of the existing Fire Alarm system within the building.
2. Existing devices will be relocated to accommodate the new Architectural layout.
3. New devices will be installed.
4. Speaker/Strobes will be installed in Open Office areas and Laboratories.
5. Strobe only devices will be installed in Conference Rooms.

RICHMOND

Scope of Work

Relay Therapeutics
399 Binney St, Cambridge, MA

Project # TBD
November 4, 2017

1. **Architectural**
    - Casework
        - New mobile casework in the labs, Metal w/ Epoxy Tops and Integral Utilities
        - New fixed casework at sink and Fume Hood locations - Metal w/ Epoxy Top
        - (35) Thirty-Five Ceiling Utility Panels
    - Floor finishes
        - Resilient Tile - Ballroom Lab, Support Labs, Lab Corridor
        - Luxury Vinyl Tile - Café/Lounge, Main circulation and Lobbies
        - Epoxy paint - Mechanical, Electrical
        - Epoxy Flooring- Waste Storage
        - Static Dissipative Tile - Server Room
        - Sheet Vinyl- Tissue Culture Labs, Bio-Processing Suite
        - Carpet Tile - Coat/Storage, Open Office, Conference
    - Ceiling Finishes
        - 2x4 Standard Lab Tiles- Ballroom Lab, Support Labs
        - Vinyl Faced Tile- Tissue Culture Labs, Bio-processing Suite
        - 2x2 Standard Office Tile in Fine Line Grid - Conference, Huddle, Phone
        - 2x2 Standard Office Tile in 15/16 Grid - Office Support
        - Open Ceiling - Open Office, Reception
    - Glazing
        - 8’-0” Butt glazing at offices and labs.
        - 8’-0” Glass Doors - Conference, Huddle Rooms
    - Doors
        - Flush wood doors at Coat/Storage, Server Room, Wellness
        - Full View Wood doors at Phone Rooms.
        - Hollow metal doors with vision kits at Ballroom Lab, Support Labs, Tissue Culture Labs, Bio-Processing Suite (gasketed)
    - Millwork
        - Kitchen - Plastic laminate base/wall cabinets with solid surface counter. Assume solid surface waterfall edge at island.
        - Print Station - Plastic laminate base cabinet with plastic laminate counter and wall cabinets.
        - Coat/Storage - Shelf & Rod
    - Furniture is excluded

2. **Equipment**
    - (13) 6’ Chemical Fume Hoods Included.
    - Autoclave & glasswash units are not included
    - BSCs are not included.
    - Kitehen Appliances are not included.
    - Lab equipment is not included.

RICHMOND

Scope of Work

3. Fire Protection

- Existing sprinkler mains to remain
- Re-work branch lines and provide new sprinkler heads per new layout with proper density requirements for office and lab

4. Plumbing

- Tepid water distribution to emergency shower / eye wash units, from existing house Tepid Skid. Each lab will have at least one emergency shower/eyewash per 50 feet of walking distance from experiment to unit. Emergency shower/eyewash units will be located near the exit of each lab
- RODI distribution from existing house system to loop the floor to serve each lab sink and glass wash room.
- Compressed air distribution to ceiling panels (1 per panel) in labs, and along walls in main labs. Provide one drop within glass wash room. Connect new distribution to existing base building valve/cap.
- Vacuum distribution to ceiling panels (1 per panel) in the labs and along the main lab walls. Provide a vacuum drop at each BSC. Connect new distribution to existing base building valve/cap. Provide additional (35) thirty-five wall drops to support equipment.
- N2 Manifold and distribution to (10) ten locations.
- CO2 Manifold and distribution to (32) thirty-two Incubator (stacked) locations.
- O2 Manifold and distribution to (4) four locations, within (1) room.
- Labs will have (35) thirty-five ceiling utility panels.
- Fume hoods to receive Compressed Air, VAC.
- Connect to existing house pH neutralization system with horizontal lab waste and vent to existing base building risers. Horizontal lab waste and lab vent distribution on the tenant or below tenant floors from tenant sinks and equipment to base building riser connections.
- Pipe office sinks to cold water, domestic waste and vent, install local electric hot water heater
- Install non-potable hot water heaters, and distribution piping to lab sinks, glass wash room

5. HVAC

- Base building will provide 100% outside supply air, exhaust air, chilled water, hot water, and condenser water.
- Office portion shall have supply air VAV air valves, with common plenum return.
- All lab areas shall have matching VAV exhaust air valves
- All supply air valves shall hot water heating coils
- Exhaust air valves shall track supply air valves and shall have liner, so insulation is not exposed
- Fume hood shall be variable volume type at 900CFM each.
- Tissue culture lab shall (2) fan coils units for supplemental equipment cooling, connected to the base building chilled water system.
- In addition to the tissue culture labs, general labs shall have fan coil units for supplemental cooling,
- All office and lab supply and exhaust air VAV’s shall be standard type Envirotech or equal.
- Provide a 2 ton high temperature heat pump for each tel/data room, connect condenser water piping to base building riser
- All conference room walls shall be considered full height and will require sound lined Z-duct returns
- Office portion general exhaust shall have an open end duct with modulating damper control to maintain pressure. A sound attenuator elbow and straight run of duct sound lines needs to be installed for noise reduction
- Building Management System (BMS) shall be extended for tenant use.
- O2 Sensor near N2 tanks and CO2 manifolds, alarms shall be local and to BMS

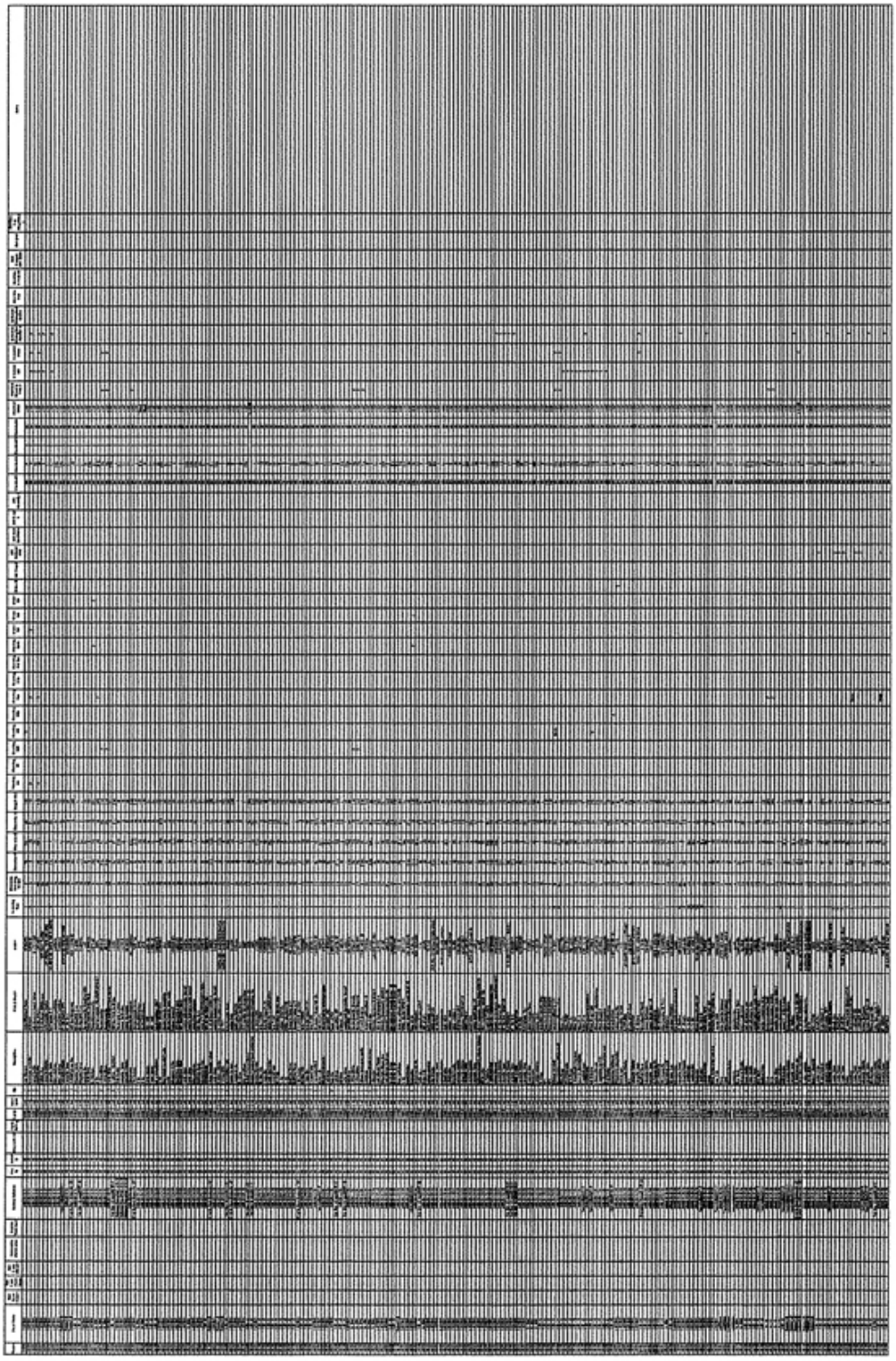
ALEXANDRIA

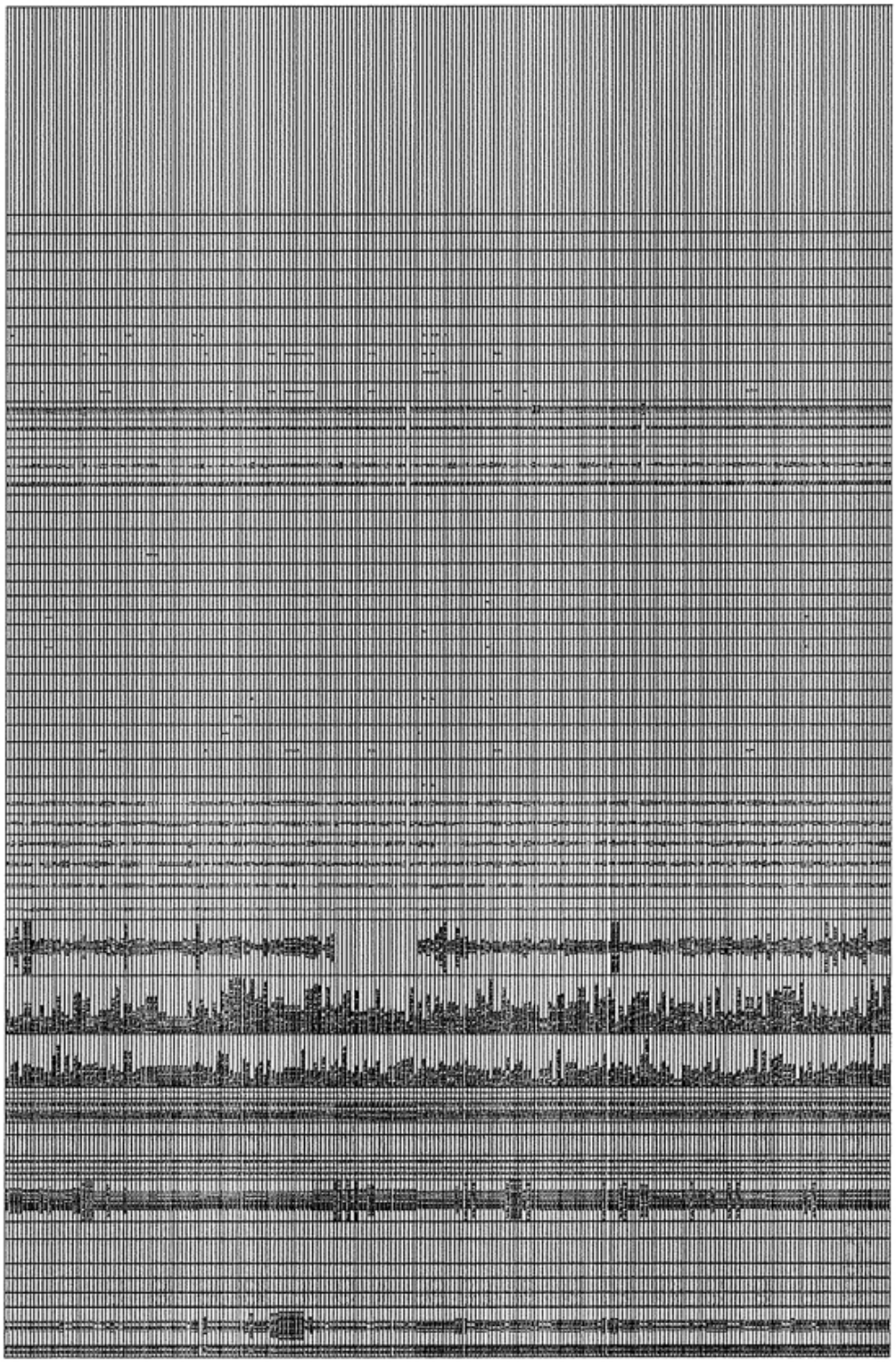
RICHMOND

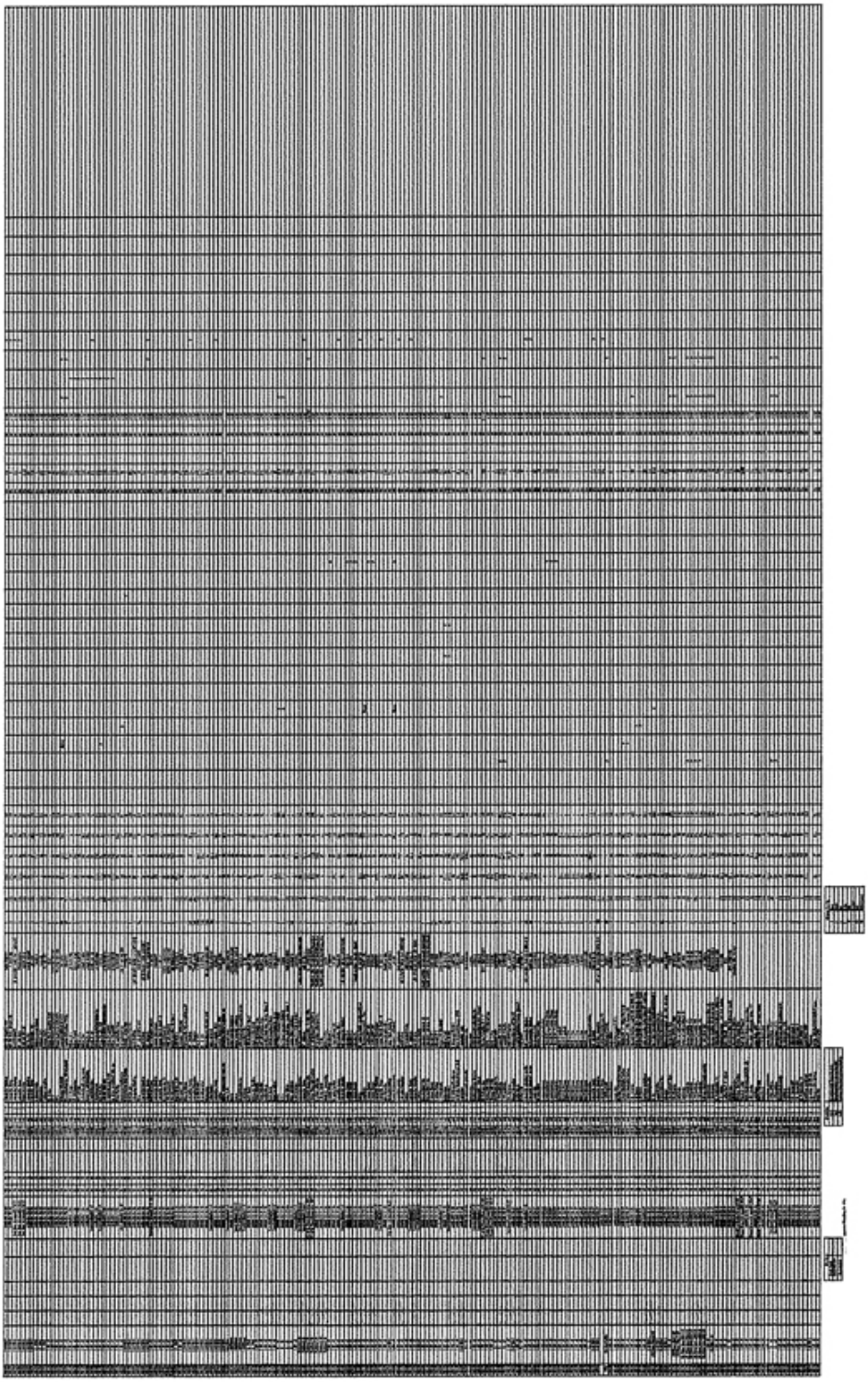
Scope of Work

6. Electrical

- Distribution of fire alarm and life safety as required.
- Electrical distribution from main bus duct, with utility meter, 480 volt panels, transformers and 208 volt panels to support lighting, outlets power, HVAC equipment, plumbing equipment and lab equipment power
- (36) Thirty-Six Ceiling Utility Panels Total with (4) dedicated 120 volt, 20 AMP circuits each, (1) dedicated 120V, 20AMP on OS power and (2) T/D knock outs
- Power & Data to be fed from Ceiling.
- New lighting throughout with controls, including emergency and exit lighting
- 8-wire power whips for furniture system. Floor boxes to be provided as layout requires.
- Floor boxes for all conference rooms for power, TD and AV
- Standby power from base building generator, wired to tenant area for tenant use, based on 4 W/SF per 60% of total rentable area
- Card access
- Security
- Tel/data
- AV
- Equipment alarms on a separate system from BMS







Schedule 2(d)

LEED/WELL Standards

EAc4: Enhanced Refrigerant Management

The base building heating, ventilating, air conditioning and refrigeration systems have been selected to reduce ozone depletion and support early compliance with the Montreal Protocol while minimizing direct contributions to climate change. All tenant provided HVAC&R equipment must also comply with the following formula, which sets a maximum threshold for the combined contributions to ozone depletion and global warming potential:

$$\frac{S\,(\,LCGWP + LCODP \times l05\,) \times Qunit}{Qtotal} \leq 100$$

IEQc5: Indoor Chemical and Pollutant Source Control

The base building has been designed to minimize building occupant exposure to potentially hazardous particulates and chemical pollutants. All tenant work affecting the entry of pollutants into the building and potential cross contamination of regularly occupied areas must be mitigated through the following strategies, as applicable to the tenant improvements:

- Sufficiently exhaust each space where hazardous gases or chemicals may be present or used (e.g. garages, housekeeping and laundry areas and copying and printing rooms) to create negative pressure with respect to adjacent spaces when the doors to the room are closed. For each of these spaces, provide self-closing doors and deck-to-deck partitions or a hard-lid ceiling. The exhaust rate must be at least 0.50 cubic feet per minute (cfm) per square foot (0.15 cubic meters per minute per square meter), with no air recirculation. The pressure differential with the surrounding spaces must be at least 5 Pascals (Pa) (0.02 inches of water gauge) on average and IPa (0.004 inches of water) at a minimum when the doors to the rooms are closed.
- In mechanically ventilated buildings, each ventilation system that supplies outdoor air shall comply with the following:

  A. Particle filters or air cleaning devices shall be provided to clean the outdoor air at location prior to its introduction to occupied spaces.

  B. These filters or devices shall meet one of the following criteria:

    - Filtration media is rated a minimum efficiency reporting value (MERV) of 13 or higher in accordance with ASHRAE Standard 52.2.
    - Filtration media is Class F7 or higher, as defined by CEN Standard EN 779: 2002, Particulate air filters for general ventilation, Determination of the filtration performance.
    - Filtration media has a minimum dust spot efficiency of 80% or higher and greater than 98% arrestance on a particle size of 3-10 µg.

  C. Clean air filtration media shall be installed in all air systems after completion of construction and prior to occupancy.

Tenant LEED Design & Construction Guidelines

For

399 Binney Street

399 Binney Street

Cambridge, MA 02420

24 Hartwell Avenue, Third Floor, Lexington, Massachusetts 02421 beyond engineering

TABLE OF CONTENTS

PART A: GENERAL INFORMATION

Introduction

This document is provided to inform tenants of the sustainable design aspects for the design and construction of the 399 Binney Street, and to outline the sustainability goals and objectives for the tenant spaces. This document also provides information on how the base building sustainable features will interface with the tenant fit-up sustainable features (LEED Cl).

Using the information provided here the tenants are encouraged to make their fit-up projects comply with the standards of the US Green Building Council LEED for Green Building Design and Construction. Some key features of LEED are prerequisites, and where these are a requirement for Tenant spaces they have been noted here.

Being a tenant in a LEED certified construction project can benefit a company's bottom line. It can be more cost effective and save money on utility bills and operating costs. It can increase productivity by making employees and residents more comfortable and it can create a positive reputation for the company in the community. LEED certified projects help the larger environment by reducing energy and natural resource consumption and by cutting down on waste and pollution created.

The U.S. Green Building Council and LEED

The U.S. Green Building Council (www.usgbc.org) is a nonprofit organization committed to expanding sustainability in the built environment. Its mission is to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. LEED is a voluntary, consensus-based national rating system for developing high-performance, sustainable buildings.

Developed by USGBC, LEED addresses all building types and emphasizes state-of-the-art strategies for sustainable site development, water savings, energy efficiency, materials and resources selection, and indoor environmental quality. LEED is a voluntary rating system for green building design and construction that provides immediate and measurable results for building owners and occupants.

399 Binney Street

Tenants at the 399 Binney Street have a remarkable opportunity to help lead the shift to sustainability in buildings, and in the process define a new kind of workplace. By locating in a LEED certified building, tenants will benefit from excellent indoor air quality, as well as other advantages. These and other elements combine to create a healthier workplace and improve the indoor environment for all employees. In addition, the 399 Binney Street has set a higher standard with high-performance technologies that use **less energy, consume less water, and leave a smaller footprint on the city's resources. Some** of the building's innovative features will be noticed upon entering the building while others, such as energy-saving light fixtures and efficient systems will exist behind the scenes, quietly but significantly setting the building apart from its neighbors.

The Tenant Guidelines that follow summarize the measures the 399 Binney Street has undertaken to achieve LEED certification. These guidelines are intended to help tenants understand and take full advantage of the high-performance features of the building, and to provide guidance in ways that tenants can reinforce these features in their own workplaces.

The 399 Binney Street project has set a goal of achieving certification for the base building using LEED for Core and Shell (LEED-CS). We can only design and build the building, however. It is up to our tenants to fit it out and operate it in an environmentally friendly way. To do this, we recommend you use the LEED for Commercial Interiors rating system (LEED-CI). The intent of LEED-CI is to assist in the creation of high+-performance, healthy, durable, affordable and environmentally sound commercial interiors. Together LEED-CS and LEED-CI address the commercial office real estate market for both developers and tenants enabling significant benefits through improved indoor air quality, maximized daylighting and lower energy costs. A copy of the LEED-CI 2009 Scorecard and Rating System are included as an appendix for reference by tenants who wish to explore more information on timing and detailed strategies.

PART B: LEED-CS AND LEED-CI CERTIFICATION

Tenant's Interior Fit-Out: LEED-CI

As noted above, the property offers many sustainable features. Tenants have the option of building upon these features in the fit-out of their space.

To achieve LEED-CI certification, a minimum of 40 points are needed, out of an available 110 points. For Silver, 50 points are needed, Gold requires 60 points and Platinum requires 80 points. The LEED-CI program credits can be broken into three different categories for this project, specifically:

- Achieved credits [already achieved as part of the base building LEED-CS design and construction] **29 points**
- LEED Certified or Silver credits [credits easily attainable in the interior fit-out] **25-38 points**
- LEED Gold, or Platinum credits [**additional "maybe"** credits that could be pursued to achieve a higher level of LEED certification] **18-24 points**

Refer to the potential Tenant Fit-Up LEED-CI scorecard in the Appendix.

Achieved Credits **29 Points**

These credits/points are noted as YES on the attached potential tenant fit-out LEED-CI scorecard.

Ssc1, Site Selection **[5 Points]**

The tenant has selected a building that will be achieving LEED certification. The base building has been designed and built with environmentally sustainable measures. The required documentation to support this claim, a copy of the core/shell building LEED certification document, will be provided for the tenant.

SSc2, Development Density and Community Connectivity **[6 Points]**

The tenant has selected a building that is within ½ mile of a residential neighborhood with an average density of 10 units per acre net, and is within ½ mile of at least 10 basic services; and has pedestrian access between the building and the services.

SSc3.1, Alternative Transportation: Public Transportation Access **[6 points]**

The tenant has selected a building that is located within ½ mile walking distance, measured from a main building entrance, of two MBTA stations, Green and Orange line, which give them the opportunity to travel through Cambridge and Boston via different subway services.

SSc3.2, Alternative Transportation: Bicycle Storage & Changing Rooms [2 points]

The tenant has selected a building that was designed and built with bicycle storage. The Tenant can choose to achieve this credit by installing showers and providing changing rooms.

WEpl and WEc1.1, Water Use Reduction Prerequisite and 35% Savings [8 points]

The tenant has selected a building that was designed and built with low-flow and low-flush plumbing fixtures for the bathroom in the core of the building. These low-flow and low-flush fixtures include a toilet, urinal and lavatory faucet; Tenants shall utilize similar low-flow faucets and fixtures that exceed the 1992 EPACT requirements in their own spaces, including low-flow (0.5 GPM) lavatory faucet, low-flow (1.5 GPM) kitchenette faucet, 1/8 GPF urinals, and 1.28 GPF water closet. In addition, the faucets have been equipped with auto-sensors that further reduce water usage. Tenant fixtures in tenant spaces shall utilize low-flow technologies as well.

EAp2, Minimum Energy Performance Prerequisite, Part 1 of 2 **[required]**

The tenant has selected a building that was designed and built according to the ASHRAE 90.1-2007 energy standard, which is the Massachusetts Energy Code at the time of construction. Energy efficiency was considered when designing the envelope of the building, which includes the selection of roof insulation, wall insulation, floor insulation and windows. The mechanical and domestic hot water systems use energy efficient technology and equipment. If the mechanical systems or envelope are adjusted or supplemented by the tenant fit-out, care should be taken to ensure the current LEED program referenced energy standard is still being met. Not addressed here is the lighting density requirements that fall within the scope of the tenant fit-out; however, it is expected and required that tenants will use high-efficiency light fixtures with occupancy sensor and daylight dimming controls. See Interior Fit-Out section for more information.

EAp3, CFC Reduction in HVAC&R Equipment Prerequisite **[required]**

The tenant has selected a building that was designed and built with equipment that does not use any **CFC refrigerants for cooling. CFC's adversely affect the ozone causing environmental harm. If** the mechanical systems are adjusted or supplemented by new equipment or systems in the tenant fit-out, care must be taken to ensure no CFC's are used in new equipment.

MRp1, Storage & Collection of Recyclables [required]

The site and building was designed and built to provide a central area for storing the collection of **tenants' recyclables before removal from the site. During the design and construction of the tenant** spaces, areas for tenant specific recycling bins shall be provided within the tenant space. These areas shall include, but are not limited to, kitchenettes, copy rooms, printer areas and other spaces near trash bins. Recycling bins for paper, cardboard, plastic, metal and glass shall be provided.

IEQp1, Minimum Indoor Air Quality Performance Prerequisite [required]

The tenant has selected a building that was designed and built according to the ventilation standard, ASHRAE 62.1-2007. If the mechanical systems are adjusted or supplemented, or if the tenant needs any high density space, care should be taken to ensure the current LEED referenced ventilation standard is still being met.

IEQp2, Environmental Tobacco Smoke (ETS) Control [required]

The tenant has selected a building that was designed and built to meet the requirements of this prerequisite. There is no smoking allowed in this building in accordance with Commonwealth of Massachusetts Law. Smoking is prohibited outside within 25 feet of any entries, outdoor air intakes and operable windows.

EQc3.1, Construction IAQ Management Plan, During Construction [1 point]

The interior fit-out of the space will implement best practices for air quality. Measures taken by the contractors will include protection of duct and mechanical systems, absorptive materials and good housekeeping in accordance with SMACNA Indoor Air Quality guidelines for building under construction.

IEQc7.1, Thermal Comfort, Design [1 point]

The core and shell indoor conditions comply with the ASHRAE 55-2004,the indoor temperature and humidity conditions standard. The base building HVAC system is designed and installed to support achieving this credit. If the mechanical systems are adjusted or supplemented as part of the tenant fit-out, care should be taken to ensure the standard referenced is still being met. Thermal comfort ranges are as follows:

- Temperature Range: 75°F ± 2° in summer, 70°F ± 2° in winter.
- Humidity Range: 50% ± 10% summer, 20% ± 10% in winter.
- Zone Control: All thermostats and humidity sensors are located in the zone served.
- Outdoor Conditions: Per ASHRAE 90.1-2007, outdoor design conditions are 87°F DB/73°F WB in summer and 7°F DB in winter.

LEED Certified or Sliver Minimum Requirements **25-38 points**

To obtain LEED certification, the tenant can choose from items with point values from the list below to incorporate into the design and **fit-out of tenant space. The "required" items must be incorporated into** the fit-out to achieve certification. These credits/points are generally noted as **YES** on the attached tenant fit-out LEED-CI scorecard.

EAp1, Fundamental Building Systems Commissioning Prerequisite [required]

To increase energy performance of the tenant's space, a Commissioning Agent will verify that the project's energy-related systems are installed, calibrated and perform as intended.

EAp2, Minimum Energy Performance Prerequisite, part 2 of 2 [required]

The lighting designed under the scope of the tenant fit-out must meet the LEED requirements of the ASHRAE 90.1-2007 energy standard, and at least 50% (by rated-power) of installed Energy Star eligible appliances and equipment shall be Energy Star qualified.

EAc1.1, Optimize Energy Performance, Lighting Power [2-5 points]

The design for the lighting will need to meet and exceed the ASHRAE Standard 90.1-2007 by reducing the lighting power used by 20%. Tenants that reduce their lighting power by more than 20% can earn additional points, up to 5 points for 35% savings. The **tenant's** choice of lamps and fixtures will need to **take into consideration the tenant's** program needs and be high efficiency fixtures. (There is the potential of receiving rebates from the local utility depending on the specific fixtures selected. See www.nstar.com for more information.)

EAc1.2, Optimize Energy Performance, Lighting Controls [1-3 points]

The installation of daylighting controls for all perimeter spaces (within 15 LF at exterior walls) and occupancy sensor controls can reduce unnecessary energy consumption. Daylighting controls work in conjunction with the lighting fixtures to allow natural daylight to provide the necessary illumination. This building requires the tenants to utilize daylight dimming controls, in addition to the other occupancy sensor and motion detection lighting controls. (There is the potential of receiving rebates from the local utility depending on the daylighting dimming system selected. See www.nstar.com for more information.)

EAc1.3, Optimize Energy Performance, HVAC Equipment [5-10 points]

The tenant design shall meet the requirements in sections 1.4, 2.9 and 3.10 of the New Building **Institute's Advanced Buildings Core Performance Guide**, which is used as the prescriptive criteria for the mechanical system which deal with the ducts, equipment, system operations, VAV pumps and fans (5 points). Premium efficient motors should be used on all equipment (³1 HP) and ECM motors(<1 HP) shall be used in all tenant fan coil units and perimeter fan-powered VAV boxes. The base building HVAC system is designed and installed to support achieving this credit. (There is the potential of receiving

rebates from the local utility depending on the variable speed drives on HVAC fans ECM motors, and Energy Management Systems selected. See www.nstar.com for more information.) The tenant has the potential of achieving a credit based on the layout of the space (5 points). To achieve this credit, every solar exposure must have a separate control zone. Interior spaces must be zoned separately from exterior spaces, and private office and conference rooms, kitchens, etc, must have active sensors that sense space occupancy and modulate the HVAC systems accordingly. The base building HVAC system is designed and installed to support achieving this credit.

EAc2, Enhanced Commissioning **[5 points]**

As a LEED prerequisite (EAp1), a Commissioning Agent will verify that the project's energy-related systems are installed, calibrated and perform as designed. In addition, the Commissioning Agent can assist in the transition of the new systems from the installers to those who will operate and use them. They can provide a single manual for the tenant to assist in future re-commissioning calibration. The Commissioning Agent can oversee the training of operating personnel and tenant space occupants as well as return within ten months to review the system operations and assist in resolving any outstanding issues.

MRc2, Construction Waste Management **[2 points]**

The tenant will be provided with sustainable practice options for construction waste removal. A large percentage of our landfills are composed of building construction waste. To earn this credit, the interior fit-**out of the tenant's space will** ensure that a minimum of 75% construction and demolition waste will be diverted from landfills to be recycled. Given the quantity of recycling facilities and waste haulers in Massachusetts, this is very straightforward to accomplish.

MRc4, Recycled Material Content, 10% **[1 point]**

The tenant fit-up can be designed to utilize materials that have recycled content. These materials include, but are not limited to, gypsum wallboard, steel studs, carpet, ceiling tiles and flooring. The achievement of this credit is dependent on the **tenant's** selection of materials and furniture.

MRc5, Local/Regional Materials, 20% Manufactured Locally **[1 point]**

The tenant fit-up can be designed to utilize materials that have been manufactured locally. These materials include, but are not limited to, gypsum wallboard, steel studs and flooring. The achievement of this credit is dependent on the **tenant's** selection of materials and furniture.

IEQc1, Outside Air Delivery Monitoring **[1 point]**

The tenant design should include carbon dioxide monitoring in all densely occupied spaces. These spaces are most often conference rooms, training rooms and other gather spaces. The benefit of the monitoring system is that it allows the ventilation system to be set back when the spaces are not in use, thereby reducing unnecessary energy consumption. The base building HVAC system has the necessary infrastructure and outside air CO2 sensors to support this operation.

IEQc4.1, Low-Emitting Materials, Adhesives and Sealants [1 point]

Only low VOC (Volatile Organic Compound) adhesives (carpet, tile, wall base, etc.) and sealants shall be used throughout the tenant fit-out. The base building construction uses similar material to ensure a healthy environment.

IEQc4.2, low-Emitting Materials, Paints [1 point]

Only low-VOC (Volatile Organic Compound) paints shall be used in the interior fit-out. The base building used similar materials and methods to ensure a healthy environment. Low-toxic paints and coatings shall be used throughout the interior fit-out.

IEQc4.3, Low Emitting Materials, Flooring [1 point]

Only low-toxic carpet and pad **systems that meet the Carpet and Rug Institute's Green Label Plus shall** be used throughout the interior fit-out.

IEQc6.1, Controllability of System, Lighting [1 point]

The tenant has the choice of achieving a credit based on the lighting design instituted. The most straightforward method of achievement is to provide individual task lighting with occupancy sensors and automatic shut-off for all desks and workstations.

IEQc7.2, Thermal Comfort, Verification [1 point]

The tenant can achieve a credit by installing a permanent thermal monitoring system that measures temperature, humidity and air speed that is integrated into the HVAC system. This will optimize the thermal comfort of the tenant space. The base building HVAC has the necessary software and infrastructure to support this credit. An alternative option for achievement of this credit is to put in place an occupant survey that collects input from all staff periodically and performs corrective action based on any issues that arise.

1Dc2, LEED Accredited Professional [1 point]

The tenant has selected a building that can provide a consultant for the interior fit-out that is a LEED Accredited Professional. The consultant is knowledgeable about the environmental options and the **LEED process to help ensure the best product is achieved for the tenant's needs.**

RPc1.1-1.4, Regional Priority Credits [1-4 points]

The LEED Cl v.2009 program has identified six credits within the standard Cl program that have extra **importance for projects, based on the project's location, and particular needs of the region. If a project** achieves one of the Regional Priority Credits, one point can be awarded in addition to the points already awarded for the credit itself. For Boston, the Regional Priority Credits are SSc3.2, WEc1 (to 40%), EAc1.1 (to 25%), EAc1.3, MRc3.1 (5%), and MRc5, EAc1.1, EAc1.3 and MRc5 should all be achievable with little additional effort and/or cost. This would enable the tenant fit-up project to achieve an additional 3 points. WEc1 and MRc3 do not appear to be easily achievable to the levels required.

LEED Gold or Platinum **Additional 18-24 Points**

At the tenant's option, the following additional credits (points) can be pursued to obtain a higher level of LEED certification. These credits/points are generally noted as **MAYBE** on the attached tenant fit-out LEED-CI scorecard.

EAc1.4, Optimize Energy Performance, Equipment & Appliances **[1-4 points]**

The selection of Energy Star rated office equipment and appliances provide energy reduction. A survey of all new and existing office equipment will be needed to assess whether any credits will be achieved and require the involvement of the tenant. Items that can be considered are computers, monitors, laptops, printers, copiers, fax machines, scanners and televisions, along with refrigerators and dishwashers. (For more information and a catalog of Energy Star equipment and appliances, see www.energystar.gov.)

EAc4, Green Power **[5 points]**

The tenant can choose receiving a credit for supporting alternative energy by purchasing 50% of their electricity or a minimum of 8 kWh/SF from a Green Power source for two years. Renewable sources must be defined by the Center for Resource Solutions (CRS) as a Green-e product. Most often, the purchase of Green-e Tradable Renewable Certificates, also known as RECs, are the method chosen for achieving this credit. This credit generally has been found to be cost-effective.

MRc1.1, Tenant Space, Long Term Commitment **[1 point]**

The tenant has the choice of receiving a credit by engaging in a minimum 10-year lease. By committing to remain in the same place for a long period of time, building construction waste and material are reduced.

MRc3.1, Resource Reuse, 5% **[1 point]**

The tenant has the choice of receiving a credit by using salvaged, refurbished or re-used construction materials for a minimum of 5% of the total materials budget

MRc3.2, Resource Reuse, Furniture and Furnishings **[1 point]**

The tenant has the choice of receiving a credit by using salvaged, refurbished or re-used furniture and furnishings for a minimum of 30% of the total furniture and furnishings budget.

MRc4.2, Recycled Material Content, 20% **[1 point]**

To achieve the higher threshold for recycled content, the tenant may need to consider the recycled content of their furniture. Many of the large office furniture companies such as Hayworth, Steelcase and Knoll provide lines with sustainable features.

MRc5.2, Local/Regional Materials, 10% Harvested or Extracted Locally **[1 point]**

The tenant fit-up can be designed to utilize materials that are included in the locally manufactured credit and have been further extracted or harvested locally. These materials include, but are not limited to, gypsum wallboard and flooring. The achievement of this credit is dependent on the selection of materials by the tenant, and may include the furniture.

MRc6, Rapidly Renewable Materials [1 point]

The tenant fit-up can be designed to utilize materials that have a growth cycle less than ten years. These materials include, but are not limited to, wheatgrass wood products, bamboo, and linoleum flooring. The achievement of this credit is dependent on the selection of materials by the tenant, and may include the furniture.

MRc7, Certified Wood [1 point]

The tenant has the choice of receiving a credit by using certified wood in their tenant fit-out. Since there is usually a limited amount of wood being used in the finishes, the achievement of this credit is dependent on materials selected by the tenant including the furniture and millwork/cabinetry. To achieve this credit, half of all the wood used for the tenant fit-out, including furniture, must be FSC certified. This percentage is based on the cost of the materials.

IEQc3.2, Construction IAQ Management Plan, After Construction [1 point]

There are two possible ways to achieve this credit. First is performing a flush-out of the tenant space after the completion of construction but prior to moving in. The time of the flush-out is dependent on the area of space but is (on average) two weeks. The other option is to perform indoor air quality testing, which is an additional cost but provides the tenant a record of the air quality prior to moving in. Items tested include particulates, formaldehyde, TVOC, 4-PCH and carbon monoxide.

IEQc4.4, Low Emitting Materials, Composite Wood [1 point]

Any composite wood, such as plywood, particleboard or door cores shall be urea-formaldehyde free throughout the interior fit-out. The base building used these materials and methods to ensure a healthy environment.

IEQc4.5, Low-Emitting Materials, Systems Furniture & Seating [1 point]

Tenants can receive this credit by purchasing Greenguard Indoor Air Quality Certified furniture for their new space, including work stations and seating. Salvaged and re-used furniture is exempt from this requirement.

IEQc8.2, Daylight and Views, Views [1 point]

The base building has been designed to give the occupants views of outdoors from the majority of the occupied spaces. Future tenants also have the potential of achieving a credit for views of outdoors based on the layout of the tenant space. Placement of open work areas along the perimeter wall, with less used spaces, storage and closed office spaces with glass sidelights in the core areas will optimize

views of outside the building for the employees. For more information, review the LEED-CI Reference Guide for credit requirements and additional strategies.

IDel, Innovation in Design **[1-4 points]**

The tenant has the potential of achieving up to four additional credits dependent on other environmental features they might institute. Some examples include purchasing 100% green power; providing an Educational program that provides signage, a case study, web-based information, and/or tours to share the green features of the tenant's interior fit-out; to exceed MRc2 to more than 95% recycled construction waste; or to utilize ergonomic workstation furniture. A final Innovation credit for the tenant LEED Cl program will be to engage in a building-wide green housekeeping program in which the cleaning materials, paper goods, equipment and procedures used are in accordance with Green Seal and will provide optimum indoor air quality so that all tenants will enjoy working in a clean and healthy building.

399 Binney Street
12/19/2017
Page 13

Summary and conclusion:

Tenants are encouraged to pursue project certification under the LEED for Commercial Interiors program sponsored by the US Green Building Council. The program has specific prerequisites and credits that are intended to help tenant fit-up projects achieve greater sustainability. LEED-CI is the companion program to LEED-CS, and focuses on those aspects of design and construction that are under the control of the tenant.

Refer to the attached LEED-CS score sheet for those credits that the Core and Shell project is pursing. The score sheet has notations that key individual prerequisites and credits to the corresponding LEED-CI prerequisites and credits. See also the potential tenant LEED-CI scorecard for credits that should be achievable by the tenant fit-up project team.

SUSTAINABLE DESIGN RESOURCES

The following is a partial listing of major resources for sustainable design and LEED:

1. U.S. Green Building Council (USGBC) – www.usgbc.org

   USGBC is the standard-writing body for the LEED Rating Systems. USGBC also provides education and other advocacy related to green building.

2. Green Building Certification Institute (GBCI) – http://www.gbci.org/

   The GBCI is a third-party certification entity that provides reviews of LEED projects.

3. *GreenSpec* Directory – www.greenspec.com

   The GreenSpec directory provides green product information and resources.

4. LEEDuser – www.LEEDuser.com

   LEEDuser provides practical credit-by-credit advice for project teams working within the LEED rating system.

PART C: TENANT SPECIFICATION AND PRODUCT SUGGESTIONS

Tenant Interior Architect and Design Team to research and utilize products which are sustainable and aid in minimizing waste, lessening environmental impacts and health impact of occupants, utilize recycled materials, are obtained from within 500 mile radius of the 399 Binney Street in order to reduce the impact of embodied energy in getting products to the job site, reduce the energy & water required for operation of the facility. This guideline serves to lead project teams in selecting the most sustainable products for this building during the building's lifecycle, and therefore it is recommended that research on current product availability is accomplished at the time of design. Please refer to the applicable LEED Ci guideline at the time of design and construction for USGBC recommended guidelines for product selection assisting project teams in achieving compliance with the LEED Cl program. At a minimum, sustainable features of the following products should be researched and evaluated for use in the facility:

- ACOUSTICAL CEILING AND SUSPENSION SYSTEM
- CARPET AND FLOORING SYSTEMS
- PAINT, COATINGS, ADHESIVES, AND SEALANTS
- WALL TREATMENTS
- GYPSUM BOARD
- COUNTER TOPS
- WOOD PRODUCTS
- PLUMBING SYSTEMS AND FIXTURES
- MECHANICAL AND HVAC
- ELECTRICAL AND LIGHTING
- ENTRYWAY SYSTEMS
- BUILDING ENVELOPE

APPENDIX: SUPPLEMENTAL INFORMATION

A. LEED-CS Scorecard (completed)

B. LEED-CI for Commercial Interiors Scorecard (sample)

C. IAQ Management Plan for base building

Appendix – A

LEED-CS Scorecard for the 399 Binney Street

Yes	?+	No				
22	**2**	**4**	**Phase**	**Sustainable Sites**		**28 Points**
Yes			C	Prereq 1	**Construction Activity Pollution Prevention**	Required
1			D	Credit 1	**Site Selection**	1
5			D	Credit 2	**Development Density & Community Connectivity**	5
	1		D	Credit 3	**Brownfield Redevelopment**	1
6			D	Credit 4.1	**Alternative Transportation:** Public Transportation Access	6
2			D	Credit 4.2	**Alternative Transportation:** Bicycle Storage & Changing Rooms	2
3			D	Credit 4.3	**Alternative Transportation:** Low-Emitting and Fuel Efficient Vehicles	3
2			D	Credit 4.4	**Alternative Transportation:** Parking Capacity	2
		1	C	Credit 5.1	**Site Development:** Protect or Restore Habitat	1
		1	D	Credit 5.2	**Site Development:** Maximize Open Space	1
1			D	Credit 6.1	**Stormwater Design:** Quantity Control	1
		1	D	Credit 6.2	**Stormwater Design:** Quality Control	1
	1		C	Credit 7.1	**Heat Island Effect:** Non-Roof	1
		1	D	Credit 7.2	**Heat Island Effect:** Roof	1
1			D	Credit 8	**Light Pollution Reduction**	1
1			D	Credit 9	**Tenant Design and Construction Guidelines**	1

Yes	?+	No				
7	**0**	**3**	**Phase**	**Water Efficiency**		**10 Points**
Yes			D	Prereq 1	**Water Use Reduction:** Reduce by 20%	Required
4			D	Credit 1	**Water Efficient Landscaping:** Reduce by 50%/100%	2 to 4
		2	D	Credit 2	**Innovative Waste Water Technologies**	2
3		**1**	D	Credit 3	**Water Use Reduction:** 30%/ 35%/ 40% Reduction	2 to 4

Yes	?+	No				
18	**6**	**13**		**Energy & Atmosphere**		**37 Points**
Yes			C	Prereq 1	**Fundamental Commissioning of the Building Energy Systems**	Required
Yes			D	Prereq 2	**Minimum Energy Performance**	Required
Yes			D	Prereq 3	**Fundamental Refrigerant Management**	Required
6	**2**	**13**	D	Credit 1	**Optimize Energy Performance**	3 to 21
2	**2**		D	Credit 2	**On-Site Renewable Energy**	4
2			C	Credit 3	**Enhanced Commissioning**	2
2			D	Credit 4	**Enhanced Refrigerant Management**	2
3			D	Credit 5.1	**Measurement & Verification - Base Building**	3
3			D	Credit 5.2	**Measurement & Verification - Tenant Submetering**	3
	2		C	Credit 6	**Green Power**	2

Yes	?+	No				
6	**1**	**6**	**Phase**	**Materials & Resources**		**13 Points**
Yes			D	Prereq 1	**Storage & Collection of Recyclables**	Required
		5	C	Credit 1.1	**Building Reuse:** Maintain Existing Walls, Floors & Roof (25%, 33%, 42%, 50%, 75%)	1 to 5
2			C	Credit 2	**Construction Waste Management:** Divert 50%/75% from Disposal	1 to 2
		1	C	Credit 3	**Materials Reuse:** 5%/10%	1
2			C	Credit 4	**Recycled Content:** 10%/ 20% Content (post-consumer + 1/2 pre-consumer)	1 to 2
1	**1**		C	Credit 5	**Regional Materials:** 10%/ 20% (Extracted, Processed & Manufactured)	1 to 2
1			C	Credit 6	**Certified Wood**	1

Yes	?+	No				
9	**3**	**0**	**Phase**	**Indoor Environmental Quality**		**12 Points**
Yes			D	Prereq 1	**Minimum IAQ Performance**	Required
Yes			D	Prereq 2	**Environmental Tobacco Smoke (ETS) Control**	Required
1			D	Credit 1	**Outdoor Air Delivery Monitoring**	1
1			D	Credit 2	**Increased Ventilation**	1
1			C	Credit 3	**Construction IAQ Management Plan:** During Construction	1
1			C	Credit 4.1	**Low-Emitting Materials:** Adhesives & Sealants	1
1			C	Credit 4.2	**Low-Emitting Materials:** Paints & Coatings	1
1			C	Credit 4.3	**Low-Emitting Materials:** Flooring Systems	1
1			C	Credit 4.4	**Low-Emitting Materials:** Composite Wood & Agrifiber Products	1
1			D	Credit 5	**Indoor Chemical & Pollutant Source Control**	1
	1		D	Credit 6	**Controllability of Systems:** Thermal Comfort	1
1			D	Credit 7	**Thermal Comfort:** Design	1
	1		D	Credit 8.1	**Daylight & Views:** Daylight 75% of Spaces	1
	1		D	Credit 8.2	**Daylight & Views:** Views for 90% of Spaces	1

Yes	?+	No				
1	**3**	**2**	**Phase**	**Innovation & Design Process**		**6 Points**
		1	C	Credit 1.1	**Innovation in Design:** Green Housekeeping	1
	1		C	Credit 1.2	**Innovation in Design:** Exceed MRc2 to >95%	1
		1	C	Credit 1.3	**Innovation in Design:** Exceed MRc1 to 95% Reused building?	1
	1		C	Credit 1.4	**Innovation in Design:** Exceed MRc4 to >30%? MRc5 to >30%?	1
	1		C	Credit 1.5	**Innovation in Design:** Exceed EAc6 to 100% Green power for core/shell?	1
1			D	Credit 2	**LEED™ Accredited Professional**	1

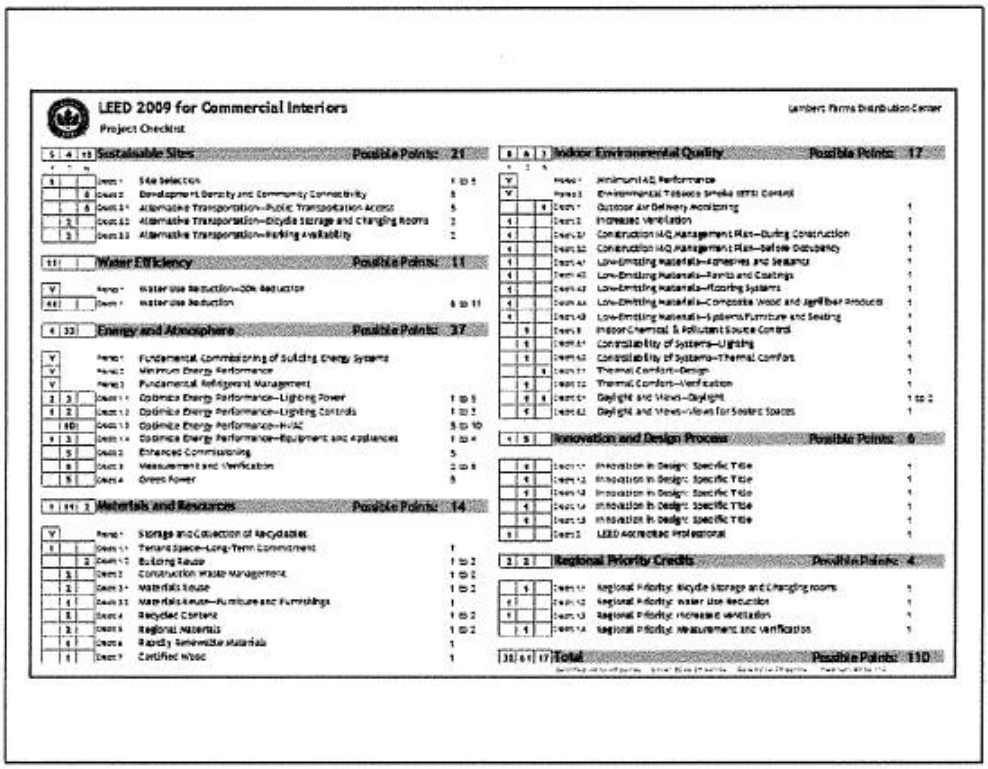
Yes	?+	No				
1	**2**	**1**	**Phase**	**Regional Priority**		**4 Points**
1			D or C	Credit 1.1	**Regional Priority:** SSc6.1	1
	1		D or C	Credit 1.2	**Regional Priority:** SSc7.1	1
		1	D or C	Credit 1.3	**Regional Priority:** SSc7.2	1
	1		D or C	Credit 1.4	**Regional Priority:** SSC3? EAc2 (1%)? MRc1.1 (75%)?	1

399 Binney Street
12/19/2017
Page 21

AHA

Appendix – B

LEED-CI Sample Scorecard



LEED 2009 for Commercial Interiors

Project Checklist

Lambert Farms Distribution Center

5	4	10	**Sustainable Sites**	**Possible Points:**	**21**
Y			Prereq 1	Site Selection	Y/N
		0	Credit 2	Development Density and Community Connectivity	5
		0	Credit 3.1	Alternative Transportation—Public Transportation Access	5
	2		Credit 3.2	Alternative Transportation—Bicycle Storage and Changing Rooms	2
	2		Credit 3.3	Alternative Transportation—Parking Availability	2
11			**Water Efficiency**	**Possible Points:**	**11**
Y			Prereq 1	Water Use Reduction—20% Reduction	Y/N
4	6		Credit 1	Water Use Reduction	6 to 11
4	33		**Energy and Atmosphere**	**Possible Points:**	**37**
Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	Y/N
Y			Prereq 2	Minimum Energy Performance	Y/N
Y			Prereq 3	Fundamental Refrigerant Management	Y/N
3	3		Credit 1.1	Optimize Energy Performance—Lighting Power	1 to 3
4	2		Credit 1.2	Optimize Energy Performance—Lighting Controls	1 to 3
	10		Credit 1.3	Optimize Energy Performance—HVAC	5 to 10
3	3		Credit 1.4	Optimize Energy Performance—Equipment and Appliances	1 to 4
	5		Credit 2	Enhanced Commissioning	5
	6		Credit 3	Measurement and Verification	2 to 6
	5		Credit 4	Green Power	5
1	11	2	**Materials and Resources**	**Possible Points:**	**14**
Y			Prereq 1	Storage and Collection of Recyclables	Y/N
1			Credit 1.1	Tenant Space—Long-Term Commitment	1
		2	Credit 1.2	Building Reuse	1 to 2
	3		Credit 2	Construction Waste Management	1 to 2
	2		Credit 3.1	Materials Reuse	1 to 2
	1		Credit 3.2	Materials Reuse—Furniture and Furnishings	1
	2		Credit 4	Recycled Content	1 to 2
	2		Credit 5	Regional Materials	1 to 2
	1		Credit 6	Rapidly Renewable Materials	1
	1		Credit 7	Certified Wood	1

9	6	2	**Indoor Environmental Quality**	**Possible Points:**	**17**
Y			Prereq 1	Minimum IAQ Performance	Y/N
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	Y/N
		1	Credit 1	Outdoor Air Delivery Monitoring	1
1			Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan—During Construction	1
1			Credit 3.2	Construction IAQ Management Plan—before Occupancy	1
1			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
1			Credit 4.3	Low-Emitting Materials—Flooring Systems	1
1			Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
1			Credit 4.5	Low-Emitting Material—Systems Furniture and Seating	1
	1		Credit 5	Indoor Chemical & Pollutant Source Control	1
	1		Credit 6.1	Controllability of Systems—Lighting	1
	1		Credit 6.2	Controllability of Systems—Thermal Comfort	1
		1	Credit 7.1	Thermal Comfort—Design	1
	1		Credit 7.2	Thermal Comfort—Verification	1
	1	1	Credit 8.1	Daylight and Views—Daylight	1 to 2
	1		Credit 8.2	Daylight and Views—Views for Seated Spaces	1
1	5		**Innovation and Design Process**	**Possible Points:**	**6**
	1		Credit 1.1	Innovation in Design: Specific Title	1
	1		Credit 1.2	Innovation in Design: Specific Title	1
	1		Credit 1.3	Innovation in Design: Specific Title	1
	1		Credit 1.4	Innovation in Design: Specific Title	1
	1		Credit 1.5	Innovation in Design: Specific Title	1
1			Credit 2	LEED Accredited Professional	1
2	2		**Regional Priority Credits**	**Possible Points:**	**4**
	1		Credit 1.1	Regional Priority: Bicycle Storage and Changing Rooms	1
1			Credit 1.2	Regional Priority: Water Use Reduction	1
1			Credit 1.3	Regional Priority: Increased Ventilation	1
	1		Credit 1.4	Regional Priority: Measurement and Verification	1
33	61	17	**Total**	**Possible Points:**	**110**

Appendix – C

Sample indoor Air Quality Management Plan – During Construction

1. Construction IAQ Plan

The intent of this plan is to describe the measures to be taken in order to provide good indoor air quality (IAQ) not only during construction but also after construction is complete and the occupants have moved into the building. This **plan is based on the SMACNA standard "IAQ Guidelines for Occupied Buildings under Construction" and the requirements of the LEED**-NC v2009 Construction Program.

This document is to provide the framework for the General Contractor to create the project specific plan to minimize contamination in the building during construction and to flush the building prior to construction.

It is not the intent of this document to replace or supercede OSHA regulations as to safe construction workplace practices. It remains the responsibility of the Construction Manager and the individual subcontractors to maintain safe building and site operations.

The plan will address construction IAQ by recommending procedures in six areas of concern, which in turn will allow the building to achieve two LEED program points:

- HVAC system protection
- Contaminant source control
- Pathway interruption
- Housekeeping
- Scheduling
- Building flush-out

The following describes the specific measures to be performed in each area of concern:

2. HVAC Protection

- During construction, provide temporary MERV 8 filters at the return air system openings. Perform frequent periodic maintenance if the HVAC system is being utilized and replace filters as they become loaded. When activities that produce high dust, such as drywall sanding, concrete cutting, masonry work, wood sawing and insulating or pollution levels occur, seal off the return air system openings completely for the duration of the task.
- Shut down or seal off the return air during any demolition operations.
- If the HVAC system is not used during construction, seal off the supply and return air system openings to prevent the accumulation of dust and debris in the duct system. Seal the diffusers in plastic also.
- Do not use the mechanical rooms to store construction or waste materials. Keep rooms clean and neat.
- After construction, provide AHU filter media to meet the ASHRAE MERV Level 13 (80-90% efficient). Provide cut sheets on the filter media utilized with the MERV values highlighted.
- Provide periodic duct inspections during construction; if the ducts become contaminated due to inadequate protection, clean the ducts professionally in accordance with NADCA (National Air Duct Cleaning Association) standards.
- The General Contractor shall take photographs showing measures in place.

2. Source Control

- Odor and dust sources can be classified in one of three categories:

  Class 1. These are air pollutants expected to have only a nuisance impact on exposed occupants. Health effects should only occur in the case of very sensitive individuals.

  Class 2. These are air pollutants that could cause a moderate but temporary health impact in some occupants.

  Class 3. These are more hazardous air pollutants that could cause severe, acute, or chronic illness.

- Use low VOC products as indicated by the specifications to reduce potential problems.
- Restrict traffic volume and prohibit idling of motor vehicles where emissions could be drawn into the building.
- Utilize electric or natural gas alternatives for gasoline and diesel equipment where possible and practical.
- Cycle equipment off when not being used or needed.
- Exhaust pollution sources to the outside with portable fan systems. Prevent exhaust from recirculating back into the building.
- Keep containers of wet products closed as much as possible. Cover or seal containers of waste materials that can release odor or dust
- Protect stored on-site or installed absorptive building materials from weather and moisture; wrap with plastic and seal tight to prevent moisture absorption.
- The General Contractor shall take photographs showing measures in place.

3. Pathway Interruption

- Provide dust curtains or temporary enclosures to prevent dust from migrating to other areas when applicable.
- Locate pollutant sources as far away as possible from supply ducts and areas occupied by workers when feasible. Supply and exhaust systems may have to be shut down or isolated during such activity.
- During construction, isolate areas of work to prevent contamination of clean or occupied areas. Pressure differentials may be utilized to prevent contaminated air from entering clean areas.
- Depending on weather, ventilation using 100% outside air will be used to exhaust contaminated air directly to the outside during installation of VOC emitting materials.

4. Housekeeping

- Provide regular cleaning concentrating on HVAC equipment and building spaces to remove contaminants from the building prior to occupancy.
- All coils, air filters, fans and ductwork shall remain clean during installation and, if required, will be cleaned prior to performing the testing, adjusting and balancing of the systems.

- Suppress and minimize dust with wetting agents or sweeping compounds. Utilize efficient and effective dust collecting methods such as a damp cloth, wet mop, vacuum with particulate filters, or wet scrubber.
- Remove accumulations of water inside the building. Protect porous materials such as insulation and ceiling tile from exposure to moisture.
- Provide photographs of the above activities during construction to document compliance.

5. Scheduling and Construction Activity Sequence

- Schedule high pollution activities that utilize high VOC level products (including paints, sealers, insulation, adhesives, caulking and cleaners) to take place prior to installing highly absorbent materials (such as ceiling tiles, gypsum wall board, fabric furnishings, carpet and insulation, for example). These materials will act as 'sinks' for VOCs, odors and other contaminants, and release them later after occupancy.

6. Building Flush-out

- Clean the coils and fens, replace all filter media with MERV 13 (80-90% efficient) media when construction is complete and prior to operating HVAC system for flush-out.
- Operate the HVAC systems utilizing 100% outside air in all systems (where possible) for continuously for a two-week period prior to occupancy, providing 14,000 cubic feet of air per square foot of building served over the flush-out period.
- Check HVAC filters and systems daily. Replace filter media as loading occurs, or if media is dislodged from the holding rack.
- If filter media does get dislodged from the holding rack, shut down the unit and inspect the downstream ductwork for dust, dirt and debris carryover. If needed, professionally clean the ductwork per NADCA standards.
- When flush-out is complete and building is ready for occupancy, replace all filter media one final time with MERV 13 filters.

Refer to attached Planning Checklist and Inspection Checklist for use in planning activities and confirming that measures selected are utilized.

PLANNING AND INSPECTION CHECKLISTS

The planning and inspection checklists included in this document cover a range of building systems and projects. These lists may be useful in documenting problem areas, identifying responsibility, communicating the problem to the responsible party, and serving as follow-up reminders.

The checklists are generic and include a list of items, not all of which are applicable for every project. Therefore, the lists should be used as generic masters, to be revised to suit the needs of specific equipment and systems in specific projects. Some items will not be relevant and should be deleted from the project checklists. Other items may need to be added.

399 Binney Street
12/19/2017
Page 27

Planning Checklist

Project: **Project**
Phase/Area _____

1.0 Potential Emissions	**Source**	**Class**
1.1 Materials disturbed		
1.2 New products		
1.3 Equipment operation		
1.4 System disruption		
1.5 Waste materials		

2.0 Pathway	**Affected Areas**	**Worst–Case**
2.1 HVAC recirculation		
2.2 Direct exposure		
2.3 Negative pressure		
2.4 Tracking		

399 Binney Street
12/19/2017
Page 28

3.0 Controls	**Options**	**Comments**
3.1 HVAC protection		
3.2 Product substitution		
3.3 Equipment modification		
3.4 Local exhaust		
3.5 Air cleaning		
3.6 Covering/sealing		
3.7 Negative Pressure		
3.8 Barriers		
3.9 Source relocation		
3.10 Dust suppression		
3.11 Upgraded cleaning		
3.12 Buffer zones		
3.13 Off–hours		

3. Instructions

For larger projects, review by phase or area (do separate checklist for each).

Section 1.0: Select Class 1, 2, or 3. Refer to Page 3 for Classes.

Section 2.0: Describe area and/or attach floor plan. Note approximate occupancy during impact. Discuss worst-case scenarios (emissions/occupancy/pathway).

Section 3.0: Note pros and cons of each option.

399 Binney Street
12/19/2017
Page 29

General Inspection Checklist

Project: **Project**

Status _____

Date _____

Inspector _____

Contractor(s) _____

1.0 Active Work Areas	**Location**	**Odor?**	**Dust?**
1.1 Materials disturbed			
1.2 New products			
1.3 Equipment operation			
1.4 System disruption			
1.5 Waste materials			

2.0 Potentially Affected Areas	**Location**	**Odor?**	**Dust?**
2.1 HVAC recirculation			
2.2 Direct exposure			
2.3 Negative pressure			
2.4 Tracking			

399 Binney Street
12/19/2017
Page 30

3.0 Controls	**Description**	**Status**
3.1 HVAC protection		
3.2 Source control		
3.3 Pathway interruption		
3.4 Housekeeping		
3.5 Scheduling		
4.0 Occupant complaints/observations		
5.0 Occupant complaints/observations		

399 Binney Street
12/19/2017
Page 31

Weekly Checklist – IAQ Management Tasks

Week	Date	Task	Description	Responsible Party	Status	Date Taken	Photo
		HVAC Protection					
		Source Control					
		Housekeeping					
		Pathway Interruption					
		Scheduling					
		HVAC Protection					
		Source Control					
		Housekeeping					
		Pathway Interruption					
		Scheduling					

Schedule 2(e)

Well Building Guidelines
https://www.wellcertified.com/en

WELL BUILDING STANDARDS

Landlord and Tenant shall each abide by the following WELL Building Standards and any rules and regulations of general application to all similarly situated Building tenants that may reasonably be implemented by Landlord to ensure compliance with the WELL Building Standards, including, without limitation, the International WELL Building Institute's WELL Building Standard for Core and Shell Construction: Details on the requirements for each certification can be found at www.wellcertified.com.

The WELL Building Standard marries best practices in design and construction with evidence-based health and wellness interventions. It harnesses the built environment as a vehicle to support human health, well-being and comfort. WELL Certified spaces and developments can lead to a built environment that helps to improve the nutrition, fitness, mood, sleep, comfort and performance of its occupants. This is achieved in part by implementing strategies, programs and technologies designed to encourage healthy, more active lifestyles and reducing occupancy exposure to harmful chemicals and pollutants.

The following Wellness practices and strategies establish a process through with the Tenant can elevate human health and comfort to the forefront of building practices and reinvent buildings that are not only better for the planet, but also for people.

WELLNESS STRATEGIES

Tenant shall use reasonable efforts to adhere to the following standards so that Landlord and Tenant may achieve the WELL Building Standards.

A. **Smoking Ban (Precondition 02):** Smoking and the use of e-cigarettes is prohibited inside the building. A smoking ban is in effect within 25 feet of all entrances, operable windows and building air intakes. A smoking ban is in effect on all decks, patios, balconies, rooftops and all other regularly occupied exterior building spaces. Signage shall be provided by the Landlord stating the restriction.

B. **VOC Reduction (Precondition 04):** Tenant must select materials that meet WELL Air Quality Standards, including the compliance with the following items listed below. Tenant may choose to comply with furniture standards, but is not mandated by the Landlord.

a. **PART 1: INTERIOR PAINTS AND COATINGS**

The VOC limits of newly applied paints and coatings meet one of the following requirements:

i. 100% of installed products meet California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or South Coast Air Quality Management District (SCAQMD) Rule 1113, effective June 3, 2011 for VOC content.

ii. At minimum 90%, by volume, meet the California Department of Public Health (CDPH) Standard Method v1.1-2010 for VOC emissions.

iii. Applicable national VOC control regulations or conduct testing of VOC content in accordance with ASTM D2369-10; ISO 11890, part 1; ASTM D6886-03; or ISO 11890-2.

b. **PART 2: INTERIOR ADHESIVES AND SEALANTS**

The VOC limits of newly applied adhesives and sealants meet one of the following requirements:

i. 100% of installed products meet South Coast Air Quality Management District (SCAQMD) Rule 1168, July 1 2005 for VOC content.

ii. At minimum 90%, by volume, meet the California Department of Public Health (CDPH) Standard Method v1.1-2010 for VOC emissions.

iii. Applicable national VOC control regulations or conduct testing of VOC content in accordance with ASTM D2369-10; ISO 11890, part 1; ASTM D6886-03; or ISO 11890-2.

c. **PART 3: FLOORING**

The VOC content of all newly installed flooring must meet all limits set by the following, as applicable:

i. California Department of Public Health (CDPH) Standard Method v1.1-2010.

d. **PART 4: INSULATION**

The VOC content of all newly installed thermal and acoustic insulation in ceilings and walls must meet all limits set by the following, as applicable:

i. California Department of Public Health (CDPH) Standard Method v1.1-2010.

C. **Construction Pollution Management (Precondition 07):** Tenant construction must minimize the introduction of air pollutants during construction and remove pollutant build up before occupancy. This feature has a direct overlap with LEED v4 EQ Credit: Construction Indoor Air Quality Management Plan. Specific requirements include:

a. **PART 1: DUCT PROTECTION**

To prevent pollutants from entering the ventilation system, all ducts are either:

i. Sealed and protected from possible contamination during construction.

ii. Vacuumed out prior to installing registers, grills and diffusers.

b. **PART 2: FILTER REPLACEMENT**

To prevent pollutants from entering the air supply post-occupancy, if the ventilation system is operating during

i. All filters are replaced prior to occupancy.

c. **VOC ABSORPTION MANAGEMENT**

To prevent building materials from absorbing and later releasing VOCs emitted by other (source) materials during construction, the following requirements are met:

i. A secure area is designated to store and protect absorptive materials, including but not limited to carpets, acoustical ceiling panels, fabric wall coverings, insulation, upholstery and furnishings.

ii. Wet materials, including but not limited to adhesives, wood preservatives and finishes, sealants, glazing compounds, paints and joint fillers are installed and allowed to fully cure, prior to installation of absorptive materials.

iii. Hard finishes requiring adhesive installation are installed and allowed to dry for a minimum of 24 hours, prior to installation of absorptive materials.

d. **DUST CONTAINMENT AND REMOVAL**

The following procedures are followed during building construction:

i. All active areas of work are isolated from other spaces by sealed doorways or windows or through the use of temporary barriers.

ii. Walk-off mats are used at entryways to reduce the transfer of dirt and pollutants.

iii. Saws and other tools use dust guards or collectors to capture generated dust

D. **Pesticide Management (Precondition 10):** Tenant must create a pest management system that reduces pesticides and herbicide use and eliminates highly toxic chemicals. Most pest management systems do not prohibit the application of harmful chemicals, so this feature further requires that only approve products are used. This scope is applicable if the tenant has indoor plants, green walls and all other biophillic elements. Specific requirements include:

a. **PART 1: PESTICIDE USE**

The following conditions are met for all pesticides and herbicides used on plants:

i. Pesticide and herbicide use is minimized by creating a use plan based on Chapter 3 of the San Francisco Environment Code Integrated Pest Management (IPM) program.

ii. Only pesticides with a hazard tier ranking of 3 (least hazardous) as per The City of San Francisco Department of the Environments (SFE) Reduced-Risk Pesticide List are used. Refer to Table A2 in Appendix C of the WELL Building Standard for more details.

E. **Fundamental Material Safety (Precondition 11):** Tenant is restricted in use of Mercury Containing equipment. The other components of Precondition 11 are not applicable to Tenant Scope.

a. **PART 5: MERCURY LIMITATION**

Mercury-containing equipment and devices are restricted in accordance with the below guidelines:

i. Project does not specify or install new mercury containing thermometers, switches and electrical relays.

ii. Project develops a plan to upgrade current mercury-containing lamps to low- mercury or mercury-free lamp technology per limits specified in Appendix C, Table A5 of the WELL Building Standard.

iii. Illuminated exit signs only use Light-Emitting Diode (LED) or Light-Emitting Capacitor (LEC) lamps.

iv. No mercury vapor or probe-start metal halide high intensity discharge lamps are in use.

F. **Solar Glare Control (Optimization 56):** Tenant is required to comply with Landlord Interior Window Shade Design standards, as well as the City of Cambridge Special Permit Application Requirements. In addition, the Tenant must comply with WELL Building Requirements pertinent to Solar Glare Control.

a. **PART 1: VIEW WINDOW SHADING**

Applicable to Glazing less than 7’-0” above the floor.

i. Interior Window shading or blinds are controllable by the occupants or set on a timer.

b. **PART 2: DAYLIGHT MANAGEMENT**

Applicable to Glazing greater than 7’-0” above the floor.

i. Interior Window shading or blinds are controllable by the occupants or set on a timer.

G. **ADA Accessible Design Standards (Precondition 72):** All Tenant construction must comply with current ADA Standards for Accessible Design.

H. **Thermal Comfort (Precondition 76):** The property is a mechanically ventilated project. The Tenant must meet the design, operating and performance criteria of ASHRAE Standard 55-2013 Section 5.3, Standard Comfort Zone Compliance

EXHIBIT D TO LEASE

ACKNOWLEDGMENT OF COMMENCEMENT DATE

This **ACKNOWLEDGMENT OF COMMENCEMENT DATE** is made as of this _____ day of _____, _____ between **ARE-MA REGION NO. 58, LLC**, a Delaware limited liability company ("**Landlord**"), and **RELAY THERAPEUTICS, INC.,** a Delaware corporation ("**Tenant**"), and is attached to and made a part of the Lease dated as of January __, 2018 (the "**Lease**"), by and between Landlord and Tenant. Any initially capitalized terms used but not defined herein shall have the meanings given them in the Lease.

Landlord and Tenant hereby acknowledge and agree, for all purposes of the Lease, that the Commencement Date of the Base Term of the Lease is _____, _____, the Rent Commencement Date is _____, _____, and the termination date of the Base Term of the Lease shall be midnight on _____, _____. In case of a conflict between this Acknowledgment of Commencement Date and the Lease, this Acknowledgment of Commencement Date shall control for all purposes.

IN WITNESS WHEREOF, Landlord and Tenant have executed this ACKNOWLEDGMENT OF COMMENCEMENT DATE to be effective on the date first above written.

TENANT:

RELAY THERAPEUTICS, INC.,
a Delaware corporation

By:_____
Print Name:_____
Title:_____

LANDLORD:

ARE-MA REGION NO. 58, LLC,
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation,
general partner

By:_____
Print Name:_____
Title:_____

EXHIBIT E TO LEASE

RULES AND REGULATIONS

1. The sidewalk, entries, and driveways of the Project shall not be obstructed by Tenant, or any Tenant Party, or used by them for any purpose other than ingress and egress to and from the Premises.

2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Project.

3. Except for animals assisting the disabled, no animals shall be allowed in the offices, halls, or corridors in the Project.

4. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises.

5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense.

6. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically approved in the Lease. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project.

7. Parking any type of recreational vehicles is specifically prohibited on or about the Project. Except for the overnight parking of operative vehicles, no vehicle of any type shall be stored in the parking areas at any time. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings. All parking will be open parking, and no reserved parking, numbering or lettering of individual spaces will be permitted except as specified by Landlord.

8. Tenant shall maintain the Premises free from rodents, insects and other pests.

9. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.

10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Premises.

12. Tenant shall not permit storage outside the Premises, including without limitation, outside storage of trucks and other vehicles, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.

13. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.

14. No auction, public or private, will be permitted on the Premises or the Project.

15. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.

16. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.

17. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

18. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.

19. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.

EXHIBIT F TO LEASE

TENANT'S PERSONAL PROPERTY

None.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this **"First Amendment")** is made as of November 12, 2019, by and between **ARE-MA REGION NO. 58, LLC,** a Delaware limited liability company **("Landlord"),** and **RELAY THERAPEUTICS, INC.,** a Delaware corporation **("Tenant").**

RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of January 10, 2018 (the **"Lease")** Pursuant to the Lease, Tenant leases certain premises consisting of approximately 44,336 rentable square feet (the **"Premises")** in that certain building located as 399 Binney Street, Cambridge, Massachusetts (the **"Building")** The Premises are more particularly described in the Lease Capitalized terms used herein without definition shall have the meanings defined for such terms in the Lease

B. A re-measurement of the Premises and the Building was performed by Landlord Pursuant to such addition of the re-measurement, (i) the Premises consists of (y) the entire second floor of the Building containing approximately 43,824 rentable square feet, and (z) a portion of the fourth floor of the Building containing approximately 983 rentable square feet, (ii) the Building contains approximately 165,398 rentable square feet, and (iii) the Project contains approximately 815,671 rentable square feet.

C. Landlord and Tenant desire, subject to the terms and conditions set forth below, to amend the Lease to, among other things, amend the Lease to reflect the changes to the rentable square footages of the Premises, the Building and the Project resulting from the re-measurement

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Premises and Rentable Area of Premises.** As of the date of this First Amendment, the defined terms **"Premises," "Rentable Area of Premises," "Rentable Area of Project"** and **"Rentable Area of Building"** on page 1 of the Lease shall be deleted in their entirety and replaced with the following:

   "Premises: That portion of the Building containing approximately 44,807 rentable square feet, consisting of (i) the entire second floor of the Building containing approximately 43,824 rentable square feet, (the **"Second Floor Space"),** and (ii) a portion of the 4th floor containing approximately 983 rentable square feet (the **"Fourth Floor Premises"),** all as shown on **Exhibit A "**

   "Rentable Area of Premises: 44,807 rentable square feet"

   "Rentable Area of Project: 815,671 rentable square feet"

   "Rentable Area of Building: 165,398 rentable square feet"

   For the avoidance of doubt, there shall be no adjustments to any Tl Allowance or Additional Tl Allowance provided under the Lease resulting from the re-measurement of the Premises

2. **Base Rent.** As of the Rent Commencement Date (i.e., April 25, 2019), notwithstanding the results of the re-measurement, the Base Rent payable under the Lease with respect to the Premises is $295,573.33 per month ($3,546,879.96 per year), subject to adjustment during the Base Term as provided in Section 4 of the Lease.

3. **Building's Share of Project; Tenant's Share** As of the date of this First Amendment, the defined terms **"Building's Share of Project"** and **"Tenant's Share"** on page 1 of the Lease shall be deleted in their entirety and replaced with the following:

"**Building's Share of Project:** 20.28%"

"**Tenant's Share:** 27.09%"

Notwithstanding the foregoing, during the Base Term of the Lease, for the purposes of amounts payable by Tenant under the Lease with respect to Operating Expenses, **"Building's Share of Project"** shall be deemed to be 20.27% and **"Tenant's Share"** shall be deemed to be 26.84%.

4. **OFAC.** Tenant and all beneficial owners of Tenant are currently (a) in compliance with and shall at all times during the Term of the Lease remain in compliance with the regulations of the Office of Foreign Assets Control **("OFAC")** of the U.S Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the **"OFAC Rules"),** (b) not listed on, and shall not during the term of the Lease be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

5. **Miscellaneous**

a. This First Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions This First Amendment may be amended only by an agreement in writing, signed by the parties hereto

b. This First Amendment is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns

c. This First Amendment may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this First Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures

d. Except as amended and/or modified by this First Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this First Amendment In the event of any conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall prevail Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

TENANT:

RELAY THERAPEUTICS, INC.,
a Delaware corporation

By: /s/ Brian Adams
Print Name: Brian Adams
Title: General Counsel

LANDLORD:

ARE-MA REGION NO. 58, LLC
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation.
General partner

By: /s/ Jackie Clem
Print Name: Jackie Clem
Title: Senior Vice President, RE Legal Affairs

Exhibit 10.9

Execution Version

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between Relay Therapeutics, Inc., a Delaware corporation (the "Company"), and Sanjiv K. Patel, M.A., M.D., MBA (the "Executive") and is effective as of the date it becomes fully executed by the parties hereto (the "Effective Date"). Except with respect to the Equity Documents (as defined below), this Agreement supersedes in all respects all prior agreements between the Executive and the Company regarding the subject matter herein, including without limitation (i) the employment letter agreement between the Executive and the Company dated February 11, 2017 (the "Prior Agreement"), and (ii) any offer letter, employment agreement or severance agreement.

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the new terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The Company shall employ the Executive and the Executive shall be employed by the Company pursuant to this Agreement commencing as of the Effective Date and continuing until such employment is terminated in accordance with the provisions hereof (the "Term"). The Executive's employment with the Company shall continue to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

(b) Position and Duties. The Executive shall serve as the President and Chief Executive Officer ("CEO") of the Company (and in such position, the Company's most senior officer) and shall have such powers and duties as may from time to time be prescribed by the Board of Directors (the "Board") consistent with such position. In addition, during the Executive's employment, he shall serve as a member of the Board; provided, during any period in which shares of the Company's common stock are publicly traded on a national stock exchange, the Company shall be required to cause the Executive to be nominated for election to the Board and to be recommended to the stockholders for election to the Board (in the discretion of the shareholders) as long as the Executive remains the CEO; provided further, that the Executive shall be deemed to have resigned from the Board and from any related positions upon ceasing to serve as CEO for any reason. The Executive shall devote the Executive's full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not interfere with the Executive's performance of the Executive's duties to the Company. To the extent applicable, the Executive shall be deemed to have resigned from all officer and board member positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates upon the termination of the Executive's employment for any reason. The Executive shall execute any documents in reasonable form as may be requested to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary. The Executive's initial base salary shall be paid at the rate of $585,000 per year. The Executive's base salary shall be subject to periodic review for increase (but not decrease) by the Board or the Compensation Committee of the Board (the "Compensation Committee"). The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for executive officers.

(b) Annual Incentive Compensation. The Executive shall be eligible to receive annual cash incentive compensation as determined by the Board or the Compensation Committee from time to time in accordance with the applicable annual cash incentive compensation plan of the Company. The Executive's initial target annual incentive compensation shall be fifty-five percent (55%) of the Executive's Base Salary. The Executive's target annual incentive compensation shall be subject to periodic review by the Board or the Compensation Committee for increase (but not decrease). The target annual incentive compensation in effect at any given time is referred to herein as "Target Bonus." The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein or in the applicable incentive compensation plan, to earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its executive officers.

(d) Other Benefits. The Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time for its executive officers, subject to the terms of such plans.

(e) Paid Time Off. The Executive shall be entitled to take paid time off in accordance with the Company's applicable paid time off policy for executives, as may be in effect from time to time.

(f) Equity. The equity awards held by the Executive shall continue to be governed by the terms and conditions of the Company's applicable equity incentive plan(s) and the applicable award agreement(s) governing the terms of such equity awards held by the Executive (collectively, the "Equity Documents"); provided, however, and notwithstanding anything to the contrary in the Equity Documents, Section 5(c), Section (6)(a)(iii) and Section 7 of this Agreement shall apply in the event of certain terminations during the Change in Control Period (as defined below). Notwithstanding anything to the contrary in the Equity Documents,

in the event that the Board shall determine that the Executive forfeits any restricted stock that was granted to him pursuant to the Restricted Stock Award Notice and Agreement dated March 16, 2017 in connection with the commencement of his employment (the "Restricted Stock") in a Change in Control (as defined below), or a Sale Event as defined in the 2016 Stock Option Grant Plan, because the Restricted Stock grant is not assumed or continued in connection with such Change in Control (or Sale Event), the unvested portion of the Executive's Restricted Stock shall become 100% vested and nonforfeitable, which shall be deemed effective immediately prior to such Board determination.

3. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform or expected to be unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq*. and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following:

(i) the Executive's dishonest statements or acts with respect to the Company or any affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business that results in or is reasonably anticipated to result in material harm to the Company;

(ii) the Executive's commission of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud;

(iii) the Executive's substantial continued failure to perform the Executive's assigned duties and responsibilities which failure continues for thirty (30) days after written notice given to the Executive by the Board describing such failure in reasonable detail in the reasonable good faith judgment of the Board;

(iv) the Executive's gross negligence, willful misconduct or insubordination with respect to the Company that results in or is reasonably anticipated to result in material harm to the Company (economic or otherwise); or

(v) the Executive's material violation of any provision of any agreement(s) between the Executive and the Company, including any agreement relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

For purposes hereof, no act or omission to act by the Executive shall be "willful'' if conducted in good faith with a reasonable belief that such act or omission was in the best interests of the Company.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or 3(b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate employment hereunder at any time for any reason, including but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has completed all steps of the Good Reason Process (hereinafter defined) following the any of the following events occurring without the Executive's consent (each, a "Good Reason Condition"):

(i) a material diminution in the Executive's responsibilities (including reporting responsibilities), authority and/or duties (and for which purpose, such material diminution shall be deemed to occur upon any transaction in which the Company (or successor) becomes a subsidiary of another entity unless the Executive is serving in the same office and as a member of the Board, as the Executive was last serving with the Company under this Agreement, with the top-most parent of such group of entities that includes the Company (or successor) as a subsidiary);

(ii) a material diminution in the Executive's Base Salary except for across-the-board salary reductions (not exceeding ten percent of the Executive's then-current Base Salary) based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company;

(iii) a change of more than 50 miles in the geographic location at which the Executive provides services to the Company on the Effective Date; or

(iv) a material violation of any provision of this Agreement or any other agreement between the Company and the Executive.

Notwithstanding the foregoing, a suspension of the Executive's responsibilities, authority and/or duties for the Company, not to exceed 30 days, during any portion of a bona fide internal investigation or an investigation by regulatory or law enforcement authorities shall not be a Good Reason Condition.

The "Good Reason Process" consists of the following steps:

(i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred;

(ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 30 days of the first occurrence of such condition;

(iii) the Executive cooperates in good faith with the Company's efforts, for a period of 30 days following such notice (the "Cure Period"), to remedy the Good Reason Condition;

(iv) notwithstanding such efforts, the Good Reason Condition continues to exist without cure upon expiration of the Cure Period; and

(v) the Executive terminates employment within 60 days after the end of the Cure Period.

If the Company cures the Good Reason Condition during the Cure Period, such Good Reason Condition shall be deemed not to have occurred.

If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned and accrued unused paid time off through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Obligations").

4. Notice and Date of Termination.

(a) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, and (i) if terminated by the Company for Cause under Section 3(c), the basis for such termination described with particularity or (ii) if terminated by the Executive for Good Reason under Section 3(e), notice as required under the Good Reason Process.

(b) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by death, the date of death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3(d), the date on which a Notice of Termination is given or the date otherwise specified by the Company in the Notice of Termination; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates employment for Good Reason as provided in Section 3(e), each outside of the Change in Control Period (as defined below), then, in addition to the Accrued Obligations, and subject to (i) the Executive signing a separation agreement and release substantially in the form and manner attached hereto as Exhibit A, which shall include, without limitation, a general release of claims against the Company and all related persons and entities, a reaffirmation of all of the Executive's Continuing Obligations (as defined below), and, in the Company's sole discretion, a one-year post-employment noncompetition agreement, and shall provide that if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount shall immediately cease (the "Separation Agreement and Release") and (ii) the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), which shall include a seven (7) business day revocation period:

(a) the Company shall pay the Executive an amount equal to the sum of (A) eighteen (18) months of the Executive's then current Base Salary plus (B) the Executive's Target Bonus for the then-current year (the "Severance Amount"); provided, in the event the Executive is entitled to any payments pursuant to the Restrictive Covenants Agreement, the Severance Amount received in any calendar year will be reduced by the amount the Executive is paid in the same such calendar year pursuant to the Restrictive Covenants Agreement (the "Restrictive Covenants Agreement Setoff"); and

(b) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have

made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the eighteen (18) month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to applicable tax-related deductions and withholdings and paid on the Company's regular payroll dates; and

(c) notwithstanding anything to the contrary in any applicable option agreement, restricted stock (including the Restricted Stock) or other stock-based award agreement, any time-based stock options, restricted stock (including the Restricted Stock) and other stock-based awards subject to time-based vesting held by the Executive (the "Time-Based Equity Awards") that would have vested in the 12-month period that follows the Date of Termination shall immediately accelerate and become fully exercisable or nonforfeitable as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"), such acceleration to include pro rata vesting of that portion of the vesting quarter ending after expiration of the applicable 12-month period, based on the number of days falling within the applicable 12-month period during such quarter divided by 91; *provided* that any termination or forfeiture of the unvested portion of such Time-Based Equity Awards that would otherwise occur on the Date of Termination in the absence of this Agreement shall be suspended for a 61-day period without further vesting during such period and such termination or forfeiture shall occur upon the expiration of such 61-day period only to the extent such equity has not become vested pursuant to Section 5 or Section 6 of this Agreement; and

(d) the Company shall provide the Executive with reasonable outplacement services as determined by the Company during the twelve (12)-month period following the Date of Termination.

The amounts payable under Section 5, to the extent taxable, shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve (12) months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount, to the extent it qualifies as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement that is part of a series of installment payments is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

6. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason within the Change in Control Period. The provisions of this Section 6 shall apply in lieu of, and expressly supersede, the provisions of Section 5 if (i) the Executive's employment is terminated either (a) by the Company without Cause as provided in Section 3(d), or (b) by the Executive for Good Reason as provided in Section 3(e), and (ii) the Date of Termination is within 60 days before or 18 months after the occurrence of the first event constituting a Change in Control (such period, the "Change in Control Period"). If the Executive has signed a Separation Agreement and Release that has become irrevocable and is entitled to the benefits under Section 5 of this Agreement as a result of a termination by the Company without Cause or by the Executive for Good Reason within 60 days before the occurrence of the first event constituting a Change in Control (that also satisfies Treasury Regulation Section 1.409A-3(i)(5)), any payments and benefits payable before the Change in Control will continue to be treated as payable under Section 5, and any payments and benefits payable after the Change in Control will be paid under this Section 6, provided that the lump sum amount to be paid to the Executive pursuant to Section 6(a)(i) shall be decreased by any previously paid benefits to the Executive pursuant to Section 5. In no event may there be duplication of benefits under Section 5 and Section 6. The provisions of this Section 6 shall terminate and be of no further force or effect after the expiration of a Change in Control Period.

(a) If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates employment for Good Reason as provided in Section 3(e) and in each case the Date of Termination occurs during the Change in Control Period, then, in addition to the Accrued Obligations, and subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release but in no event more than 60 days after the Date of Termination:

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to 1.5 times the sum of (A) the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control, if higher) plus (B) the Executive's Target Bonus for the then-current year (the "Change in Control Payment"); provided the Change in Control Payment shall be reduced by the amount of the Restrictive Covenants Agreement Setoff, if applicable; and

(ii) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under COBRA, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the eighteen (18) month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to applicable tax-related deductions and withholdings and paid on the Company's regular payroll dates; and

(iii) notwithstanding anything to the contrary in any applicable option agreement or other stock-based award agreement, all Time-Based Equity Awards shall immediately accelerate and become fully exercisable or nonforfeitable as of the Accelerated Vesting Date; *provided* that any termination or forfeiture of the unvested portion of such Time-Based Equity Awards that would otherwise occur on the Date of Termination in the absence of this Agreement will be delayed until the effective date of the Separation Agreement and Release and will only occur if the vesting pursuant to this subsection does not occur due to the absence of the Separation Agreement and Release becoming fully effective within the time period set forth therein. Notwithstanding the foregoing, no additional vesting of the Time-Based Equity Awards shall occur during the period between the Executive's Date of Termination and the Accelerated Vesting Date; and

(iv) the Company shall provide the Executive with reasonable outplacement services as determined by the Company during the twelve (12)-month period following the Date of Termination.

The amounts payable under this Section 6(a), to the extent taxable, shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payments to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A of the Code, shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) If requested by the Executive in connection with a transaction that qualifies under Section 280G(b)(5)(A)(ii)(I) of the Code, the Company agrees to give due consideration to obtaining such vote by disinterested shareholders (and/or members) as may be necessary such that Section 280G of the Code and the applicable Treasury Regulations thereunder will not apply to any compensation, payment or distribution by the Company to the Executive in connection with such transaction. Absent such vote, and anything in this Agreement or any other plan or agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction

that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 6(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 6(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), at Company expense, which determination shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Agreement, "Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a "Change in Control" shall be deemed to have occurred for purposes of the foregoing clause (i).

7. Vesting upon Termination due to Death or Disability within the Change in Control Period. If, during the Change in Control Period (and without limiting the applicability of the last sentence of Section 2(f) above), the Executive's employment terminates due to the Executive's death pursuant to Section 3(a) or the Executive's disability pursuant to Section 3(b), then, notwithstanding anything to the contrary in any applicable option agreement or other stock-based award agreement, all Time-Based Equity Awards shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination. To effectuate such additional vesting under this Section 7, if the Executive's employment terminates due to the Executive's death pursuant to Section 3(a) or the Executive's disability pursuant to Section 3(b), any termination or forfeiture of the unvested portion of such Time-Based Equity Awards that would otherwise occur on the Date of Termination in the absence of this Agreement shall be suspended for a 61-day period without further vesting during such period and such termination or forfeiture shall occur upon the expiration of such 61-day period only to the extent such equity has not become vested pursuant to this Agreement.

8. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement or otherwise on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall

not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement or the Restrictive Covenants Agreement that is part of a series of installment payments is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

9. Continuing Obligations.

(a) Restrictive Covenants Agreement. As a condition of employment, the Executive is required to enter into the Employee Confidentiality, Assignment, Nonsolicitation and Noncompetition Agreement, attached hereto as Exhibit B (the "Restrictive Covenants

Agreement"). The Executive acknowledges that the benefits of this Agreement, to which the Executive was not previously entitled, are fair and reasonable consideration independent from the continuation of employment sufficient to support the Restrictive Covenants Agreement. For purposes of this Agreement, the obligations in this Section 9 and those that arise in the Restrictive Covenants Agreement and any other agreement relating to confidentiality, assignment of inventions, or other restrictive covenants shall collectively be referred to as the "Continuing Obligations."

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information, other than confidentiality restrictions (if any), or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(c) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company (which, after termination of employment, shall be at times and locales not interfering with the Executive's other full-time business endeavors) in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 9(c).

(d) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Continuing Obligations, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly**,** the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies that it may have, to seek an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

10. Indemnification. The Executive shall be entitled to indemnification in accordance with the Company's bylaws, charter, other organizational documents and applicable law; provided, that, respecting the Executive's service as CEO, the Executive will be entitled to advances under the bylaws on the same basis as directors. The Executive will be covered as an insured under any contract of directors and officers liability insurance that covers members of the Board. This Section 10 shall survive any termination of the Executive's employment, service as a member of the Board or of this Agreement, including pursuant to any Separation Agreement and Release with respect to all of the Executive's acts and omissions to act occurring during the Executive's employment or service as a member of the Board.

11. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the exclusive personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter, including the Prior Agreement, provided that the Equity Documents remain in full force and effect.

13. Withholding; Tax Effect. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

14. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenants Agreement) without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; provided further that, without limiting the applicability of Section 4(e) for a termination by the Executive for Good Reason, if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction, then the Executive shall not be entitled to any payments, benefits or vesting pursuant to Section 5 or pursuant to Section 6 of this Agreement solely as a result of such transaction. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns. In the event of the Executive's death at any time, any amounts owing to the Executive at the time of his death (including under Section 5 or Section 6) shall be paid to the Executive's estate.

15. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

17. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

19. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

20. Effect on Other Plans and Agreements. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 8 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. Except for the Restrictive Covenants Agreement, in the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 5 and Section 6 of this Agreement are mutually exclusive and, except as set forth in the second sentence of the first unnumbered paragraph of Section 6 in no event shall the Executive be entitled to payments or benefits pursuant to both Section 5 and Section 6 of this Agreement.

21. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

RELAY THERAPEUTICS, INC.

By: Alexis Borisy
Its: Chairman of the Board of Directors
Date: 3/25/2020

EXECUTIVE

/s/ Sanjiv K. Patel
Sanjiv K. Patel, M.A., M.D., MBA
Date: 3/25/2020

Exhibit A

Separation Agreement and Release

Exhibit B

Restrictive Covenants Agreement

Exhibit 10.10

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

COLLABORATION AND LICENSE AGREEMENT

by and between

D. E. Shaw Research, LLC,
a Delaware limited liability company,

and

Relay Therapeutics, Inc.,
a Delaware corporation

TABLE OF CONTENTS

COLLABORATION AND LICENSE AGREEMENT

This Collaboration and License Agreement (the "Agreement") is effective as of August 17, 2016 (the "Effective Date"), by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 215 First Street, Cambridge, MA 02142 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, DESRES is engaged in scientific research and drug discovery in the field of computational biochemistry;

WHEREAS, Company is a research and development company focused on allosteric drug discovery; and

WHEREAS, Company and DESRES desire to (a) collaborate together to conduct drug discovery efforts on certain targets and (b) have Company develop and commercialize certain pharmaceutical products, all in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, DESRES and Company hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 "Agreement Term" means, subject to earlier termination in accordance with ARTICLE 15, the Research Term plus, on a Category 1 Target-by-Category 1 Target basis, the period beginning at the end of the Research Term and ending on the date on which Company's obligations to pay royalties, milestone payments and Non-Royalty Income under this Agreement have expired with respect to such Category 1 Target and all Category 1 Compounds and Category 1 Products that Interact with such Category 1 Target. In the event that DESRES notifies Company, pursuant to Section 4.1(b)(ii), that DESRES is electing to forgo any and all future payments with respect to a given Category 1 Target, the Agreement Term shall expire with respect to such Category 1 Target upon the applicable Category 1 Target Payment Expiration Date. In the event that DESRES notifies Company, pursuant to Section 4.1(b)(ii), that DESRES is electing to forgo any and all future payments on all Category 1 Targets on which payments to DESRES either are or may in the future become due, the Agreement Term shall expire in its entirety upon the last applicable Category 1 Target Payment Expiration Date. For clarity, upon expiration of the Agreement Term with respect to a Category 1 Target, DESRES will no longer be bound by any exclusivity obligations with respect to such Target.

1.2 "Applicable Law" means any applicable law, rule or regulation, including any rules, regulations, guidelines or other requirements of any Governmental Authority, including any Regulatory Authority, and including common law, that may be in effect from time to time.

1.3 "Bind" means, with respect to a given Compound and a given Target that is or previously was a Category 1 Target or is a Category 2 Target, that such Compound Interacts with such Target with [***].

1.4 "Business Day" means any day, other than (a) a Saturday, (b) a Sunday or (c) a federal holiday in the United States.

1.5 "Calendar Quarter" means each period of three consecutive calendar months ending on March 31, June 30, September 30 and December 31 of each Calendar Year.

1.6 "Calendar Year" means each period of twelve consecutive calendar months commencing on January 1 and ending on December 31.

1.7 "Category 1 Compound" means any Compound that

[***]

1.8 "Category 1 Product" means a product containing at least one Category 1 Compound, and all formulations, dosages and delivery systems thereof. For clarity, [***].

1.9 "Category 1 Targets" means the targets that, as of the relevant time, are then categorized as Category 1 Targets, with the list of such Targets as of the Effective Date set forth on Exhibit A-1 attached hereto, as such Exhibit may be amended pursuant to Section 4.7.

1.10 "Category 2 Targets" means the targets that, as of the relevant time during the Research Term, are then categorized as Category 2 Targets, with the list of such Targets as of the Effective Date set forth on Exhibit A-2 attached hereto, as such Exhibit may be amended pursuant to Section 4.7.

1.11 "Category 3 Targets" means, as of the relevant time, any target that is not a Category 1 Target or Category 2 Target.

1.12 "Change Of Control" means, with respect to a Party, (a) a merger or consolidation of such Party with a single Third Party unless the holders of the outstanding voting securities of such Party immediately prior thereto hold at least fifty percent of the combined voting power of the surviving entity or of the direct or indirect parent of the surviving entity immediately after such merger or consolidation, (b) a transaction or series of related transactions in which a single Third Party that did not already Control such Party becomes the direct or indirect beneficial owner of fifty percent or more of the combined voting power of the outstanding securities of such Party or (c) the sale or other transfer of all or substantially all of such Party's assets to a single Third Party that did not already Control such Party.

1.13 "Claim" means any claim, lawsuit or proceeding brought by a Third Party, whether or not a lawsuit or other proceeding is filed.

1.14 "Clinical Proof of Concept" means, with respect to a product, the date that is the earlier of (a) [***] or (b) [***].

1.15 “Clinical Trial” means, with respect to a product, any human clinical trial of such product.

1.16 “Combination Product(s)” means any Category 1 Product that (a) [***], or (b) [***]. With respect to any Co-Formulated Combination Product, each active ingredient therein shall be considered a “Component” thereof, and, with respect to each Co-Packaged Combination Product, each product therein shall be considered a “Component” thereof.

1.17 “Commercially Reasonable Efforts” means the level of effort and resources consistent with the customary practices devoted by Company, or, in the absence of a material history of such practices by Company, the customary practices devoted by other similarly situated companies, to research, develop or commercialize a pharmaceutical product owned by it (or to which it has exclusive rights) at a similar stage of research, development or commercialization and of similar market potential, profit potential and strategic value, based on conditions then prevailing, taking into account, without limitation, issues of safety and efficacy, manufacturing and supply considerations, regulatory approval process, product labeling, product profile, the competitiveness of alternative products in the marketplace, pricing/reimbursement, the product portfolio of Company and its Subsidiaries (and the relevant Rights-Holding Parties and their Subsidiaries, if applicable), the likely timing of regulatory approval and market entry, the patent and other proprietary position, the likelihood of regulatory approval, and other relevant scientific, technical and commercial factors.

1.18 “Company Drug IP” means, with respect to a particular Target that is or previously was a Category 1 Target, the composition of matter, method of use, and/or method of manufacture of up to five hundred specific Compounds (the “Company Drug Compounds” for that Target), designated by Company, that Bind to that Target, subject to the following specifications, requirements, conditions and provisions:

(a) Up to ten of the Company Drug Compounds may be designated by Company as the Core Compounds for the applicable Target, where each “Core Compound” is a [***]. The remainder of the Company Drug Compounds shall be either [***].

(b) Designation of a Compound as a Company Drug Compound for a specified Category 1 Target shall be made in a notice (a “Company Drug Compound Designation Notice”) provided by Company to DESRES at any point during the Initial Research Term while such Target is a Category 1 Target, which notice shall specify:

[***]

(c) The composition of matter, method of use, and/or method of manufacture of a Compound shall become Company Drug IP only upon the receipt by DESRES of a valid Company Drug Compound Designation Notice designating such Compound as a Company Drug Compound. Once Company has designated a Compound as a Company Drug Compound for a particular Target, such designation by Company shall be irrevocable, and such Compound shall from that time forward be counted toward the five hundred–Compound maximum for such Target.

1.19 “Company Drug IP Patents” means Patents that solely claim Company Drug IP.

1.20 "Company Originator" means (a) Company or any of its Subsidiaries, (b) an employee or agent of Company or any of its Subsidiaries, (c) a subcontractor or Consultant acting on behalf of Company or any of its Subsidiaries or (d) with respect to particular Know-How or tangible property, a Person who has assigned such Know-How or tangible property, or any Patents to the extent claiming such Know-How or tangible property, to Company or any of its Subsidiaries.

1.21 "Company Separate Person" means (a) any stockholder or member of Company, (b) any Person that directly or indirectly Controls any such stockholder or member, (c) any heir or successor of any such stockholder or member or of any such Person that directly or indirectly Controls any such stockholder or member, or (d) any officer, director, employee, consultant or agent of Company, of any Subsidiary of Company, or of any Person set forth in clause (a), (b) or (c) of this Section 1.21.

1.22 "Compound" means any small molecule, biologic, nucleic acid, peptide or chemical fragment, or any active pharmaceutical ingredient; isotopic substitutions and pharmaceutically acceptable salts and polymorphs of a given Compound will be treated as the same Compound hereunder for all purposes (including for determining the number of Compounds under the first paragraph of Section 1.18). For clarity, [***].

1.23 "Conceive" means to conceive a particular invention as determined in accordance with the rules of inventorship under United States patent law.

1.24 "Confidential Information" means the information set forth in Section 1.24(a) below, but subject to the exclusions set forth in Section 1.24(b) below.

(a) Except as specified in Section 1.24(b) below, Confidential Information is:

(i) Company Drug IP and Company Drug IP Patents, which shall be considered Company's Confidential Information, with Company treated as the "Disclosing Party", and DESRES treated as the "Receiving Party", with respect thereto;

(ii) any Company Drug Compound Designation Notice, which shall be considered Company's Confidential Information, with Company treated as the "Disclosing Party", and DESRES treated as the "Receiving Party", with respect thereto;

(iii) the financial terms of this Agreement, which shall be considered the Confidential Information of each Party, with (A) Company treated as a "Disclosing Party", and DESRES treated as a "Receiving Party", with respect thereto, and also (B) DESRES treated as a "Disclosing Party", and Company treated as a "Receiving Party", with respect thereto;

(iv) with respect to a Compound that has been designated a Company Drug Compound, [***], which, in each case, (A) through (G), shall be considered Company's Confidential Information, with Company treated as the "Disclosing Party", and DESRES treated as the "Receiving Party", with respect thereto;

(v) with respect to a Compound that DESRES is aware [***], which, in each case, (X) through (Z), shall be considered Company's Confidential Information, with Company treated as the "Disclosing Party", and DESRES treated as the "Receiving Party", with respect thereto; provided that, except with respect to any such Compound that Company has designated as a Company Drug Compound, such fact, data, composition and methods will automatically no longer be treated as Confidential Information hereunder upon [***];

(vi)

(A) the Burdened Transaction agreements provided by Company to DESRES pursuant to Section 5.5(e),

(B) information included in the financial and other reports provided by Company to DESRES as required to satisfy Company's obligations under Section 6.2, Section 6.3 or Section 6.4, and

(C) the financial records of Company subject to audit in accordance with Section 6.5,

which, in each case, (A), (B) and (C), shall be considered Company's Confidential Information, with Company treated as the "Disclosing Party", and DESRES treated as the "Receiving Party", with respect thereto;

(vii) the fact that Company is researching, was researching, or is considering researching in the future a particular Target that is or ever was a Category 1 Target or Category 2 Target, which fact shall be considered Company's Confidential Information, with Company treated as the "Disclosing Party", and DESRES treated as the "Receiving Party", with respect thereto (but, for clarity, the fact that DESRES is, was, or is considering in the future researching any such Target, either with or without a collaborator, shall not be considered Confidential Information); and

(viii) the existence of an arbitration regarding any Dispute, the subject matter of any such Dispute, and the decision of the arbitrators with respect to any such Dispute (the foregoing in this Section 1.24(a)(viii), the "Arbitration Confidential Information"), which shall be considered the Confidential Information of each Party, with (A) Company treated as a "Disclosing Party", and DESRES treated as a "Receiving Party", with respect thereto, and also (B) DESRES treated as a "Disclosing Party", and Company treated as a "Receiving Party", with respect thereto.

(b) Notwithstanding Section 1.24(a), Confidential Information will exclude that portion of the information set forth in Section 1.24(a), if any, that:

(i) was already known to the Receiving Party or any of its Subsidiaries, other than under an obligation of confidentiality to the Disclosing Party, at the time of disclosure by the Disclosing Party or any of its Subsidiaries to the Receiving Party or any of its Subsidiaries;

(ii) was generally available to the public at the time of its disclosure by the Disclosing Party or any of its Subsidiaries to the Receiving Party or any of its Subsidiaries;

(iii) became generally available to the public after its disclosure by the Disclosing Party or any of its Subsidiaries to the Receiving Party or any of its Subsidiaries, other than through any wrongful act, fault or negligence of the Receiving Party or any of its Subsidiaries;

(iv) is disclosed to the Receiving Party or any of its Subsidiaries by a Third Party that, at the time of such disclosure, was not, to the Receiving Party's knowledge, subject to any obligations of confidentiality to the Disclosing Party with respect thereto; or

(v) is independently discovered or Generated by the Receiving Party or any of its Subsidiaries without the aid, application or use of the Disclosing Party's Confidential Information.

Other than as set forth in this Section 1.24, no information shall be considered Confidential Information unless otherwise agreed by the Parties in an express and specific writing prior to the disclosure of such information by one Party or any of its Subsidiaries to the other Party or any of its Subsidiaries.

1.25 "Consultant" means a Person who has executed an agreement to provide services on an independent contractor basis rather than on an employee basis.

1.26 "Contract Year" means each period of twelve consecutive calendar months commencing on the Effective Date or any anniversary thereof, and ending on the day immediately prior to the next subsequent anniversary of the Effective Date. For example, but without limitation, (a) the first Contract Year will commence on the Effective Date and end on the day immediately preceding the first anniversary of the Effective Date and (b) the second Contract Year will commence on the first anniversary of the Effective Date and end on the day immediately preceding the second anniversary of the Effective Date.

1.27 "Control" means (a) the direct or indirect ownership of at least fifty percent of the stock, membership interests or voting securities of an entity or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise.

1.28 "DESRES Originator" means (a) DESRES or any of its Subsidiaries, (b) an employee or agent of DESRES or any of its Subsidiaries, (c) a subcontractor or Consultant acting on behalf of DESRES or any of its Subsidiaries or (d) with respect to particular Know-How or tangible property, a Person who has assigned such Know-How or tangible property, or any Patents to the extent claiming such Know-How or tangible property, to DESRES or any of its Subsidiaries.

1.29 "DESRES Separate Person" means (a) any member or stockholder of DESRES, (b) any Person that directly or indirectly Controls any such member or stockholder, (c) any heir or successor of any such member or stockholder or of any such Person that directly or indirectly Controls any such member or stockholder, or (d) any officer, director, employee, consultant or agent of DESRES, of any Subsidiary of DESRES, or of any Person set forth in clause (a), (b) or (c) of this Section 1.29.

1.30 "DESRES Technology-Related Property" means

(a) the Anton supercomputer and any other supercomputer or other computational platform designed or built by or on behalf of DESRES or any Subsidiary of DESRES, whether before, on or after the Effective Date; and

(b) the Desmond software package and any other software package designed or implemented by or on behalf of DESRES or any Subsidiary of DESRES, whether before, on or after the Effective Date.

1.31 "DESRES Technology-Related Property Patents" means Patents that solely claim [***].

1.32 "Dispute" means any dispute, claim, or controversy between the Parties arising out of or relating to (a) this Agreement, (b) the breach, termination or validity of this Agreement or (c) the scope or applicability of the agreement to arbitrate set forth in ARTICLE 16.

1.33 "EMA" means the European Medicines Agency or its successor.

1.34 "Enforcing Party" means, as of the relevant time, with respect to a Jointly Owned Patent, the Party that has the right to enforce such Jointly Owned Patent, in accordance with Section 9.5.

1.35 "Exclusivity Period" means (a) with respect to a given Category 1 Target, the period of time [***], or (b) with respect to a given Category 2 Target, the period of time during the Initial Research Term when such Target is a Category 2 Target.

1.36 "Exclusivity Tail" means, for a given Target that is a Category 1 Target as of the end of the Initial Research Term, the period [***].

1.37 "Executive Officer" means (a) in the case of DESRES, [***], and (b) in the case of Company, the Chief Executive Officer or his or her designee with decision-making authority, neither of whom may be a JSC Representative. Each Party may change the individual designated as its Executive Officer for purposes of this Agreement from time to time by providing notice to the other Party in accordance with the terms of this Agreement.

1.38 "Exploratory Category 2 Activities" means the following activities that Company or any of its Subsidiaries may conduct (or have Third Parties conduct) during the Initial Research Term, solely for (and solely to the extent necessary for) the purpose of determining whether or not Company might wish to re-categorize any Category 2 Target as a Category 1 Target: [***].

1.39 “FDA” means the United States Food and Drug Administration or its successor.

1.40 “FD&C Act” means the United States Federal Food, Drug and Cosmetic Act, as amended.

1.41 “First Commercial Sale” means, on a Category 1 Product-by-Category 1 Product and country-by-country basis, the first commercial sale in an arm’s-length transaction of any unit of such Category 1 Product to a Third Party (other than a Rights-Holding Party) by or on behalf of Company, any of its Subsidiaries or any Rights-Holding Party in such country following applicable Regulatory Approval of such Category 1 Product in such country.

1.42 “Generate” means to Conceive, author or otherwise create particular Know-How or tangible property.

1.43 “GLP Nonclinical Study” means a non-human animal toxicology study of a given Compound or product conducted under good laboratory practices.

1.44 “Governmental Authority” means any multi-national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal).

1.45 “IND” means (a) an Investigational New Drug Application as defined in the FD&C Act and in applicable regulations promulgated thereunder by the FDA, or (b) the equivalent application to the equivalent Regulatory Authority in any other regulatory jurisdiction, the filing of which is necessary to initiate or conduct clinical testing of a pharmaceutical product in humans in such jurisdiction.

1.46 “Interact” means, with respect to a given Compound and a given Target, that such Compound spatially associates with such Target to form a covalently or non-covalently bound molecular complex, provided that such association is more than a non-specific or off-target association that lacks any intended therapeutic benefit for such Target.

1.47 “Joint Research Plan” means the research plan with respect to the Category 1 Targets as mutually agreed to by the Parties, the initial version of which is attached hereto as Exhibit B, as such plan may be changed from time to time in accordance with Section 2.4.

1.48 “Joint Research Program” means, subject to Section 4.4 and Section 4.5, all activities (and only such activities) conducted during the Research Term by either Party or any of such Party’s Subsidiaries under this Agreement, either alone or jointly with the other Party or any of such other Party’s Subsidiaries, including any such activities conducted under the Joint Research Plan, that are aimed at the Generation, identification, discovery or Pursuit of Compounds that Interact with any Category 1 Target.

1.49 “Jointly Owned Patent” means any Patent (a) claiming both Know-How solely owned by Company or any of its Subsidiaries and Know-How solely owned by DESRES or any of its Subsidiaries, and/or (b) claiming Know-How jointly owned by Company or any of its Subsidiaries and by DESRES or any of its Subsidiaries.

1.50 "Know-How" means all commercial, technical, scientific or other know-how, information, inventions, trade secrets, knowledge, technology, methods, processes, practices, formulae, mathematical techniques, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, designs, drawings, assembly procedures, computer programs, algorithms, specifications, data and results (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, preclinical, clinical, safety, manufacturing and quality control data and know-how, including regulatory data, study designs and protocols), in all cases, whether or not patented or patentable, in written, electronic, oral or any other form now known or hereafter developed.

1.51 "Marketing Authorization Application" or "MAA" means an application for Regulatory Approval in a country, territory or possession, including an NDA.

1.52 "NDA" means a New Drug Application, as defined in the FD&C Act and in applicable regulations promulgated thereunder by the FDA.

1.53 "Net Sales" means the gross amount invoiced by or on behalf of Company or any of its Subsidiaries or any Rights-Holding Party for sales or other transfers of any unit of a Category 1 Product to a Third Party ("Gross Sales"), less the following with respect to the sale of the relevant unit of such Category 1 Product to the extent included in Gross Sales:

(a) customary trade, quantity or cash discounts to the extent actually allowed and taken;

(b) amounts repaid or credited by reason of defects, recalls, rejections or returns;

(c) to the extent separately stated on purchase orders, invoices or other documents of sale, any taxes or other governmental charges levied on the sale, transportation, delivery or use of such Category 1 Product which are paid by or on behalf of Company, but excluding any taxes on net income;

(d) outbound transportation costs prepaid or allowed and costs of insurance in transit, to the extent separately stated on purchase orders, invoices or other documents of sale;

(e) rebates and chargebacks to customers and Third Parties (including Medicare, Medicaid, managed healthcare and similar types of rebates) granted and taken in the ordinary course of business or as required by Applicable Law; and

(f) delayed ship order credits or discounts.

For the avoidance of doubt, the following will not be considered Net Sales hereunder: (x) [***]; (y) [***]; and (z) [***].

If Company, any of its Subsidiaries or any Rights-Holding Party prices a Category 1 Product in order to gain or maintain sales of other products that are not Category 1 Products, then, for purposes of calculating the payments due hereunder, the Net Sales shall be adjusted to reverse any discount which was given to a customer that was in excess of customary discounts for such Category 1 Product (or, in the absence of relevant data for such Category 1 Product, other similar products under similar market conditions).

In the case of any sale of a Category 1 Product for consideration other than cash, such as barter or countertrade, Net Sales shall be calculated on the fair market value of consideration received.

In the event that a Category 1 Product is a Co-Formulated Combination Product or is sold as part of a Co-Packaged Combination Product, Net Sales, for the purposes of determining royalty payments on such Combination Product, means the greater of (A) [***], and (B) [***]:

[***]

All amounts shall be determined from the books and records of Company, its applicable Subsidiary or the applicable Rights-Holding Party, maintained in accordance with U.S. Generally Accepted Accounting Principles or International Financial Reporting Standards, as applicable, consistently applied.

1.54 "Non-Enforcing Party" means, as of the relevant time, with respect to a Jointly Owned Patent, the Party that is not the Enforcing Party with respect to such Jointly Owned Patent.

1.55 "Non-Prosecuting Party" means, as of the relevant time, with respect to a Jointly Owned Patent, the Party that is not the Prosecuting Party with respect to such Jointly Owned Patent.

1.56 "Non-Royalty Income" means any consideration, including up-front and milestone payments, received by or on behalf of Company or any of its Subsidiaries in connection with a transaction with a Third Party involving any Category 1 Targets, Category 1 Compounds or Category 1 Products (each such transaction, a "Burdened Transaction"), other than:

(a) royalty or profit share payments received by Company or any of its Subsidiaries on Net Sales, with respect to which Net Sales royalties are due to DESRES pursuant to Section 5.2;

(b) amounts received by Company for the purchase of debt or equity securities of Company at fair market value, as determined either

(i) if there is then an active market for such securities, by calculating the average of the closing prices of the securities on the applicable exchange or market over the thirty day period ending three Business Days prior to the closing of such securities purchase or

(ii) if there is not then an active market for such securities, by Company's Board of Directors in good faith, and,

in each case, (i) and (ii), with any amounts in excess of such fair market value deemed to be Non-Royalty Income;

(c) amounts received by Company or any of its Subsidiaries to cover its or their costs for conducting research, development or commercialization activities for the benefit of such Third Party (including reasonable FTE costs and reimbursement of Out-Of-Pocket expenses actually incurred, to the extent such costs would have been considered Out-Of-Pocket if they had not been reimbursed by such Third Party in such Burdened Transaction), but excluding any reimbursement of costs incurred prior to such Burdened Transaction; and

(d) amounts received by Company or any of its Subsidiaries to reimburse costs incurred by Company or any of its Subsidiaries to protect, enforce or defend any Patent, to the extent such costs would have been considered Out-Of-Pocket if they had not been reimbursed by such Third Party in such Burdened Transaction.

1.57 "Originator" means (a) with respect to Company, any Company Originator, and (b) with respect to DESRES, any DESRES Originator.

1.58 "Out-Of-Pocket" means, with respect to a payment, that a Party or one of its Subsidiaries (as applicable) actually pays the relevant amount of such payment, and neither such Party nor any Subsidiary of such Party has obtained, or is permitted to obtain and obtains, an offset, credit or reimbursement for, any such amount from a Third Party.

1.59 "Patent" means any patent or patent application, any substitution, divisional, continuation, or continuation-in-part, any patent issued with respect to any such patent application, any reissue, reexamination, utility model or design, renewal or extension (including any supplementary protection certificate) of any such patent, any confirmation patent, registration patent or patent of addition based on any such patent and any counterpart thereof in any country.

1.60 "Patent Contest" means any assertion by a Third Party (other than a patent office in the normal course of prosecution) that a Patent is invalid or unenforceable, including any interference, derivation proceeding, re-examination, pre- or post-grant review (including any *inter partes* review), invalidity or nullity action or opposition.

1.61 "Person" means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity or any Governmental Authority.

1.62 "Phase 2 Clinical Trial" means, with respect to a product, a human clinical trial of such product that would satisfy the requirements of 21 C.F.R. 312.21(b) or corresponding foreign regulations.

1.63 "Phase 3 Clinical Trial" means, with respect to a product, a human clinical trial of such product that (a) is performed with the intent to gain evidence, alone or with other Clinical Trials, to confirm with statistical significance the efficacy of such product in a target population, or (b) would satisfy the requirements of 21 C.F.R. 312.21(c) or corresponding foreign regulations.

1.64 "Prosecuting Party" means, as of the relevant time, with respect to a Jointly Owned Patent, the Party that has the right to prepare, file, prosecute and maintain such Jointly Owned Patent, in accordance with Section 9.1.

1.65 “Pursue” means, with respect to a given Compound, to research, develop, manufacture or commercialize such Compound.

1.66 “Regulatory Approval” means, with respect to a pharmaceutical product and a country or regulatory jurisdiction, all approvals necessary for the marketing and sale of such product for one or more indications in such country or regulatory jurisdiction, which may include satisfaction of all applicable regulatory and notification requirements, but which will exclude any pricing or reimbursement approvals. Regulatory Approvals include approvals by Regulatory Authorities of MAAs.

1.67 “Regulatory Authority” means, in a particular country or regulatory jurisdiction, any applicable Governmental Authority involved in granting any regulatory approval, or, to the extent required in such country or regulatory jurisdiction, pricing or reimbursement approval, of a pharmaceutical product in such country or regulatory jurisdiction, including (a) the FDA, (b) the EMA or (c) the European Commission or its successor.

1.68 “Regulatory Exclusivity” means any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to any Category 1 Product that precludes the use of any clinical data collected and filed for such Category 1 Product for the benefit of any regulatory approval for a generic or biosimilar product (for any use), including supplementary protection certificates in the European Union, and orphan or pediatric exclusivity where applicable.

1.69 “Reporting Period” means the period beginning on the first day of each Calendar Quarter and ending on the last day of such Calendar Quarter.

1.70 “Research Term” means the period commencing on the Effective Date and continuing through the day immediately preceding the third anniversary of the Effective Date (the “Initial Research Term”), plus up to two one-year extensions, each such extension (if any) only upon mutual agreement of both Parties, with all terms applicable to such extension to be agreed upon by the Parties as part of such agreement; provided, however, that if this Agreement is terminated in accordance with ARTICLE 15, each of the Initial Research Term and the Research Term, in each case if it has not already ended, shall end as of the effective date of such termination.

1.71 “Rights-Holding Party” means:

(a) any Sublicensee or

(b) any other Third Party to which Company or any of its Subsidiaries, directly or through another Rights-Holding Party,

(i) licenses or sublicenses any Company Drug IP or any Company Drug IP Patents,

(ii) licenses or sublicenses any other Patents or Know-How with respect to (A) any Target that then is, or ever was, a Category 1 Target, (B) any Category 1 Compound or (C) any Category 1 Product or

(iii) grants rights (A) to research any Target that then is, or ever was, a Category 1 Target, (B) to Generate, identify, discover or Pursue any Category 1 Compound or (C) to research, develop, manufacture or commercialize any Category 1 Product. A "Rights-Holding Party" shall include a Third Party to whom Company, any of its Subsidiaries or any other Rights-Holding Party has granted the right to promote or distribute a Category 1 Product if such Third Party is principally responsible for marketing and promotion of such Category 1 Product within a particular country or territory.

1.72 "Royalty Term" means, on a country-by-country basis and Category 1 Product-by-Category 1 Product basis, the period of time beginning on the First Commercial Sale of such Category 1 Product in such country and continuing until the later of (a) the twelfth anniversary of the First Commercial Sale of such Category 1 Product in such country and (b) the expiration of all Regulatory Exclusivities for such Category 1 Product in such country.

1.73 "Shared Know-How" means any Know-How, whether or not patented, other than Company Drug IP and DESRES Technology-Related Property, that is

(a) Generated jointly by the Parties during the Research Term, or

(b) disclosed, shared or otherwise communicated by or on behalf of one Party or any of its Subsidiaries to or with the other Party or any of its Subsidiaries during the Research Term, regardless of the means by which such Know-How is disclosed, shared or communicated.

1.74 "Sublicensee" means any non-Subsidiary sublicensee of any of the rights granted to Company pursuant to Section 7.3.

1.75 "Subsidiary" means, with respect to a given entity, any other entity that is Controlled by such entity.

1.76 "Target(s)" means any or all of Category 1 Targets, Category 2 Targets or Category 3 Targets, as the context requires.

1.77 "Territory" means worldwide.

1.78 "Third Party" means any Person that is not Company, DESRES or a Subsidiary of Company or DESRES.

1.79 "Valid Claim" means any claim of any issued patent (but not a patent application) that is unexpired and has not been rejected, revoked or held unenforceable or invalid by a final, non-appealable (or unappealed within the time allowable for appeal) decision of a court or other Governmental Authority of competent jurisdiction.

1.80 Additional Definitions. Additional defined terms are set forth in the following Sections of this Agreement:

Definition	Section
AAA	16.3(a)
Acquired Third-Party Program	12.2
Agreement	Preamble
Alleged Breaching Party	11.3(d)(i)
Alliance Managers	3.1
Annual Collaboration Fee	5.1
Arbitration Confidential Information	1.24(a)(viii)
Burdened Transaction	1.56
[***]	5.2(b)(i)(B)(2)
Category 1 Target Diligence Expiration Date	4.1(b)(i)
Category 1 Target Payment Expiration Date	4.1(b)(ii)
Chemistry Library Source	5.2(b)(i)
Co-Formulated Combination Product	1.16
Co-Packaged Combination Product	1.16
Company	Preamble
Company Drug Compounds	1.18
Company Drug Compound Designation Notice	1.18
Company Indemnitees	10.1(b)
Component	1.16
Core Compound	1.18
CREATE Act	7.5
Decision-Making Representative	3.2(a)
Derivative Compound	1.18
DESRES	Preamble
DESRES Indemnitees	10.1(a)
Disclosing Party	1.24
Effective Date	Preamble
Freedom to Operate Payment	5.2(b)(iii)
Gross Sales	1.53
Indemnitee	10.1(c)
Initial Research Term	1.70
Joint Steering Committee or JSC	3.2(a)
JSC Matter	3.3(a)
JSC Representatives	3.2(a)
Library	5.2(b)(i)
Non-Small Molecule Compound	1.18
Other Component	1.16
Other Product	1.16
Paragraph IV Notice	9.5(b)
Parties	Preamble
Party	Preamble
Product Infringement	9.5(a)
Receiving Party	1.24
[***]	5.2(b)(iv)
Seeker	11.3(d)(i)
Stackable Patent	5.2(b)(iii)
Third Party Infringer	9.5(b)

ARTICLE 2
JOINT RESEARCH PROGRAM

2.1 Purpose and Term. The Parties have agreed to engage in the Joint Research Program on the terms and conditions set forth in this Agreement. As part of the Joint Research Program and subject to the terms and conditions of this Agreement, laboratory experiments and molecular dynamics simulations will be carried out on certain Targets with the goal of identifying Compounds that Interact with or Bind to Category 1 Targets. The Joint Research Program will be undertaken and performed during the Research Term.

2.2 Diligence; Standards of Conduct with respect to the Joint Research Program. Each Party shall use commercially reasonable efforts to perform any tasks undertaken by such Party under the Joint Research Program, and each Party shall use good faith efforts to conduct its activities under the Joint Research Program in a good scientific manner and in compliance in all material respects with Applicable Law.

2.3 Limitations on Responsibilities under the Joint Research Program. Notwithstanding anything to the contrary herein, while both Parties intend to work together under the Joint Research Program to investigate certain Targets, neither Party shall have an obligation to (a) perform work on any particular Target or minimum number of Targets, either concurrently or in connection with the Joint Research Program overall, (b) perform any particular type or number of simulations, experiments, methodological validations or other work, or use any particular method for any simulations, experiments, methodological validations or other work, in connection with any given Target or with the Joint Research Program overall or (c) devote any particular or minimum amount of money, staff time, subcontractor time, computing hours, synthetic chemistry or other experimental work or any other resources, either to any given Target or to the Joint Research Program overall. Furthermore, neither Party shall have an obligation to perform work with or on behalf of, to collaborate with, or to enter into any agreement with any Third Party, regardless of any relationship the other Party may have with such Third Party.

2.4 Changes to the Joint Research Plan. During the Research Term, each Party may propose changes to the Joint Research Plan; provided, however, that any changes to the Joint Research Plan that are proposed by either Party will be subject to review and prior approval by the Joint Steering Committee in accordance with Section 3.2, subject to the provisions of Section 3.3.

2.5 Research Decision-Making. Except as otherwise expressly provided in this Agreement, the JSC shall be responsible for matters regarding the Joint Research Plan as set forth in Section 3.2(b), subject to the provisions of Section 3.3.

2.6 Research Costs. Each Party will bear all of its own costs and expenses incurred in the performance of the Joint Research Program, but the foregoing shall not be interpreted as limiting Company's obligations under ARTICLE 5.

2.7 Research Progress. Each Party will keep the other Party reasonably informed regarding the progress and results of such Party's activities under the Joint Research Program, including an annual review of results versus any goals set forth in the Joint Research Plan.

2.8 Research Records. Each Party shall use reasonable efforts during the Research Term to maintain accurate records (in the form of technical notebooks or electronic files), materially in compliance with generally accepted standards of scientific research observed by academic research groups in relevant disciplines, of all material work conducted by it and resulting material Know-How under the Joint Research Program. Such records will properly reflect the work done and results achieved in the conduct of activities under the Joint Research Program in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. Each Party will have the right to receive copies of such records maintained by the other Party, including in electronic format if maintained in such format [***], at reasonable times to the extent reasonably necessary to perform obligations or exercise rights under this Agreement; provided that the foregoing right to receive copies of records shall not be construed to extend to copies of any source code or other software used in the performance of any such simulation or to any description of any algorithms used by DESRES in conducting its activities hereunder.

2.9 Subcontracts. Either Party may conduct any of its activities under the Joint Research Program through one or more subcontractors or Consultants; provided that the subcontracting Party will (a) remain responsible for all work performed by such subcontractors or Consultants on behalf of the subcontracting Party, (b) be solely responsible for payment to such subcontractors or Consultants, (c) require each of such subcontractors or Consultants to be bound in writing to commercially reasonable obligations of confidentiality, and (d) require each of such subcontractors or Consultants to be bound in writing to assign to the subcontracting Party all intellectual property with respect to results arising from such subcontracted activities.

ARTICLE 3
GOVERNANCE

3.1 Alliance Manager. Within [***] days of the Effective Date, each Party shall appoint a representative of such Party who possesses a general understanding of research and development issues to act as a facilitator of the meetings of the JSC and be the first point of contact between the Parties with regard to matters relating to this Agreement or the overall business relationship between the Parties under this Agreement (each, an "Alliance Manager"). Each Party may replace its Alliance Manager at any time upon notice to the other Party. Each Alliance Manager:

(a) will use good faith efforts to attend all meetings of the JSC; and

(b) may bring any matter to the attention of the JSC where such Alliance Manager reasonably believes that such matter requires attention.

3.2 Joint Steering Committee.

(a) Formation; Composition. Within [***] days following the Effective Date, the Parties will establish a joint steering committee (the "Joint Steering Committee" or "JSC"). Within such timeframe and upon notice to the other Party, each Party shall appoint to the JSC one representative chosen by such Party who is authorized to make decisions on behalf of such Party at meetings of the JSC (each Party's "Decision-Making Representative"). Each Party may, upon notice to the other Party, appoint to the JSC up to [***], together with each Party's Decision-Making Representative, the "JSC Representatives"), [***]. Each Party may appoint its Alliance Manager to be one of such Party's JSC Representatives, including to be its Decision-Making Representative. Even if not designated as a JSC Representative under this Section 3.2(a), each Party's Alliance Manager shall be permitted to attend all JSC meetings. Each Party may replace any of its JSC Representatives, or may designate a different Decision-Making Representative, at any time upon notice to the other Party. Each meeting of the JSC will be convened and co-chaired by the Decision-Making Representative of DESRES and the Decision-Making Representative of Company.

(b) Specific Responsibilities. During the Research Term, the JSC will, and will only have the authority to:

(i) oversee the execution of the Joint Research Plan;

(ii) review the progress of activities under the Joint Research Plan, and approve or decide not to approve any proposed changes thereto;

(iii) work to resolve any disagreement between the Parties with respect to the Joint Research Plan; and

(iv) perform such other functions as appropriate, in each case as agreed to by the Parties, to further the purposes of this Agreement.

(c) Exclusions. Notwithstanding anything to the contrary in this Agreement, the JSC shall have no authority to:

(i) re-categorize any Target;

(ii) change the ownership of any Patents or Know-How;

(iii) negate any consent or approval rights allocated to a Party in this Agreement;

(iv) make a decision that is specified in this Agreement as requiring the agreement of a Party;

(v) require a Party to increase its expenditures of financial, human or other resources;

(vi) amend or modify this Agreement or a Party's rights or obligations hereunder;

(vii) resolve any Dispute regarding any breach or alleged breach of this Agreement; or

(viii) require a Party to perform any act that would cause, or which such Party reasonably believes could cause, such Party to breach any of its obligations hereunder or violate any Applicable Law.

(d) Meetings.

(i) During the Research Term, the JSC will meet at least [***] per Calendar Quarter. At the end of the Research Term, the JSC will automatically dissolve with no further action required by either Party.

(ii) Either Party may, by providing at least [***] Business Days' prior notice to the other Party, call a special meeting of the JSC if such notifying Party reasonably believes that a significant matter must be addressed prior to the next scheduled meeting, in which event such notifying Party will work with the Decision-Making Representative of each Party to provide all JSC Representatives, no later than [***] Business Days prior to such special meeting, with an agenda for the meeting and materials reasonably adequate to enable an informed decision on the matters to be considered.

(iii) Except as set forth in Section 3.2(d)(ii) with respect to a special meeting, no later than [***] Business Days prior to any meeting of the JSC, the Alliance Managers will jointly prepare and circulate an agenda for such meeting, in consultation with the Decision-Making Representatives (to the extent the Alliance Managers are not the Decision-Making Representatives); provided, however, that either Party may propose additional topics to be included on such agenda prior to such meeting.

(iv) Each Party's JSC Representatives shall be given adequate time to assess each matter brought before the JSC at a regular meeting or a special meeting, adjourning such JSC meeting and reconvening on another date if either Party deems it necessary or desirable to do so to get any input such Party wishes or for any other reason. In no event shall either Party be obligated to make a decision on any matter brought before the JSC in the same meeting at which the matter is first discussed.

(v) The JSC may meet in person, by videoconference or by teleconference. Notwithstanding the foregoing, at least [***] per Calendar Year will be in person unless the Parties mutually agree to waive such requirement. In-person JSC meetings will be held at locations mutually agreed upon by DESRES and Company. Each Party will bear the expense of its respective JSC Representatives' participation in JSC meetings.

(vi) Meetings of the JSC will be effective only if each Party's Decision-Making Representative is present or participating in such meeting, and each Party shall use reasonable efforts to ensure that its Decision-Making Representative attends each such meeting.

(vii) Each Party's Decision-Making Representative may invite any employee, Consultant or subcontractor of such Party or of any Subsidiary of such Party to participate in any particular meeting of the JSC.

(viii) The Alliance Managers will be responsible for preparing reasonably detailed written minutes of each JSC meeting that reflect material decisions made and action items identified at such meeting. The Alliance Managers will coordinate with one another to send draft meeting minutes to each JSC Representative for review and approval within [***] Business Days after each JSC meeting. All draft minutes will be deemed approved unless one or more JSC Representatives object to the accuracy of such minutes within [***] Business Days of receipt. Upon any such objection, the JSC Representatives will work together in good faith to promptly revise such minutes until such minutes are approved by the JSC. Minutes will be officially endorsed by the JSC at the next JSC meeting that is not a special meeting of the JSC.

(e) Decision-Making. The JSC shall make decisions by mutual agreement of the Parties, as conveyed by each Party's Decision-Making Representative. Disputes at the JSC will be handled in accordance with Section 3.3.

3.3 Resolution of JSC Matters.

(a) Within the JSC. Subject to the exception specified below in this Section 3.3(a), if the Decision-Making Representative from Company and the Decision-Making Representative from DESRES are unable to reach agreement on any matter for which the JSC is responsible as set forth in Section 3.2(b) (a "JSC Matter"), within [***] days after a Party affirmatively states that a decision needs to be made on such JSC Matter, either Party may submit such JSC Matter to the Parties' Alliance Managers in accordance with Section 3.3(b); provided, however, that, if either Party's Alliance Manager is a JSC Representative, Section 3.3(b) shall not apply and either Party may submit such JSC Matter to the Parties' Executive Officers in accordance with Section 3.3(c).

(b) Referral to Alliance Managers. If a Party refers a JSC Matter to the Alliance Managers in accordance with Section 3.3(a), each Party's Decision-Making Representative shall submit in writing the respective position of the Party it represents to the Alliance Managers. The Alliance Managers will use good faith efforts, in compliance with Section 3.3(d), to promptly resolve such JSC Matter, which efforts will include at least [***] in person, by videoconference or by teleconference between the Alliance Managers within [***] days after the submission of such JSC Matter to them. If the Alliance Managers are unable to reach an agreement on any such JSC Matter within [***] days after its submission to them, such JSC Matter will be escalated to the Parties' Executive Officers.

(c) Referral to Executive Officers. With respect to any JSC Matter not resolved in accordance with Section 3.3(b), each Party's Alliance Manager shall submit in writing the respective position of the Party it represents to the Executive Officer of such Party; provided, however, that if either Party's Alliance Manager is a JSC Representative, then each Party's Decision-Making Representative shall submit in writing the respective position of the Party it represents to the Executive Officer of such Party. The Executive Officers will use good faith efforts, in compliance with Section 3.3(d), to promptly resolve such JSC Matter, which efforts will include at least [***] in person, by videoconference or by teleconference between the Executive Officers within [***] days after the submission of such JSC Matter to them. If the Executive Officers are unable to reach agreement on any such JSC Matter within [***] days after the submission of such JSC Matter to them by the Alliance Managers or by the Decision-Making Representatives, as applicable, then (i) [***], (ii) [***] and (iii) [***].

(d) Good Faith. In conducting themselves on the JSC, and in exercising their rights under this Section 3.3, each Party's JSC Representatives will consider reasonably and in good faith all input received from the other Party. In exercising any decision-making authority granted to it under Section 3.2 or Section 3.3, each Party will act in good faith.

ARTICLE 4
EXCLUSIVITY; TARGET CLASSIFICATION

4.1 Exclusivity with respect to Category 1 Targets.

(a) During Initial Research Term. During any period within the Initial Research Term while a particular Target is a Category 1 Target, DESRES will not, and will cause its Subsidiaries not to, either alone or in collaboration with any Third Party, research such Category 1 Target (or grant a license under, or a covenant not to sue with respect to, or an option or other instrument functionally equivalent to such a license under or such a covenant with respect to, any intellectual property concerning such Category 1 Target to any Third Party for purposes of enabling such Third Party to research such Category 1 Target) with the aim of Pursuing any Compound designed to Interact with or Bind to such Category 1 Target, other than (i) in the course of conducting DESRES's activities under the Joint Research Program or (ii) as otherwise permitted under this Agreement (including under Section 4.4 or Section 4.5(b)).

(b) Following Initial Research Term. Following the Initial Research Term, with respect to any Target that was a Category 1 Target as of the end of the Initial Research Term, DESRES will not, and will cause its Subsidiaries not to, either alone or in collaboration with any Third Party, research such Category 1 Target (or grant a license under, or a covenant not to sue with respect to, or an option or other instrument functionally equivalent to such a license under or such a covenant with respect to, any intellectual property concerning such Category 1 Target to any Third Party for purposes of enabling such Third Party to research such Category 1 Target) with the aim of Pursuing any Compound designed to Interact with or Bind to such Category 1 Target, other than as permitted under this Agreement (including under the remainder of this Section 4.1(b) or under Section 4.4 or Section 4.5(b)); provided, however, that, on a Category 1 Target-by-Category 1 Target basis with respect to each such Category 1 Target:

(i) if at any point following the end of the Initial Research Term, Company, all of its Subsidiaries and all applicable Rights-Holding Parties cease to use Commercially Reasonable Efforts to research, develop or commercialize any Category 1 Products against a given Category 1 Target (the date of such cessation with respect to such Category 1 Target, the "Category 1 Target Diligence Expiration Date" with respect to such Category 1 Target), then DESRES and its Subsidiaries will automatically be released from their obligations with respect to such Category 1 Target [***]; and

(ii) if at any point twenty-four months or more following the end of the Initial Research Term, DESRES informs Company in writing that DESRES is electing to forgo any and all future payments from Company with respect to a given Category 1 Target, then, as of the effective date of such notice (the "Category 1 Target Payment Expiration Date" with respect to such Category 1 Target), DESRES and its Subsidiaries will be released from their obligations with respect to such Category 1 Target [***].

For the avoidance of doubt, [***].

4.2 Exclusivity with respect to Category 2 Targets. During the Initial Research Term, with respect to any Target that is then a Category 2 Target, each of DESRES and Company will not, and will cause their respective Subsidiaries not to, either alone or in collaboration with any Third Party, research such Category 2 Target (or grant a license under, or a covenant not to sue with respect to, or an option or other instrument functionally equivalent to such a license under or such a covenant with respect to, any intellectual property concerning such Category 2 Target to any Third Party for purposes of enabling such Third Party to research such Category 2 Target) with the aim of Pursuing any Compound designed to Interact with or Bind to such Category 2 Target, [***].

4.3 No Exclusivity with respect to Certain Targets.

(a) Category 3 Targets. There will be no restrictions on either Party's activities with respect to a Target that is, as of the relevant time, a Category 3 Target. [***].

(b) Following the Initial Research Term. At and following the end of the Initial Research Term, there will be no restrictions on either Party's activities with respect to any Target, other than any exclusivity obligations to which DESRES is subject under Section 4.1(b) with respect to Targets that are, as of the end of the Initial Research Term, Category 1 Targets.

4.4 DESRES Permitted Activities. Nothing in this Agreement, including Section 4.1 or Section 4.2, shall prevent DESRES or any of its Subsidiaries from, during or after the Research Term and either alone or with any Third Party,

(a) Generating, improving, enhancing or patenting any DESRES Technology-Related Property (including, by way of example and without limitation, the Anton supercomputer or the Desmond software package);

(b) donating, leasing, selling, or in any other way allowing any Person to use, exploit or commercialize any DESRES Technology-Related Property (including, by way of example and without limitation, the provision of Anton supercomputers to the Pittsburgh Supercomputing Center for use by the research community, the licensing of the Desmond software package through Schrödinger or the distribution of the Desmond software package to academic users directly by DESRES), with no obligation on the part of DESRES to restrict the Targets in connection with which any such Person may use, exploit or commercialize any such DESRES Technology-Related Property;

(c) maintaining, supporting or providing any services with respect to any DESRES Technology-Related Property;

(d) conducting non-commercial scientific research (including research collaborations with academic institutions) regarding (i) the structure, function, dynamics, or other characteristics of any molecule (including proteins, nucleic acids, and small molecules), or (ii) any biological, biochemical, or biophysical process (including conformational changes and protein-protein or protein-ligand interactions), provided that such research does not have the aim of developing, manufacturing or commercializing any Compound designed to Interact with or Bind to a Category 1 Target or Category 2 Target as a potential drug candidate (including for use in any Clinical Trial); or

(e) publishing results in relation to any of Section 4.4(a) through Section 4.4(d).

No activities under this Section 4.4 shall be deemed activities under the Joint Research Program.

4.5 Multiple Target Interactions.

(a) Notwithstanding anything to the contrary in this Agreement, if, in the course of activities conducted by or on behalf of Company (or any of its Subsidiaries or any Rights-Holding Parties) that are aimed at the research of a Category 3 Target, a Compound that Interacts with a Category 3 Target is Generated, identified or discovered by any Company Originator or in-licensed by Company or any of its Subsidiaries or Rights-Holding Parties, neither Company nor any of its Subsidiaries or any Rights-Holding Party shall, by reason of any Interaction such Compound may also have with a Category 2 Target, be prohibited from Pursuing such Compound (or any product containing such Compound) with respect to any Category 3 Target, either alone or with any Third Party.

(b) Notwithstanding anything to the contrary in this Agreement, if, in the course of activities conducted by or on behalf of DESRES (or any of its Subsidiaries) that are aimed at the research of a Category 3 Target, a Compound that Interacts with a Category 3 Target is Generated, identified or discovered by any DESRES Originator or in-licensed by DESRES or any of its Subsidiaries, neither DESRES nor any of its Subsidiaries shall, by reason of any Interaction such Compound may also have with a Category 1 Target or Category 2 Target, be prohibited from Pursuing such Compound (or any product containing such Compound) with respect to any Category 3 Target, either alone or with any Third Party.

No activities aimed at the Generation, identification, discovery or Pursuit of Compounds that Interact with Category 3 Targets shall be deemed activities conducted under the Joint Research Program, even if any such Compound also Interacts with a Category 1 Target or Category 2 Target.

4.6 Initial Classification.

(a) Category 1 Targets. The list of Category 1 Targets as of the Effective Date is set forth on Exhibit A-1. At no time will the number of Category 1 Targets exceed the following limits:

Time Period	Maximum Number of Category 1 Targets
[***]	[***]
[***]	[***]
[***]	[***]

If the Parties agree to extend the Research Term to include any additional Contract Year after the Initial Research Term, the Parties will, as part of such agreement, agree upon a maximum number of Category 1 Targets for such additional Contract Year.

(b) Category 2 Targets. The list of Category 2 Targets as of the Effective Date is set forth on Exhibit A-2.

(c) Total Number of Category 1 Targets and Category 2 Targets. At no time during the Research Term will the sum of the number of Category 1 Targets and the number of Category 2 Targets exceed twenty Targets.

4.7 Re-categorization of Targets. Subject to the limits on the numbers of Category 1 Targets and Category 2 Targets as set forth in Section 4.6, Targets may be re-categorized from time to time during the Research Term as follows:

(a) From Category 1 to Category 2. Category 1 Targets may be re-categorized as Category 2 Targets either by: (i) mutual agreement of the Parties; or (ii) Company, after consultation with DESRES and by providing notice to DESRES, provided that the applicable Target has been a Category 1 Target for at least [***] months.

(b) From Category 1 to Category 3. Category 1 Targets may be re-categorized as Category 3 Targets either by: (i) mutual agreement of the Parties; or (ii) Company, after consultation with DESRES and by providing notice to DESRES, provided that the applicable Target has been a Category 1 Target for at least [***] months.

(c) From Category 2 to Category 1. Company may propose to re-categorize up to [***] Category 2 Targets as Category 1 Targets per Contract Year during the Initial Research Term by providing notice to DESRES; provided, however, that (i) [***], and (ii) [***].

(d) From Category 2 to Category 3. Each of DESRES and Company may propose to re-categorize up to [***] Category 2 Targets as Category 3 Targets per Contract Year during the Initial Research Term by providing notice to the other Party; provided, however, that (i) [***], and (ii) [***]. In addition, at the end of the Initial Research Term [***].

(e) From Category 3 to Category 1 or Category 2. Category 3 Targets may be re-categorized as Category 1 Targets or Category 2 Targets only [***].

[***]. If a Party has vetoed a given proposed re-categorization of a Target, and the other Party proposes the same re-categorization of the same Target at any time thereafter, the vetoing Party may again veto such later proposed re-categorization without it counting against that Party's number of vetoes.

Exhibit A-1 or Exhibit A-2, as applicable, shall be deemed amended as needed to reflect the then-current categorization of Targets.

4.8 Obligations following Re-Categorization. After re-categorization, (a) a Target is subject to the exclusivity obligations, if any, associated with the new category to which it has been moved, rather than the exclusivity obligations, if any, associated with the Target's former category, and (b) any Category 1 Target that is re-categorized as a Category 2 Target or a Category 3 Target will remain a Category 1 Target with respect to the payment obligations to DESRES under this Agreement, including for purposes of (i) ARTICLE 5, (ii) the related reporting obligations in ARTICLE 6 and (iii) to the extent necessary to interpret ARTICLE 5 or ARTICLE 6 in such manner, the related definitions in the Agreement, including the definitions of Agreement Term, Category 1 Compound, Category 1 Product and Rights-Holding Party.

ARTICLE 5
RESEARCH SUPPORT, MILESTONES, ROYALTIES AND PAYMENT TERMS

5.1 Annual Collaboration Fee. Company will pay to DESRES U.S. $1,000,000.00 on each of the following dates:

(a) the first anniversary of the Effective Date;

(b) the second anniversary of the Effective Date; and

(c) the third anniversary of the Effective Date.

If the Parties agree to extend the Research Term to include any additional Contract Year after the Initial Research Term, the Parties will, as part of such agreement, agree upon an Annual Collaboration Fee for such additional Contract Year.

Each such payment is referred to herein as the "Annual Collaboration Fee". The Annual Collaboration Fee is partial consideration for DESRES's execution of this Agreement and has not been determined by reference to any particular contribution to be made, or amount of effort to be expended, by DESRES in the Joint Research Program and may not fully compensate DESRES with respect to DESRES's activities under the Joint Research Program. The Annual Collaboration Fee is not intended to imply a minimum or maximum amount of effort to be expended by DESRES in the Joint Research Program or any assurance of any particular results.

5.2 Royalties.

(a) Running Royalties. During the applicable Royalty Term, subject to Section 5.2(b), Company will pay to DESRES non-refundable, non-creditable royalties on the amount of aggregate worldwide Net Sales of each Category 1 Product in each Calendar Year, as calculated by multiplying the applicable royalty rates set forth below by the corresponding amount of Net Sales of such Category 1 Product in such Calendar Year.

Annual Net Sales in the Territory (Per Category 1 Product)	Royalty Rate
[***]	[***]
[***]	[***]
[***]	[***]

By way of example, and without limitation, if the aggregate Net Sales of a Category 1 Product in the Territory in a particular Calendar Year is [***], the amount of royalties payable under this Section 5.2 will be as follows: [***].

Running royalties will be payable for each Reporting Period and will be due to DESRES within [***] days after the end of each Reporting Period.

(b) Royalty Stacking.

(i) If Company acquires rights to use any library of chemical compounds (each, a "Library") from a Third Party other than a Rights-Holding Party (each, a "Chemistry Library Source") and materially uses such Library in connection with a particular Category 1 Target, then, on a Library-by-Library basis:

(A) [***]; and

(B) subject to the floor set forth in Section 5.2(b)(v), with respect to each Category 1 Target with which Company materially uses such Library,

(1) Company may reduce the amounts payable to DESRES in a particular Reporting Period pursuant to Section 5.2(a) with respect to Net Sales in a particular country with respect to a particular Category 1 Product that Interacts with such Category 1 Target, by up to [***]; and

(2) [***].

(ii) Except as set forth in Section 5.2(b)(i), amounts paid to acquire rights to the extent in connection with research or development activities with respect to any Target, Compound or product [***].

(iii) On a Category 1 Product-by-Category 1 Product basis, if (A) a Rights-Holding Party sells such Category 1 Product in a country in a particular Reporting Period, but neither Company nor any of its Subsidiaries sells such Category 1 Product in such country in such Reporting Period, and (B) Company acquired one or more licenses under a Stackable Patent from a Third Party other than a Rights-Holding Party in order to enable such sale (or manufacture for sale) of such Category 1 Product in such country without infringing such licensed Stackable Patent(s) (but excluding any licenses to the extent in connection with research or development of such Category 1 Product or the relevant Category 1 Compound or Category 1 Target), then, subject to the floor set forth in Section 5.2(b)(v), Company may reduce the amounts payable by Company to DESRES pursuant to Section 5.2(a) with respect to such Category 1 Product in such country with respect to such Reporting Period by up to [***]. "Stackable Patent" means an issued patent that (A) as of the relevant time contains a Valid Claim that would be infringed by the sale or manufacture (as applicable) of the relevant Category 1 Product in such country, or (B) has expired in the ordinary course, if (1) such expired patent had contained a Valid Claim that would have been infringed by the sale or manufacture (as applicable) of the relevant Category 1 Product in such country up to the date of such expiration, (2) such patent expiration occurred within sixty months before Company was obligated to pay the relevant Freedom to Operate Payment to the relevant Third Party licensor and (3) the terms of the royalties payable to such Third Party licensor with respect to such patent require such post-expiration payment for such license.

(iv) If any royalties payable by any Rights-Holding Party to Company with respect to Net Sales in a given country in a given Calendar Quarter of a particular Category 1 Product are reduced by [***].

(v) The reductions allowed pursuant to Section 5.2(b)(i), Section 5.2(b)(iii) and Section 5.2(b)(iv), collectively, will not at any time reduce the amounts payable to DESRES pursuant to Section 5.2(a), on a Category 1 Product-by-Category 1 Product basis, with respect to any Category 1 Product in any country, below the corresponding absolute floor set forth in the following table:

Royalty Rate under Section 5.2(a)	**Absolute Floor Royalty Rate**
[***]	[***]
[***]	[***]
[***]	[***]

Any amounts that are not used to reduce royalty payments to DESRES because of the absolute royalty floors set forth in this Section 5.2(b)(v) will [***].

(vi) At least [***] days prior to making any reduction under this Section 5.2(b) or to changing the amount of any reduction made by Company under this Section 5.2(b), Company will provide DESRES with documentation to substantiate the basis for such reduction or such change.

5.3 Development Milestones. Subject to Section 5.5(d) and the remainder of this Section 5.3, Company will pay to DESRES the applicable milestone payment listed in the table below for each Category 1 Target or Category 1 Product, as applicable, after achievement of each milestone event by or on behalf of Company, any of its Subsidiaries or any Rights-Holding Party. Prior to receipt of the first Regulatory Approval in any country for a Category 1 Product that Interacts with a particular Category 1 Target, the applicable milestone payment will be due on a Category 1 Target-by-Category 1 Target basis and each such milestone payment will be payable only once per Category 1 Target. From and after receipt of the first Regulatory Approval in any country for a Category 1 Product that Interacts with a particular Category 1 Target, the applicable milestone payment will be due on a Category 1 Product-by-Category 1 Product basis (and, if applicable, will be payable more than once per Category 1 Target). Company will provide DESRES with notice and the applicable milestone payment within [***] days after the achievement of each milestone event.

Development Milestone Event	**Milestone Payment (U.S.$)**
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

If, with respect to a particular Category 1 Target or Category 1 Product, as applicable, a particular milestone event described above is achieved before one or more prior-listed milestone events have been achieved, [***]. By way of example, and without limitation, if, [***].

5.4 Sales Milestones. Subject to Section 5.5(d) and the remainder of this Section 5.4, Company will pay to DESRES the applicable milestone payment listed in the table below for each Category 1 Product after achievement of each milestone event set forth below. Each milestone payment will be due on a Category 1 Product-by-Category 1 Product basis (and if applicable, will be payable more than once per Category 1 Target).

Sales Milestone Event	**Milestone Payment (U.S.$)**
[***]	$ 1,000,000
[***]	$ 5,000,000
[***]	$ 10,000,000
[***]	$ 20,000,000

By way of example, and without limitation, if the aggregate annual Net Sales of a given Category 1 Product in the Territory reaches [***] in a Calendar Year and no other sales milestone events in this Section 5.4 have been achieved with respect to such Category 1 Product in a previous Calendar Year, the total sales milestone payments that will then become payable under this Section 5.4 with respect to such Category 1 Product will be as follows: [***].

5.5 Non-Royalty Income.

(a) Subject to the remainder of this Section 5.5, if Company or any of its Subsidiaries enters into a Burdened Transaction in which Non-Royalty Income is received by or on behalf of Company or any of its Subsidiaries in connection with any Category 1 Target, Category 1 Compound or Category 1 Product, Company shall pay to DESRES the following percentage of such Non-Royalty Income as follows:

[***]

To the extent that Company enters into a Burdened Transaction that is not in connection with a given Target that is then, or formerly was, a Category 1 Target, but is in connection with a Category 1 Compound or Category 1 Product, the percentage of Non-Royalty Income payable to DESRES shall be determined based on [***].

(b) If a Burdened Transaction relates to more than one Target (regardless of whether such multiple Targets are all Category 1 Targets and/or a mix of Category 1 Targets and non-Category 1 Targets, each as applicable), any consideration received by or on behalf of Company or any of its Subsidiaries in connection with such Burdened Transaction will be reasonably allocated across all applicable Targets and payments will be made at the applicable percentage levels specified above for each Category 1 Target as applicable. Company will provide DESRES with documentation to substantiate the basis for such allocation.

(c) For the avoidance of doubt, in the event a given Burdened Transaction takes the form of an option (by way of example, and without limitation, an option to license rights with respect to a Category 1 Product), the payments to DESRES with respect to such Burdened Transaction will be computed by [***] (i) [***] (ii) [***].

(d) With respect to any milestone payment received by or on behalf of Company or any of its Subsidiaries pursuant to a Burdened Transaction that is for a milestone event for which Company is required to make a milestone payment to DESRES pursuant to Section 5.3 or Section 5.4, DESRES will receive the greater of (i) [***], or (ii) [***].

(e) Company will, within [***] days after entering into a Burdened Transaction agreement with respect to which any portion of Non-Royalty Income is or may be payable to DESRES, provide DESRES with a copy of such agreement (which copy may be redacted to remove any provisions which are not necessary for DESRES to monitor compliance with this Agreement).

5.6 Method of Payment. All payments to DESRES under this Agreement will be made payable to "D. E. Shaw Research, LLC" (as may be changed by DESRES from time to time by providing notice to Company) and (a) sent to the address identified in or changed in accordance with Section 17.1 or (b) at DESRES's request, transmitted by wire transfer to an account designated by DESRES in a notice to Company from time to time.

5.7 Payments in U.S. Dollars. All payments due under this Agreement will be payable in United States dollars. With respect to calculations of royalties, Net Sales and Non-Royalty Income, conversion of foreign currency to U.S. dollars will be made at the conversion rate existing in the United States (as reported in *The Wall Street Journal*) on the average of the last [***] Business Days of the applicable Reporting Period.

5.8 Late Payments. Any payments by Company that are not paid on or before the date such payments are due under this Agreement will bear interest at the lesser of (a) four percentage points above the Prime Rate of interest as reported in *The Wall Street Journal* on the date payment is due or (b) the highest rate permitted by Applicable Law.

5.9 Withholdings.

(a) Company may withhold from payments due to DESRES amounts for payment of any withholding tax that is required by Applicable Law to be paid to any taxing authority with respect to such payments. Company will provide DESRES all relevant documents and correspondence, and will also provide to DESRES any other cooperation or assistance on a reasonable basis, as may be necessary to enable DESRES to claim any available reductions in, or exemptions from, such withholding taxes and to receive a refund of such withholding tax or claim a foreign tax credit. Company will give proper evidence, from time to time or on request of DESRES, as to the payment of any such tax. The Parties will cooperate with each other in seeking relevant benefits under any double taxation or other similar treaty or agreement from time to time in force. Such cooperation may include Company making payments from a single source in the U.S., where possible.

(b) Apart from any such permitted withholding and those deductions expressly included in the definition of Net Sales, the amounts payable hereunder will not be reduced on account of any taxes, charges, duties or other levies.

(c) Notwithstanding Section 5.9(a) or Section 5.9(b), if Company is obligated to withhold any withholding tax from any payment due to DESRES because (i) this Agreement has been transferred or assigned by Company, (ii) any rights with respect to a Category 1 Compound, Category 1 Product or Category 1 Target have been licensed or sublicensed by Company, or (iii) a Person other than one of the original parties to this Agreement will make the relevant payment, then the sum payable by Company (in respect of which such tax is required to be withheld) shall be increased to the extent necessary to ensure that DESRES receives a sum equal to the sum which it would have received if no such transfer, assignment, license, sublicense or payor substitution had occurred.

5.10 Payment Acknowledgment.

(a) Company acknowledges that the payments under this Agreement (i) are reasonable and appropriate and have been negotiated in good faith and on an arm's-length basis to reflect various forms of value that may be obtained by Company from entering into this Agreement with DESRES, including the exclusivity obtained from DESRES during the relevant Exclusivity Period and such insights as may be provided by DESRES to Company with respect to the structure or function of any Target that then is, or formerly was, a Category 1 Target or of any Compound that Interacts with any such Target, which insights have the potential to aid Company, or any of its Subsidiaries or any Rights-Holding Party, in Generating, identifying, discovering or Pursuing Category 1 Compounds, and (ii) do not, to any material extent, represent consideration for the assignment of, or granting of any license under, any Patents or Know-How hereunder.

(b) Subject to Section 1.7 and Section 4.1(b)(ii), Company acknowledges that it is required to make the payments under this ARTICLE 5 with respect to any Target that then is, or formerly was, a Category 1 Target, and any Compound that Interacts with any such Target, and any product containing any such Compound, whether or not (i) the activities conducted by or on behalf of Company, any of its Subsidiaries or any Rights-Holding Party with respect to any such Target, Compound or product occur before, during or after the Research Term, (ii) any research into any such Target by Company, any of its Subsidiaries or any Rights-Holding Party is conducted using, or is enhanced in any way by, the insights provided, or any Know-How or Patents assigned or licensed, to Company by DESRES, or (iii) any Generation, identification, discovery or Pursuit of any such Compound or product by Company, any of its Subsidiaries or any Rights-Holding Party is conducted using, or enhanced in any way by, the insights provided, or any Know-How or Patents assigned or licensed, to Company by DESRES.

(c) Subject to Section 1.7 and Section 4.1(b)(ii), Company hereby waives any right to claim that it is not obligated to make a payment under this ARTICLE 5 with respect to any Target that then is, or formerly was, a Category 1 Target, or any Compound that Interacts with any such Target, or any product containing any such Compound, on the grounds that (i) any research into any such Target by Company, any of its Subsidiaries or any Rights-Holding Party was not conducted using, or was not enhanced by, the insights provided, or any Know-How or Patents assigned or licensed, to Company by DESRES, or (ii) any Generation, identification, discovery or Pursuit of any such Compound or product by Company, any of its Subsidiaries or any Rights-Holding Party was not conducted using, or was not enhanced by, the insights provided, or any Know-How or Patents assigned or licensed, to Company by DESRES.

ARTICLE 6
DEVELOPMENT AND COMMERCIALIZATION; REPORTS AND RECORDS

6.1 General. Subject to the terms and conditions of this Agreement, as between the Parties, Company, by itself or with any of its Subsidiaries or any Rights-Holding Party, will have the sole right, but not the obligation, at its sole expense, to research, develop, manufacture and commercialize Company Drug IP, as it or they may determine in its or their sole discretion.

6.2 Frequency of Reports.

(a) Development. With respect to each Category 1 Target, Company will certify to DESRES in a report within [***] days after the end of each Calendar Year that Company (or any of its Subsidiaries or any applicable Rights-Holding Party) used Commercially Reasonable Efforts to research, develop or commercialize a Category 1 Product or Category 1 Products against such Target during the immediately preceding Calendar Year. DESRES may make reasonable requests for additional information and updates only to the extent necessary for DESRES to determine whether a Category 1 Target Diligence Expiration Date has occurred, and Company shall promptly provide such information and updates.

(b) Upon First Commercial Sale of a Given Category 1 Product in a Given Country. Within [***] days after the First Commercial Sale of a Category 1 Product in a country, Company will report to DESRES the date of such First Commercial Sale of the relevant Category 1 Product in the relevant country.

(c) After First Commercial Sale of a Given Category 1 Product. Company will deliver reports summarizing sales of each Category 1 Product, on a Category 1 Product-by-Category 1 Product and country-by-country basis, to DESRES within [***] days after the end of each Reporting Period, containing information concerning the immediately preceding Reporting Period, as further described in Section 6.3.

(d) Non-Royalty Income. Company will deliver reports to DESRES, within [***] days after the end of each Reporting Period, containing information relating to Non-Royalty Income received by or on behalf of Company or any of its Subsidiaries during the immediately preceding Reporting Period, as further described in Section 6.4.

6.3 Content of Royalty Reports and Payments. Each report delivered by Company to DESRES pursuant to Section 6.2(c) will contain at least the following information for the immediately preceding Reporting Period:

(a) the identity of each Category 1 Target with which each Category 1 Compound in each Category 1 Product Interacts;

(b) the number of units of each such Category 1 Product sold by Company, any of its Subsidiaries or any Rights-Holding Party, on a Category 1 Product-by-Category 1 Product and country-by-country basis;

(c) Gross Sales in the local currency and the U.S. dollar equivalent, on a Category 1 Product-by-Category 1 Product and country-by-country basis;

(d) the calculation of any deductions with respect to Gross Sales in accordance with Section 1.53, in the local currency and the U.S. dollar equivalent, on a Category 1 Product-by-Category 1 Product and country-by-country basis;

(e) Net Sales in the local currency and the U.S. dollar equivalent, on a Category 1 Product-by-Category 1 Product and country-by-country basis;

(f) any reductions in accordance with Section 5.2(b) in royalties payable to DESRES;

(g) the exchange rates used for currency conversion, on a country-by-country basis;

(h) the total royalties payable to DESRES, in U.S. dollars, on Net Sales in the Territory; and

(i) any sales milestones payable to DESRES.

If no amounts are due to DESRES for a given Reporting Period, the applicable report will so state.

No later than the date a given report is due, Company shall pay the relevant royalties, and any relevant sales milestones, to DESRES.

6.4 Content of Non-Royalty Income Reports and Payments. Each report delivered by Company to DESRES pursuant to Section 6.2(d) will contain at least the following information for the immediately preceding Reporting Period, with respect to each Burdened Transaction with respect to which a portion of Non-Royalty Income is payable to DESRES:

(a) the agreement name and date of execution of the applicable Burdened Transaction and the names of the counterparty(ies) thereto;

(b) the consideration Company received in respect of such Burdened Transaction with respect to each Category 1 Compound, Category 1 Product, Category 1 Target or other Compound, product or Target included in such Burdened Transaction, and Company's basis for allocating Non-Royalty Income among such Compounds, products and Targets, in accordance with Section 5.5(b);

(c) the total amount of consideration received by or on behalf of Company or any of its Subsidiaries in such Reporting Period in respect of such Burdened Transaction;

(d) the calculation of any exclusions with respect thereto in accordance with Section 1.56, in the local currency and the U.S. dollar equivalent;

(e) the percentage of Non-Royalty Income payable to DESRES in accordance with Section 5.5(a);

(f) any adjustment to milestone payments to DESRES in accordance with Section 5.5(d);

(g) the exchange rates used for currency conversion, on a country-by-country basis; and

(h) the amount of Non-Royalty Income due to DESRES.

If no amounts are due to DESRES for a given Reporting Period, the applicable report will so state.

No later than the date a given report is due, Company shall pay the relevant portion of Non-Royalty Income to DESRES.

6.5 Records. Company will maintain, and will cause its Subsidiaries and the Rights-Holding Parties to maintain, complete and accurate records relating to amounts payable to DESRES in relation to this Agreement. The relevant entity will retain such records for at least [***] years following the end of the Calendar Year to which they pertain, during which time a certified, independent public accountant selected by [***] will have the right, at [***] expense (except as set forth below), subject to entering into a confidentiality agreement with [***] that is reasonably acceptable to [***], to inspect and audit such records during normal business hours to verify any reports and payments made or compliance in other respects under this Agreement. [***]. Company shall remit any amounts due to DESRES under this Section 6.5 (including any underpayment, any interest owed on such underpayment in accordance with Section 5.8, and, if applicable, the out-of-pocket cost of a given audit) within [***] days after receiving notice thereof from DESRES.

ARTICLE 7
INTELLECTUAL PROPERTY

7.1 Disposition of Company Drug IP. As between the Parties, Company will solely own any Company Drug IP and any Company Drug IP Patents. DESRES, for itself and on behalf of its Subsidiaries, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign) to Company any rights that DESRES or any of its Subsidiaries have in any Company Drug IP and in any Company Drug IP Patents. DESRES will not, and will cause its Subsidiaries not to, either alone or in collaboration with any Third Party, use or practice any Company Drug IP or any Company Drug IP Patents; provided, however, that (a) DESRES and any of its Subsidiaries may use or practice any Company Drug IP or any Company Drug IP Patents as necessary for DESRES or such Subsidiary to carry out activities under the Joint Research Program, and (b) as set forth in Section 7.4(c), DESRES and any of its Subsidiaries retain any Patent rights that a Third Party would have under Applicable Law, including under any statutory safe harbor.

7.2 Disposition of DESRES Technology-Related Property. As between the Parties, DESRES will solely own any DESRES Technology-Related Property and any DESRES Technology-Related Property Patents. Company, for itself and on behalf of its Subsidiaries, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign) to DESRES any rights that Company or any of its Subsidiaries have in any DESRES Technology-Related Property and in any DESRES Technology-Related Property Patents. Company will not, and will cause its Subsidiaries not to, either alone or in collaboration with any Third Party, use or practice any DESRES Technology-Related Property or any DESRES Technology-Related Property Patents; provided, however, that (a) Company and its Subsidiaries may use any DESRES software package as and to the extent the general public may, and (b) as set forth in Section 7.4(c), Company and any of its Subsidiaries retain any Patent rights that a Third Party would have under Applicable Law, including under any statutory safe harbor.

7.3 Disposition of Other Intellectual Property.

(a) As between the Parties, except as otherwise provided in Section 7.1 and Section 7.2, any Know-How will be owned by the Party or Parties whose Originators Generated such Know-How.

(b) Each Party, on behalf of itself and its Subsidiaries, hereby grants to the other Party, to the extent the granting Party is able to do so without violating the rights of any Third Party, a perpetual, irrevocable, non-exclusive license in the Territory, with the right to sublicense through multiple tiers, under any interest the granting Party or any of its Subsidiaries may have in any Shared Know-How, in any Patents covering Shared Know-How, and in any other intellectual property rights in Shared Know-How, to make, use, sell, offer to sell, import or otherwise exploit any such Shared Know-How. Subject to any applicable exclusivity obligations under ARTICLE 4 and to the exclusions to Patent licenses as set forth in Section 7.3(c), neither Company nor DESRES, nor any of their respective Subsidiaries, shall be restricted in any manner by the other Party or by any of such other Party's Subsidiaries from using or disclosing for any purpose any Shared Know-How.

(c) Notwithstanding Section 7.3(b),

(i) Company does not grant DESRES any licenses to Company's solely owned, or jointly owned with one or more Subsidiaries or Third Parties, patented (A) composition of matter of a Compound, (B) method of use of a Compound or (C) method of manufacture of a Compound, and

(ii) subject to DESRES's obligation as set forth in Section 7.1 to assign to Company any rights that DESRES or any of its Subsidiaries have in any Company Drug IP and in any Company Drug IP Patents, DESRES does not grant Company any licenses to DESRES's solely owned, or jointly owned with one or more Subsidiaries or Third Parties, patented (A) composition of matter of a Compound, (B) method of use of a Compound or (C) method of manufacture of a Compound.

For the avoidance of doubt, nothing in this Section 7.3(c) overrides any exclusive licenses granted in Section 9.3(d).

7.4 Reservation of Rights.

(a) Except for those rights and licenses expressly set forth in this Agreement, nothing in this Agreement will be construed to confer (by implication, estoppel or otherwise) any rights as to any Know-How, Patents or other intellectual property rights owned or in-licensed by one Party or by any of such Party's Subsidiaries to the other Party or to any of such other Party's Subsidiaries.

(b) The licenses granted under this Agreement by a Party under Section 7.3(b) and Section 9.3(d), on behalf of itself or any of its Subsidiaries, to the other Party, or to any of such other Party's Subsidiaries, under any Know-How, Patents or other intellectual property rights, are fully paid-up and royalty-free; provided, however, that this Section 7.4(b) shall not be interpreted as relieving Company of any of its payment obligations set forth in ARTICLE 5.

(c) Notwithstanding anything to the contrary in this Agreement, each Party and its Subsidiaries retain any Patent rights that a Third Party would have under Applicable Law, including under any statutory safe harbor.

7.5 CREATE Act. Notwithstanding anything to the contrary in this Agreement, each Party will have the right to invoke the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(2)–(c)(3) (the "CREATE Act") when exercising its rights under this Agreement, but only with the prior written consent of the other Party, which may be granted or withheld in such other Party's sole discretion. Following the granting of such consent, a Party that intends to invoke the CREATE Act will notify the other Party and such other Party will reasonably cooperate and coordinate its activities with the invoking Party with respect to any filings or other activities in support thereof. The Parties acknowledge and agree that this Agreement is a "joint research agreement" as defined in the CREATE Act.

7.6 Personnel Matters. Each Party shall, and shall cause its Subsidiaries to, bind any individual who is an employee or Consultant of such Party or Subsidiary (as applicable) by written intellectual property assignment obligations to such Party or Subsidiary (as applicable), to the extent such individual may Generate, or share with the other Party, any Know-How that is subject to a license under this Agreement, under the terms of which assignment obligations such individual (a) is required to promptly report to such Party or Subsidiary, as applicable, any Know-How Generated by such individual in the course of rendering services to such Party or Subsidiary (as applicable) that could reasonably be expected to be of interest to such Party or Subsidiary (as applicable); (b) presently assigns (and, to the extent such assignment can only be made in the future, agrees to assign), to such Party or Subsidiary, as applicable, for whom such individual works as an employee or Consultant, all of his or her right, title and interest in and to any such Know-How, and any Patent to the extent claiming such Know-How; (c) is required to reasonably cooperate in the preparation, filing, prosecution, maintenance and enforcement of any such Patent; and (d) is required to perform all reasonable acts and to sign, execute, acknowledge and deliver all reasonable documents required for effecting such individual's obligations for the purposes of this Section 7.6. Such intellectual property assignment agreement need not reference or be specific to this Agreement.

ARTICLE 8
[INTENTIONALLY LEFT BLANK]

ARTICLE 9
PATENT PROSECUTION AND ENFORCEMENT

9.1 Preparation, Filing, Prosecution and Maintenance of Jointly Owned Patents.

(a) Either Party may from time to time propose in writing to the other Party that a Jointly Owned Patent be prepared and filed. As between the Parties, [***] will have the first right, but not the obligation, to be the Prosecuting Party and thus to prepare, file, prosecute and

maintain Jointly Owned Patents throughout the world. Except as provided elsewhere in this Section 9.1, [***] shall bear [***] of the Out-Of-Pocket expenses incurred by the Parties with respect to the filing, prosecution or maintenance of each Jointly Owned Patent. .[***]

(b) The provisions of this Section 9.1(b) shall apply insofar as Company is the Prosecuting Party with respect to a given Jointly Owned Patent. Company shall keep DESRES reasonably informed of the status of the preparation, filing, prosecution and maintenance of each such Jointly Owned Patent, and will promptly provide DESRES with material correspondence received from any patent authorities in connection therewith. In addition, Company will provide DESRES with drafts of each proposed filing and correspondence with any patent authority with respect to any Jointly Owned Patent for DESRES's review and comment at least [***] Business Days in advance of the due date for such filing or correspondence, or any other due date that requires action in order to avoid loss of rights with respect to such Jointly Owned Patent, and Company may not, without DESRES's consent, submit such filing or correspondence earlier than [***] Business Days after so providing such filing or correspondence to DESRES. Company will confer with DESRES and take into consideration DESRES's comments prior to submitting each such filing or correspondence, as long as DESRES provides such comments within [***] Business Days after receiving the applicable draft filing or correspondence from Company. If DESRES does not provide comments within such period of time, then DESRES will be deemed to have no comments on such proposed filing or correspondence. In case of a disagreement between the Parties with respect to the preparation, filing, prosecution or maintenance of any Jointly Owned Patent with respect to which Company is the Prosecuting Party, the final decision will be made by [***] in good faith.

(c) At any time, a Party may terminate its rights and obligations under this Section 9.1 with respect to any Jointly Owned Patent in any country by providing the other Party with notice thereof and assigning its rights in such Jointly Owned Patent in such country to the other Party, whereupon such Patent shall no longer be considered a Jointly Owned Patent in such country for purposes of this Agreement.

(d) Company (if it is then the Prosecuting Party with respect to a Jointly Owned Patent) will notify DESRES of any decision (i) not to prepare or file a Patent proposed by either Party in accordance with Section 9.1(a), (ii) to cease prosecution or maintenance of any Jointly Owned Patent in any country or (iii) to let any Jointly Owned Patent lapse in any country, in each case (ii) and (iii), without an active continuation, continuation-in-part or divisional of such Jointly Owned Patent on file in such country. Company shall provide such notice at least [***] days prior to any filing or payment due date, or any other due date that requires action in order to avoid loss of rights, in connection with such Jointly Owned Patent or, with respect to Section 9.1(d)(i), in the absence of such a due date, within [***] days after the date such proposal is made. Upon [***] providing, or failing to provide within the applicable timeframe, such notice, [***] will have the right, at [***] discretion, to become the Prosecuting Party and thus to continue prosecution or maintenance of such Jointly Owned Patent in such country, or to prepare and file an application to secure or preserve rights in such country.

(e) The provisions of this Section 9.1(e) shall apply insofar as DESRES is the Prosecuting Party with respect to a given Jointly Owned Patent. DESRES shall keep Company reasonably informed of the status of the preparation, filing, prosecution and maintenance of each such Jointly Owned Patent, and will promptly provide Company with material correspondence received from any patent authorities in connection therewith. In addition, DESRES will provide Company with drafts of each proposed filing and correspondence to any patent authority with respect to any Jointly Owned Patent for Company's review and comment at least [***] Business Days in advance of the due date for such filing or correspondence, or any other due date that requires action in order to avoid loss of rights with respect to such Jointly Owned Patent, and DESRES may not, without Company's consent, submit such filing or correspondence earlier than [***] Business Days after so providing such filing or correspondence to Company. DESRES will confer with Company and take into consideration Company's comments prior to submitting each such filing or correspondence, as long as Company provides such comments within [***] Business Days after receiving the applicable draft filing or correspondence from DESRES. If Company does not provide comments within such period of time, then Company will be deemed to have no comments on such proposed filing or correspondence. In case of a disagreement between the Parties with respect to the preparation, filing, prosecution or maintenance of any Jointly Owned Patent with respect to which DESRES is the Prosecuting Party, the final decision will be made by [***] in good faith.

(f) The Prosecuting Party of a given Jointly Owned Patent shall have the right, with respect to such Patent, to (i) elect and file for patent term restoration, patent term extension, supplemental protection certificate or any of their equivalents, (ii) determine whether to seek a unified patent in the participating European Union member states and have such patent validated in the contracting states of the European Patent Organization that are not European Union member states, to seek a classical European patent that is subsequently validated in one or more contracting member states of the European Union, or to seek national patents in each country in the European Union, or (iii) determine whether to file a regional patent in Eurasia, the African Intellectual Property Organization (OARI), the African Regional Intellectual Property Office (AIRPO), and the Gulf Cooperation Council (GCC), but, in each case, (i), (ii) and (iii), the Prosecuting Party shall reasonably consider any suggestions of the Non-Prosecuting Party with respect to each such determination.

(g) The Prosecuting Party shall have the first right to defend against any Patent Contest with respect to an applicable Jointly Owned Patent, other than as brought in a counterclaim to a Product Infringement case (with respect to which Section 9.5 shall apply). The Prosecuting Party shall provide the Non-Prosecuting Party prompt notice of any such Patent Contest and shall provide the Non-Prosecuting Party with the reasonable opportunity to substantively comment on such Patent Contest. Except as provided below, [***] shall bear [***] of the Out-Of-Pocket expenses incurred by the Parties with respect to any such Patent Contest.

(h) Prosecution and maintenance of any Jointly Owned Patent or defense of any Patent Contest in respect of a Jointly Owned Patent shall be through patent counsel agreed to by the Parties.

9.2 Transfer of Jointly Owned Patents. Each Party may assign or otherwise transfer its interest in any Jointly Owned Patent (in any country or jurisdiction); provided, however, that such Patent shall remain subject to any rights or licenses granted to the other Party under ARTICLE 7 and under this ARTICLE 9. At the reasonable written request of a Party, the other Party will, in writing, grant such consents, or confirm that no accounting or consent is required, to effect any such assignment or transfer regarding such Jointly Owned Patents.

9.3 Patents on Solely Owned Know-How.

(a) Company shall have the right to prepare, file, prosecute and maintain Patents throughout the world on any Know-How solely owned by Company or any of its Subsidiaries, including Company Drug IP.

(b) DESRES shall have the right to prepare, file, prosecute and maintain Patents throughout the world on any Know-How solely owned by DESRES or any of its Subsidiaries, including DESRES Technology-Related Property.

(c) DESRES shall, and shall cause its Subsidiaries to, use reasonable efforts (i) not to claim in any Patent any Know-How jointly owned by Company or any of its Subsidiaries and by DESRES or any of its Subsidiaries without first providing Company with the opportunity to file a Patent on such Know-How as set forth in Section 9.1 and (ii) not to claim in any Patent any Company Drug IP or any other Know-How solely owned by Company or any of its Subsidiaries. Company shall, and shall cause its Subsidiaries to, use reasonable efforts not to claim in any Patent any DESRES Technology-Related Property or any other Know-How solely owned by DESRES or any of its Subsidiaries. As long as a Party has used reasonable efforts in accordance with this Section 9.3(c) with respect to filing a Patent, such Party shall not be deemed, by reason of filing such Patent, to have breached Section 9.1. If, following filing, such Patent is determined to be a Jointly Owned Patent, the prosecution and maintenance of such Patent shall thereafter be in accordance with Section 9.1.

(d) Each Party, on behalf of itself and its Subsidiaries, hereby grants to the other Party and its Subsidiaries a perpetual, irrevocable, exclusive (even as to the granting Party and its Subsidiaries) license in the Territory, with the right to sublicense through multiple tiers, under the interest of the granting Party or any of its Subsidiaries in any Patent solely or jointly owned by such granting Party or any of its Subsidiaries, which Patent claims Know-How solely owned by the other Party, to make, use, sell, offer to sell, import and otherwise exploit (i) any Know-How solely owned by such other Party under Section 7.1 or Section 7.2, and (ii) any Shared Know-How solely owned by such other Party or any of its Subsidiaries (and not owned by such granting Party or any of its Subsidiaries); provided, however, that the exclusive licenses granted under this Section 9.3(d) are subject to the non-exclusive licenses granted under Section 7.3(b).

9.4 Cooperation. DESRES will provide Company, at Company's request and expense, commercially reasonable assistance and cooperation in Company's patent prosecution, maintenance and defense efforts with respect to Patents claiming Company Drug IP, including providing any necessary powers of attorney and executing any other required documents or instruments for such prosecution, maintenance or defense. Company will provide DESRES, at DESRES's request and expense, commercially reasonable assistance and cooperation in DESRES's patent prosecution, maintenance and defense efforts with respect to Patents claiming DESRES Technology-Related Property, including providing any necessary powers of attorney and

executing any other required documents or instruments for such prosecution, maintenance or defense. Each Party will provide the other Party, at the other Party's request and, except as expressly set forth in Section 9.1, at the other Party's expense, commercially reasonable assistance and cooperation in the patent prosecution, maintenance and defense efforts with respect to Jointly Owned Patents under Section 9.1, including providing any necessary powers of attorney and executing any other required documents or instruments for such prosecution, maintenance or defense. In the event that a Party or any of its Subsidiaries receives reimbursement from a Third Party for expenses of patent prosecution or maintenance or Patent Contests with respect to a particular Jointly Owned Patent (or for such expenses with respect to a Patent that, at the time such expenses were incurred, had been a Jointly Owned Patent but later ceases, in accordance with Section 9.1(c), Section 9.2 or Section 9.5(b), to be a Jointly Owned Patent), such reimbursement shall be shared by such Party with the other Party [***] with respect to such Jointly Owned Patent as of the time such expenses were incurred.

9.5 Enforcement of Jointly Owned Patents.

(a) If either Party becomes aware of any (i) infringement, anywhere in the world, of any Jointly Owned Patent by a Third Party or (ii) declaratory judgment action by a Third Party alleging such Third Party's non-infringement of any Jointly Owned Patent (each of the foregoing, a "Product Infringement"), such Party will use reasonable efforts to promptly notify the other Party to that effect.

(b) In the case of any Product Infringement of a given Jointly Owned Patent, as between the Parties, the Prosecuting Party will have the first right, but not the obligation, to be the Enforcing Party and thus to take action, control and obtain a discontinuance of the Product Infringement or bring suit against the applicable Third Party (such Third Party, the "Third Party Infringer") under the applicable Jointly Owned Patent. If the Prosecuting Party wishes to exercise such right, it shall obtain a discontinuance of such Product Infringement, or bring suit against such Third Party Infringer, within a commercially reasonable period of time from the date the Prosecuting Party first becomes aware of such Product Infringement (and in any event not more than the shortest of (i) [***] months after the date of the Prosecuting Party first becoming aware thereof, (ii) [***] days after receipt of a notice pursuant to 21 U.S.C. §§355(b)(2)(A)(iv), 21 U.S.C. §§355(j)(2)(A)(vii)(IV) or such similar Applicable Laws as may exist in jurisdictions other than the United States (a "Paragraph IV Notice"), or (iii) such shorter period of time as may be necessary to avoid loss of material enforcement rights or remedies). The Enforcing Party may request that it may join the Non-Enforcing Party to such action or such suit as a party plaintiff; provided, however, that, if the Non-Enforcing Party does not wish to be so joined as a party plaintiff, the Non-Enforcing Party shall assign its rights in such Jointly Owned Patent to the Enforcing Party (in which case such Patent shall no longer be considered a Jointly Owned Patent for purposes of this Agreement) or shall otherwise (x) grant the Enforcing Party the right, but not the obligation, to represent the Non-Enforcing Party's interest in such suit, or (y) grant the Enforcing Party sufficient rights in the relevant Jointly Owned Patent to permit the Enforcing Party to bring such action without joining the Non-Enforcing Party as a party plaintiff. The Enforcing Party will bear all of the expenses of any suit brought by it claiming Product Infringement of any Jointly Owned Patent. The Non-Enforcing Party will use reasonable efforts to cooperate with the Enforcing Party in any such suit as reasonably requested by the Enforcing Party, and will have the right to consult with the Enforcing Party and to participate in and, if appropriate, be represented by independent counsel in such litigation, all at the Non-Enforcing Party's own expense. The Enforcing Party will not, without the Non-Enforcing Party's prior consent, enter into any settlement or consent decree that requires any payment by, or admits or imparts any other liability to, the Non-Enforcing Party or that admits the invalidity or unenforceability of any Jointly Owned Patent.

(c) If the Prosecuting Party (if it is then the Enforcing Party with respect to a Jointly Owned Patent) has not taken steps to obtain a discontinuance of a Product Infringement of such Jointly Owned Patent or filed suit against a Third Party Infringer of such Jointly Owned Patent within the time period specified in Section 9.5(b), then the Non-Prosecuting Party may, but is not obligated to, become the Enforcing Party with respect to such Product Infringement of such Jointly Owned Patent and exercise the Enforcing Party's rights under Section 9.5(b), including the right to take action, control and obtain a discontinuance of the Product Infringement or bring suit under the applicable Jointly Owned Patent against such Third Party Infringer.

(d) The Enforcing Party under this Section 9.5 will keep the Non-Enforcing Party reasonably informed of all material developments in connection with any such suit. Any recoveries obtained by either Party as a result of any proceeding against a Third Party Infringer under this Section 9.5 will be allocated as follows:

(i) [***];

(ii) [***]; and

(iii) [***].

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification.

(a) Indemnification by Company. Subject to Section 11.3, Company hereby agrees to indemnify, defend (by counsel reasonably acceptable to DESRES) and hold harmless DESRES and its Subsidiaries and their respective owners, directors, officers, employees, scientists, agents, successors, assigns and other representatives (collectively, the "DESRES Indemnitees") from and against all damages, liabilities, losses and other expenses, including reasonable attorneys' fees, expert witness fees, and costs, from any Claim to the extent such Claim arises out of (i) (A) the research of any Target that is or previously was a Category 1 Target or of any Target that is or previously was a Category 2 Target; (B) the Generation, identification, discovery or Pursuit of any Compound that Interacts with any Target that is or previously was a Category 1 Target or any Target that is or previously was a Category 2 Target; or (C) the research, development, manufacture or commercialization of any product containing such a Compound, in each case, (A), (B) and (C), by or on behalf of Company, any of its Subsidiaries or any Rights-Holding Party; (ii) Company's failure to comply with any Applicable Law in connection with this Agreement; or (iii) the gross negligence or willful misconduct of Company; provided, however, that, in each case, (i), (ii) and (iii), Company's liability under its indemnity will be reduced or apportioned to the extent such Claim is proximately caused by the gross negligence or willful misconduct of a DESRES Indemnitee. Company will not, without DESRES's prior consent, enter

into any settlement of such Claim that does not unconditionally release the DESRES Indemnitees from all liability or that imposes any obligation on any DESRES Indemnitee. The DESRES Indemnitees will not enter into any settlement of such Claim without Company's prior consent; provided, however, that DESRES (on behalf of the DESRES Indemnitees) may settle such Claim solely with respect to the DESRES Indemnitees, subject to DESRES (on behalf of the DESRES Indemnitees) releasing Company from its indemnification, defense and hold harmless obligations under this Section 10.1(a) with respect to such Claim. Notwithstanding the above, the DESRES Indemnitees, at their expense, will have the right to retain separate independent counsel to assist in defending any such Claim. Furthermore, in the event Company fails to promptly indemnify and defend any such Claim or pay the DESRES Indemnitees' expenses as provided above, the DESRES Indemnitees will have the right to defend themselves at Company's expense as long as such DESRES Indemnitees have provided Company at least thirty days' prior notice and Company has not cured such failure, in which case Company will (subject to Section 11.3(a)) reimburse the DESRES Indemnitees for all of their reasonable attorneys' fees incurred in settling or defending such Claim within thirty days of each DESRES Indemnitee's written request. This indemnity will be a direct payment obligation and not merely a reimbursement obligation of Company to DESRES Indemnitees.

(b) Indemnification by DESRES. Subject to Section 11.3, DESRES hereby agrees to indemnify, defend (by counsel reasonably acceptable to Company) and hold harmless Company and its Subsidiaries and their respective owners, directors, officers, employees, scientists, agents, successors, assigns and other representatives (collectively, the "Company Indemnitees") from and against all damages, liabilities, losses and other expenses, including reasonable attorneys' fees, expert witness fees, and costs, from any Claim to the extent such Claim arises out of (i) the research of any Category 1 Target or Category 1 Compound by or on behalf of DESRES in the conduct of its activities under the Joint Research Program, (ii) DESRES's failure to comply with any Applicable Law in connection with this Agreement, or (iii) the gross negligence or willful misconduct of DESRES; provided, however, that, in each case, (i), (ii) and (iii), DESRES's liability under its indemnity will be reduced or apportioned to the extent such claim is proximately caused by the gross negligence or willful misconduct of a Company Indemnitee. DESRES will not, without Company's prior consent, enter into any settlement of such Claim that does not unconditionally release the Company Indemnitees from all liability or that imposes any obligation on any Company Indemnitee. The Company Indemnitees will not enter into any settlement of such Claim without DESRES's prior consent; provided, however, that Company (on behalf of the Company Indemnitees) may settle such Claim solely with respect to the Company Indemnitees, subject to Company (on behalf of the Company Indemnitees) releasing DESRES from its indemnification, defense and hold harmless obligations under this Section 10.1(b) with respect to such Claim. Notwithstanding the above, the Company Indemnitees, at their expense, will have the right to retain separate independent counsel to assist in defending any such Claim. Furthermore, in the event DESRES fails to promptly indemnify and defend any such Claim or pay the Company Indemnitees' expenses as provided above, the Company Indemnitees will have the right to defend themselves at DESRES's expense as long as such Company Indemnitees have provided DESRES at least thirty days' prior notice and DESRES has not cured the failure, in which case DESRES will (subject to Section 11.3(a)) reimburse the Company Indemnitees for all of their reasonable attorneys' fees incurred in settling or defending such Claim within thirty days of each Company Indemnitee's written request. This indemnity will be a direct payment obligation and not merely a reimbursement obligation of DESRES to the Company Indemnitees.

(c) Indemnification Process. In the event of a Claim against any Person entitled to indemnification under this Agreement (in such capacity, an "Indemnitee"), (i) such Indemnitee (or the Party to which such Indemnitee is related) shall notify the indemnifying Party of such Claim, such notice to be provided promptly after the Indemnitee has notice of the applicable Claim unless the indemnifying Party would not be materially prejudiced by failure to provide such notice promptly; (ii) subject to Section 10.1(a) or Section 10.1(b), as applicable, the Indemnitee shall permit the indemnifying Party, at the indemnifying Party's cost, to handle and control the defense of such Claim; and (iii) the Indemnitee shall give the indemnifying Party, at the indemnifying Party's cost and reasonable request, all reasonable assistance in the indemnifying Party's handling of such Claim.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties.

(a) DESRES represents and warrants to Company that this Agreement constitutes the legal, valid and binding obligation of DESRES, enforceable against DESRES in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar Applicable Laws affecting creditors' rights generally and by general principles of equity.

(b) Company represents and warrants to DESRES that this Agreement constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar Applicable Laws affecting creditors' rights generally and by general principles of equity.

11.2 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES CONCERNING PATENT RIGHTS OR ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING OUT OF A COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE, AND EACH PARTY DISCLAIMS ALL SUCH EXPRESS OR IMPLIED WARRANTIES.

11.3 Limitation of Liability and of Obligations.

(a) Indirect Damages and Liability Cap.

(i) EXCEPT FOR AMOUNTS PAYABLE TO THE RELEVANT THIRD PARTY THAT BROUGHT A CLAIM FOR WHICH A PARTY IS RESPONSIBLE FOR INDEMNITY OBLIGATIONS UNDER SECTION 10.1, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER.

(ii) EACH PARTY'S AGGREGATE LIABILITY, IF ANY, FOR ALL DAMAGES, LIABILITIES, LOSSES AND OTHER EXPENSES OF ANY KIND RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER WILL NOT EXCEED $[***], INCLUDING FOR CLAIMS, BROUGHT BY A THIRD PARTY, FOR WHICH A PARTY IS RESPONSIBLE FOR INDEMNITY OBLIGATIONS UNDER SECTION 10.1; PROVIDED, HOWEVER, THAT ANY CLAIM BY DESRES AGAINST COMPANY WITH RESPECT TO ANY ROYALTY PAYMENTS, MILESTONE PAYMENTS OR OTHER PAYMENTS DUE PURSUANT TO ARTICLE 5 SHALL NOT BE SO LIMITED.

(b) DESRES agrees that (i) no Company Separate Person shall have any obligation under this Agreement; (ii) no Company Separate Person shall have any liability for the obligations of Company; (iii) the obligations of Company arising under or relating to this Agreement shall be without recourse to any Company Separate Person; and (iv) notwithstanding anything to the contrary in this Agreement, (A) Company shall have no obligation to bind any Company Separate Person who directly or indirectly Controls Company to any intellectual property assignment obligations, and (B) Company shall have no obligation to bind any Company Separate Person who directly or indirectly Controls Company to any confidentiality obligations. Each Company Separate Person is a third party beneficiary of this Section 11.3(b).

(c) Company agrees that (i) no DESRES Separate Person shall have any obligation under this Agreement; (ii) no DESRES Separate Person shall have any liability for the obligations of DESRES; (iii) the obligations of DESRES arising under or relating to this Agreement shall be without recourse to any DESRES Separate Person; and (iv) notwithstanding anything to the contrary in this Agreement, (A) DESRES shall have no obligation to bind any DESRES Separate Person who directly or indirectly Controls DESRES to any intellectual property assignment obligations, and (B) DESRES shall have no obligation to bind any DESRES Separate Person who directly or indirectly Controls DESRES to any confidentiality obligations. Each DESRES Separate Person is a third party beneficiary of this Section 11.3(c).

(d) In no event shall a Party seek specific performance against the other Party except as provided in Section 16.2. The rights of a Party under Section 16.2 to seek specific performance against the other Party are subject to the following limitations:

(i) a Party that intends to bring an action to seek specific performance (the "Seeker") against the other Party (the "Alleged Breaching Party") shall give the Alleged Breaching Party notice of its intention to bring such action as promptly as reasonably practicable after the Seeker learns of the acts or omissions giving rise to the alleged breach;

(ii) the Seeker shall not seek an order the compliance with which is beyond the ability or outside the control of the Alleged Breaching Party or which would cause an undue burden or cost on the Alleged Breaching Party;

(iii) the Seeker shall not be entitled to any relief or findings of fact made in connection with any remedy that could reasonably be expected to (A) require a Person to violate any Applicable Law; or (B) result in the bankruptcy or insolvency of the Alleged Breaching Party;

(iv) to the fullest extent permitted by law, the Seeker waives any right to, and if practicable will oppose, (A) the penalty of incarceration and/or (B) the imposition of penalties for criminal or civil contempt, in each case, (A) and (B), for any actual or alleged noncompliance with any order; and

(v) for the avoidance of doubt, all applicable limitations on the liability or obligations of the Alleged Breaching Party as set forth elsewhere in this Section 11.3 shall also apply.

(e) THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 11.3 WILL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND AND ON ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER GROUNDS, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES OF ANY KIND, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES FURTHER AGREE THAT EACH WARRANTY DISCLAIMER, EXCLUSION OF DAMAGES OR OTHER LIMITATION OF LIABILITY IN THIS AGREEMENT IS INTENDED TO BE SEVERABLE AND INDEPENDENT OF THE OTHER PROVISIONS SINCE THEY EACH REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES.

11.4 Record Keeping. Each Party shall use good faith efforts to maintain records of such Party's activities under the Joint Research Program and to provide to the other Party the information required to be provided under this Agreement. Notwithstanding anything to the contrary in this Agreement, (a) neither Party shall be required to use any level of effort greater than good faith efforts to provide to the other Party any information required to be provided under this Agreement, and neither Party shall be required to provide information that the obligated Party does not actually possess or that is unreasonably difficult or burdensome to produce and (b) neither Party shall be liable to the other Party, or to any Person claiming through such other Party, on the grounds of insufficient record-keeping.

ARTICLE 12
ASSIGNMENT; ACQUISITIONS BY COMPANY

12.1 Assignment. Except as provided in this Section 12.1, this Agreement may not be assigned or otherwise transferred, in whole or in part, by either Party without the consent of the other Party. Notwithstanding the foregoing sentence of this Section 12.1, either Party may, without the other Party's consent, assign this Agreement and its rights and obligations hereunder (a) in

whole or in part to a Subsidiary of such Party, or (b) in whole to a Third Party that acquires, by or otherwise in connection with, any merger, sale of assets, Change Of Control or otherwise, all or substantially all of the business of the assigning Party to which the subject matter of this Agreement relates; provided, that, in each case, (a) and (b), the assigning Party remains secondarily liable for the performance of any payment and other obligations of the assignee under this Agreement, and no such assignment shall constitute a novation or otherwise release the assigning Party from liability hereunder. Any purported assignment in violation of this Section 12.1 will be void.

12.2 Acquisition by Company of Third-Party Program. Notwithstanding anything herein to the contrary, if, prior to a Change Of Control of Company, Company or any of its Subsidiaries acquires (whether by merger, stock purchase, purchase of assets, in-license or other means) a Third Party, or a portion of the business of a Third Party, that is, prior to such acquisition, conducting a research, development or commercialization program with respect to [***] (any such program, an "Acquired Third-Party Program"), Company may elect by notice to DESRES to [***]:

(i) [***], and

(ii) [***].

ARTICLE 13
GENERAL COMPLIANCE WITH LAW

Each Party will use commercially reasonable efforts to comply in all material respects with Applicable Laws relating to the exercise of its rights and satisfaction of its obligations under this Agreement, including the Foreign Corrupt Practices Act and other anti-bribery laws.

ARTICLE 14
CONFIDENTIALITY; CERTAIN DISCLOSURES

14.1 Confidential Information. Subject to Section 11.3(b)(iv)(B), Section 11.3(c)(iv)(B), Section 14.2, Section 14.3, and Section 14.4,

(a) during the Research Term and for [***] years thereafter, each Receiving Party that receives any Confidential Information of a Disclosing Party will, and will cause its Subsidiaries to, use good faith efforts to keep confidential, and to not disclose to any Third Party, any such Confidential Information; provided, however, that the Receiving Party and its Subsidiaries may disclose any Confidential Information of the Disclosing Party to the Receiving Party's own (and the Receiving Party's Subsidiaries' own) officers, directors, members, employees, Consultants, subcontractors, and agents, and

(b) the Receiving Party shall be deemed to satisfy its obligation to so use, and to cause its Subsidiaries to so use, such good faith efforts if each such Person to which the Receiving Party (or any of its Subsidiaries) discloses such Confidential Information is bound in writing to commercially reasonable obligations of confidentiality.

14.2 Authorized Disclosure of Confidential Information. Notwithstanding Section 14.1, each Receiving Party (or any of its Subsidiaries) may disclose, or permit to be disclosed, the Disclosing Party's Confidential Information:

(a) to the extent such disclosure is reasonably necessary to prepare, file, prosecute, maintain, defend or enforce Patents in accordance with ARTICLE 9;

(b) to the extent such disclosure is reasonably necessary to make regulatory filings and other filings with Governmental Authorities (including Regulatory Authorities), including filings with the Securities and Exchange Commission (including as a result of any public offering) or FDA, subject to the procedures set forth in Section 14.4 as applicable;

(c) to the extent such disclosure is reasonably necessary to respond to a valid order of a court of competent jurisdiction or other competent Governmental Authority; provided that, to the extent possible without violating such order, the Receiving Party will first have given to the Disclosing Party notice and a reasonable opportunity to quash the order or obtain a protective order requiring that such Confidential Information be held in confidence; and provided, further, that if such order is not quashed or a protective order is not obtained, the Confidential Information disclosed will be limited to the information that is legally required or appropriate, in the reasonable judgment of the Party responding to such order, to be disclosed;

(d) to the extent such disclosure is reasonably necessary to comply with Applicable Law, including with regulations promulgated by securities exchanges, subject to the procedures set forth in Section 14.4 as applicable;

(e) to the extent such disclosure is reasonably necessary to obtain advice from lawyers, accountants or other professional advisors;

(f) to make any disclosure of terms of this Agreement that are Confidential Information to any *bona fide* potential or actual investor, investment banker, lenders, acquirer, merger partner, licensee, Rights-Holding Party, insurers, collaborator, corporate partners or other *bona fide* potential or actual counterparty; provided that, prior to any such disclosure, any Person so receiving such Confidential Information must be bound by commercially reasonable obligations of confidentiality (of duration reasonably negotiated with such Person);

(g) to make any disclosure of Arbitration Confidential Information (i) to Persons who have a need to know, including *bona fide* potential or actual witnesses, experts, investors, investment bankers, lenders, acquirers, merger partners, licensees, Rights-Holding Parties, insurers, collaborators, corporate partners or other *bona fide* potential or actual counterparties, or (ii) as may be required to enforce the agreement to arbitrate set forth in ARTICLE 16 or to enforce any arbitral award; or

(h) to the extent such disclosure is reasonably necessary to exercise or enforce the rights of the Receiving Party set forth or described in this Agreement.

In the event that a Receiving Party or any of its Subsidiaries is required to make a disclosure of a Disclosing Party's Confidential Information pursuant to Section 14.2(a), Section 14.2(b) or Section 14.2(d), it will, except where impracticable, give reasonable advance notice to the Disclosing Party of such disclosure and use reasonable efforts to secure confidential treatment of such information.

14.3 Press Releases by Company. If Company or any of its Subsidiaries desires to issue a press release with respect to this Agreement or with respect to activities under the Joint Research Program, Company shall provide a copy of the proposed press release to DESRES at least [***] Business Days (or, if such press release is to be filed with the SEC, at least [***] Business Days) prior to its issuance. Company shall take into consideration any comments on such press release that DESRES provides to Company within such period. Any references to DESRES in any such press release shall be subject to approval by DESRES.

14.4 Filings with Governmental Authorities. The Parties acknowledge that either or both Parties may be obligated to make a filing (which may include filing a copy of this Agreement) with the Securities and Exchange Commission or other Governmental Authorities. Each Party will be entitled to make such a required filing; provided that, if such a filing includes a copy of this Agreement, the filing Party will (a) redact Confidential Information contained in this Agreement to the extent permitted by Applicable Law, (b) request, and use commercially reasonable efforts consistent with Applicable Laws to obtain, confidential treatment for a period of at least [***] years of all terms of this Agreement redacted from such filing, (c) promptly deliver to the other Party any written correspondence received by the filing Party or its attorneys from such Governmental Authority with respect to such confidential treatment request, and promptly advise the other Party of any other material communications between the filing Party or its attorneys and such Governmental Authority with respect to such confidential treatment request, (d) upon the written request of the other Party, if legally justifiable, request an appropriate extension of the term of the confidential treatment period, and (e) if such Governmental Authority requests any changes to such redactions made by the filing Party, use commercially reasonable efforts consistent with Applicable Laws to defend such redactions and not agree to any changes to such redactions without, to the extent practicable, first discussing such changes with the other Party and taking the other Party's comments into consideration when deciding whether to agree to such changes. For clarity, following a request from a Governmental Authority to change the redactions made by the filing Party, the filing Party will not be required pursuant to the provisions of this Section 14.4 to again request any redactions rejected by the applicable Governmental Authority. Each Party will be responsible for its own legal and other external costs in connection with any such filing.

ARTICLE 15
TERM AND TERMINATION

15.1 Term. This Agreement shall expire at the end of the Agreement Term, if not earlier terminated as set forth in Section 15.2.

15.2 Termination for Default or Bankruptcy.

(a) Nonpayment. In the event Company fails to pay any amounts due and payable to DESRES hereunder, and fails to make such payments within [***] days after receiving notice of such failure, DESRES may terminate this Agreement immediately upon notice to Company; provided, however, that, if Company's obligation to pay such amount is disputed by Company, then and only then shall DESRES's right to terminate this Agreement pursuant to this Section 15.2(a) be subject to completion of the dispute resolution process, and subsequent cure (if applicable), set forth in ARTICLE 16.

(b) Material Breach. In the event a Party commits a material breach of its obligations under this Agreement, other than a breach by Company as described in Section 15.2(a), and the breaching Party fails to cure such breach within [***] days after receiving notice thereof from the other Party, the non-breaching Party may terminate this Agreement immediately upon notice to the breaching Party, subject to completion of the dispute resolution process, and subsequent cure (if applicable), set forth in ARTICLE 16.

(c) Bankruptcy. Either Party may terminate this Agreement if the other Party (i) files a voluntary petition in bankruptcy or insolvency, or for reorganization, (ii) proposes a written agreement of composition or extension of its debts, (iii) has a bankruptcy proceeding filed against it (and such proceeding is not dismissed within [***] days), (iv) goes into voluntary dissolution, (v) has a receiver or trustee appointed (and such appointment is not terminated within [***] days), (vi) enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, or (vii) makes any general assignment for the benefit of creditors.

15.3 Effect of Expiration or Termination.

(a) Without limiting Section 15.3(b), Section 15.3(c), Section 15.3(d) and Section 15.3(e), the following provisions will survive any expiration or termination of this Agreement: any definitions contained in this Agreement to the extent necessary to interpret this Agreement, Section 4.3(a), Section 4.5, last sentence of Section 4.7(d), Section 4.8, Section 7.1, Section 7.2, Section 7.3, Section 7.4, Section 7.5, ARTICLE 9, Section 10.1, Section 11.2, Section 11.3, last sentence of Section 11.4, ARTICLE 12, ARTICLE 13, ARTICLE 14, this Section 15.3, Section 15.4, ARTICLE 16 and ARTICLE 17.

(b) Expiration or termination of this Agreement for any reason will not relieve either Party of any liability or obligation which accrued hereunder prior to the effective date of such termination or expiration or which accrues thereafter pursuant to Section 15.3(a); provided that this Section 15.3(b) shall not be interpreted to extend any exclusivity obligations of a Party.

(c) Upon any termination of this Agreement by DESRES pursuant to Section 15.2(a), Section 15.2(b) or Section 15.2(c), DESRES will no longer be bound by any exclusivity obligations, but, notwithstanding anything to the contrary herein, Company’s obligation to make any payments to DESRES set forth in ARTICLE 5 and the provisions of ARTICLE 6 shall survive such termination.

(d) Upon any termination of this Agreement by Company pursuant to Section 15.2(b) or Section 15.2(c), (i) DESRES will remain bound by the exclusivity obligations set forth in Section 4.1(b) (subject to Section 4.1(b)(i), Section 4.1(b)(ii), Section 4.3, Section 4.4 and Section 4.5, as applicable, each of which Sections will survive such a termination of this Agreement), with respect to each Target that is a Category 1 Target as of the effective date of the termination, until there are no further payment obligations of Company to DESRES on such Target, and (ii) Company’s obligation to pay DESRES the amounts set forth in ARTICLE 5 and the provisions of ARTICLE 6 shall survive such termination, subject to Section 4.1(b)(ii); provided, however, that Company may reduce any payments owed to DESRES under ARTICLE 5 that come due thereafter by [***].

(e) Upon any expiration of this Agreement with respect to a particular Category 1 Target, DESRES will no longer be bound by any exclusivity obligations with respect to such Target, and Company will no longer have any obligations under ARTICLE 5 or ARTICLE 6 with respect to such Target. Upon any expiration of this Agreement in its entirety, DESRES will no longer be bound by any exclusivity obligations with respect to any Target, and Company will no longer have any obligations under ARTICLE 5 or ARTICLE 6 with respect to any Target.

(f) The survival of any provision stated in Section 15.3(a) through Section 15.3(d) to survive shall not extend a Party's obligations beyond any time period expressly set forth for such obligation in the applicable surviving provision.

15.4 Non-exclusive Remedy. Termination of this Agreement shall not be construed to be the sole remedy available to a Party with respect to any breach of this Agreement, and a Party's right to terminate this Agreement, or exercise of such right, shall not prejudice such Party's remedies at law or in equity in accordance with this Agreement, including such Party's ability to receive legal damages (or, subject to Section 11.3 and Section 16.2, equitable relief) with respect to any breach of this Agreement, regardless of whether or not such breach was the reason for the termination.

ARTICLE 16
DISPUTE RESOLUTION

16.1 Mandatory Procedures. The Parties agree that any Disputes (other than those resolved in accordance with Section 3.3(a) through Section 3.3(c)) will be finally resolved solely by means of the procedures set forth in this ARTICLE 16, and that such procedures constitute legally binding obligations that are an essential provision of this Agreement and are the sole and exclusive procedures for resolution of such Disputes, and, in all events, are subject to ARTICLE 11.

16.2 Equitable Remedies. Although the procedures specified in this ARTICLE 16 are the sole and exclusive procedures for the resolution of Disputes arising out of or relating to this Agreement, (a) either Party may seek a preliminary injunction or other provisional equitable relief that is consistent with Section 11.3 and this Section 16.2 from the arbitrators if, in such Party's reasonable judgment, such action is necessary to avoid irreparable harm to itself or to preserve its rights under this Agreement; and (b) without limiting the foregoing, either Party may apply to a court of competent jurisdiction (i) to seek injunctive relief in order to compel arbitration, (ii) to maintain the status quo and prevent irreparable harm until such time as an arbitration panel is appointed or the Dispute is otherwise resolved or (iii) to enforce an arbitration award. The grounds for seeking equitable relief expressly specified above in clauses (a) and (b) of this Section 16.2 shall be the sole grounds on which equitable remedies may be sought and any seeking of equitable remedies shall be subject to Section 11.3(d) and Section 16.4.

16.3 Dispute Resolution Procedures.

(a) Any Dispute will be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and the procedures set forth below. In the event of any inconsistency between the Rules of AAA and this Agreement, this Agreement will control.

(b) The location of the arbitration will be [***]. Subject to Section 17.2, DESRES and Company hereby irrevocably submit to the exclusive jurisdiction and venue of the AAA arbitration panel selected by the Parties and located in [***] for any Dispute and to the exclusive jurisdiction and venue of the federal and state courts located in [***] for any action or proceeding to enforce an arbitration award or as otherwise provided in Section 16.2, and waive any right to contest or otherwise object to such jurisdiction or venue.

(c) The arbitration will be conducted by a panel of three neutral arbitrators who are independent and disinterested with respect to the Parties, this Agreement, and the outcome of the arbitration. Each Party will appoint one neutral arbitrator, and these two arbitrators so selected by the Parties will then select the third arbitrator within ten Business Days after the selection of the second arbitrator, or if such third arbitrator is not selected in such period, such third arbitrator shall be selected thereafter by the AAA. Any arbitrators selected by the AAA shall be selected from the AAA's National Roster of Arbitrators and Mediators. All arbitrators must have at least ten years' experience in mediating or arbitrating cases, preferably regarding the same or substantially similar subject matter as the Dispute between DESRES and Company. If one Party has given notice to the other Party as to the identity of the arbitrator appointed by the notice-giving Party, and such notice-giving Party thereafter makes a written demand on the other Party to appoint its designated arbitrator within the next thirty days, and the other Party fails to appoint its designated arbitrator within thirty days after receiving said written demand, then the remaining two arbitrators will be selected by the AAA.

(d) The arbitrators will resolve any conflicts regarding, and will control the process concerning, pre-hearing discovery matters. Pursuant to the Rules of AAA, the Parties may subpoena witnesses and documents for presentation at the hearing.

(e) Prompt resolution of any Dispute is important to both Parties and the Parties agree that the arbitration of any Dispute will be conducted expeditiously. The arbitrators are instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities and the conduct of the hearing) in order to complete the arbitration as expeditiously as is reasonably practicable for obtaining a just resolution of the Dispute.

(f) The arbitrators may grant any legal or equitable remedy or relief consistent with and subject to Section 11.2, Section 11.3, Section 11.4, Section 16.2 and Section 16.4 that the arbitrators deem just and equitable, to the same extent that such remedies or relief could be granted by a state or federal court. No court action will be maintained seeking punitive damages or other remedies in contravention of Section 11.2, Section 11.3, Section 11.4, Section 16.2 and Section 16.4. The decision of any two or more of the three arbitrators appointed will be binding upon the Parties.

(g) The award of the arbitrators, which shall be issued within [***] months of the appointment of the arbitrators, or as soon thereafter as practicable, shall be final and binding. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

(h) In addition to any other relief awarded by the arbitrators to the prevailing Party, the reasonable expenses of the arbitration, including the arbitrators' fees, reasonable expert witness fees and reasonable attorneys' fees, may be awarded to the prevailing Party in the discretion of the arbitrators, or may be apportioned between the Parties in any manner deemed appropriate by the arbitrators. Unless and until the arbitrators decide that one Party is to pay for all (or a particular share) of such arbitration expenses, [***].

(i) Notwithstanding the foregoing, any Disputes arising hereunder with respect to the inventorship, validity, enforceability or infringement of any Patent will be resolved by a court of competent jurisdiction and not by arbitration.

16.4 Limitations. The arbitrators will have no authority to (a) impose any obligation on either Party that is not expressly set forth in this Agreement or (b) provide a remedy that is beyond the reasonable ability of the relevant Party to perform or is otherwise outside such Party's control, or that would cause a Party to become insolvent, file for bankruptcy protection (or any similar protections) or permit such a filing to be made against it. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall apply to any arbitration and award issued hereunder.

16.5 Performance to Continue. Each Party will continue to perform any undisputed obligations it has under this Agreement pending final resolution of any Dispute arising out of or relating to this Agreement.

16.6 Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches), as well as all time periods in which a Party must exercise rights or perform obligations hereunder that are relevant to the subject matter of a Dispute being arbitrated, will be tolled [***], and the Parties will cooperate in taking all actions reasonably necessary to achieve such tolling; provided, however, that [***]. In addition, during the pendency of any Dispute under this Agreement initiated in good faith before the end of any applicable cure period, (a) this Agreement will remain in full force and effect, (b) the provisions of this Agreement relating to termination for material breach with respect to such Dispute will not be effective, (c) the time period for cure as to any termination notice given prior to the initiation of arbitration with respect to such Dispute will be tolled, (d) any time periods to exercise rights or perform obligations with respect to such Dispute will be tolled; provided, however, that the foregoing shall not extend either Party's exclusivity obligations under ARTICLE 4; and (e) except as set forth in Section 15.2(a), neither Party will issue a notice of termination pursuant to this Agreement based on the subject matter of the arbitration, until the arbitration panel has confirmed the material breach and the existence of the facts claimed by a Party to be the basis for the asserted material breach; provided that if such breach can be cured by (i) the payment of money, the defaulting Party will have an additional ten days after its receipt of the arbitration panel's decision to pay such amount or (ii) the taking of specific remedial actions consistent with Section 11.3, Section 16.2 and Section 16.4, the defaulting Party will have the specific timeframe (if any) that was established by such arbitration panel's decision, or, if no such timeframe was established, a reasonably necessary

period, to diligently undertake and complete such remedial actions before any such notice of termination can be issued. Further, with respect to any time periods that have run during the pendency of the Dispute, the applicable Party will have a reasonable period of time or any specific timeframe established by such arbitration panel's decision to exercise any rights or perform any obligations affected by the running of such time periods.

ARTICLE 17
MISCELLANEOUS

17.1 Notice. Any notices required or permitted under this Agreement will be in writing, will specifically refer to this Agreement, and will be sent by hand, recognized national overnight courier, electronic mail confirmed by the recipient that is also sent by another method hereunder, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses of the Parties:

If to DESRES:	D. E. Shaw Research, LLC 120 West 45th Street, 39th Floor New York, NY 10036 [***]
If to Company:	Relay Therapeutics, Inc. 215 First Street Cambridge, MA 02142 Attention: CEO

All notices under this Agreement will be deemed received upon hand delivery or upon recipient's confirmation of receipt of email, [***] Business Days after being sent by nationally recognized overnight courier, or [***] Business Days after being sent by registered or certified mail, postage prepaid, return receipt requested. A Party may change its contact information immediately upon notice to the other Party in the manner provided in this Section 17.1.

This Section 17.1 is not intended to govern the day-to-day business communications necessary between the Parties in carrying out their activities, in due course, under the terms of this Agreement.

17.2 Governing Law. This Agreement and all Disputes arising out of or related to this Agreement, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, will be construed, governed, interpreted and applied in accordance with the laws of [***], without regard to conflict of laws principles, except that questions affecting the inventorship, validity, enforceability or infringement of any Patent will be determined by the law of the country in which such Patent was granted, or, if such Patent is still pending, will have been granted; provided, however, that, for purposes of determining the ownership by one or both Parties of any patentable Know-How described in Section 7.3(a), the rules of inventorship under United States patent law shall apply.

17.3 Force Majeure. Except with respect to payment obligations, neither Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, which may include fire, explosion, flood, war, strike, or riot; provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

17.4 Amendment and Waiver. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both Parties; provided, however, that a Party may waive any of its own rights in a written instrument signed only by such Party. Any waiver of any rights or failure to act in a specific instance will relate only to such instance and will not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

17.5 Severability. In the event that any provision of this Agreement is held invalid or unenforceable for any reason in whole or in part (including with respect to any country), such invalidity or unenforceability will not affect any other provision of this Agreement nor affect the invalid or unenforceable provisions in any other context, and this Agreement will be construed as if such provision was deleted in the relevant context(s) by agreement of the Parties, but only to the minimum extent necessary to eliminate such invalidity or unenforceability in such context(s).

17.6 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

17.7 Relationship of the Parties. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Party a partner, joint venturer, principal, agent or employee of the other Party. Neither Party shall have any right, power or authority, express or implied, to bind the other.

17.8 Third Party Beneficiaries. Except for Indemnitees or as expressly provided herein, each Party agrees that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any Person that is not a Party.

17.9 [***].

17.10 Headings. All headings are for convenience only and will not affect the meaning of any provision of this Agreement.

17.11 Entire Agreement. This Agreement, which includes its exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter. In the event of any inconsistency between any exhibit hereto and any terms in the body of this Agreement, the terms in the body of this Agreement will prevail.

17.12 Interpretation. Except where the context expressly requires otherwise, (a) the use of any gender herein will be deemed to encompass references to any other gender, and the use of the singular will be deemed to include the plural (and vice versa); (b) the words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation” and will not be interpreted to limit the provision to which it relates, and no inferences or conclusions of any sort shall be drawn from the fact that in some instances in this Agreement the words “include”, “includes” and “including” are actually followed by the phrase “without limitation” or the equivalent while in other instances they are not; (c) the word “will” will be construed to have

the same meaning and effect as the word “shall”; (d) any definition of or reference to any agreement, instrument or other document herein or therein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, subject to any restrictions on such amendments, supplements or modifications set forth herein or therein; (e) any reference herein to any Person will be construed to include such Person’s heirs, successors and (to the extent not prohibited herein) assigns; (f) the words “herein”, “hereof” and “hereunder”, and words of similar import, will be construed to refer to this Agreement in its entirety, and not to any particular provision hereof; (g) all references herein to Sections or Exhibits will be construed to refer to Sections or Exhibits of this Agreement, and references to this Agreement include all Exhibits hereto; (h) the word “notice” means notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Agreement, and no inference or conclusions of any sort shall be drawn from the fact that in some instances in this Agreement, the words “notice”, “consent”, or “approval” or other written communications contemplated under this Agreement are actually preceded or followed by “in writing” or the equivalent while in other instances they are not; (i) provisions that require a Party or the Parties to “agree”, “consent”, “approve” or the like, or to inform the other Party, will require that such agreement, consent, approval or the like, or such notice informing the other Party, be specific and in a writing signed by an authorized officer of such Party(ies), and no inferences or conclusions of any sort shall be drawn from the fact that in some instances in this Agreement, the words “agree”, “consent”, “approve” or the like, or the requirement to inform the other Party, are actually preceded or followed by “in writing” or the equivalent while in other instances they are not; (j) provisions that require the JSC to “agree”, “consent”, “approve” or the like will require that such agreement, consent or approval be specific and in a writing signed by the Decision-Making Representative or an authorized officer of each Party, and no inferences or conclusions of any sort shall be drawn from the fact that in some instances in this Agreement, the words “agree”, “consent”, “approve” or the like are actually preceded or followed by “in writing” or the equivalent while in other instances they are not; (k) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof; (l) the term “or” will be interpreted in the inclusive sense commonly associated with the term “and/or” and no inferences or conclusions of any sort shall be drawn from the fact that in some instances in this Agreement, the word “or” is preceded by “and/” while in other instances it is not; (m) “annual” or “annually” means on a Calendar Year basis; (n) any words appearing herein with initial capital letters (other than a word capitalized because it is the first word of a sentence) that reflect a different part of speech than a related term defined herein have a meaning that correlates to the related term defined herein; and (o) all references to “dollars”, “Dollars”, “$”, “United States Dollars” or the like refer to the dollar that is the lawful currency of the United States of America.

17.13 Terms Determined by Negotiation. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this Agreement.

17.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Agreement may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

D. E. Shaw Research, LLC

By: /s/ Charles Ardai
Name: Charles Ardai
Title: Authorized Signatory

Relay Therapeutics, Inc.

By: /s/ Alexis Borisy
Name: Alexis Borisy
Title: President

Exhibit A-1: Category 1 Targets

[***]

Exhibit A-2: Category 2 Targets

[***]

Exhibit B: Joint Research Plan

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 1 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 1 to Collaboration and License Agreement (the "Amendment No. 1"), effective as of June 11, 2018 (the "Amendment No. 1 Effective Date"), is by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 215 First Street, Cambridge, MA 02142 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016 (the "Agreement");

WHEREAS, the Parties desire to re-categorize by mutual agreement certain Targets, as set forth below.

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. The Parties agree that, on and after the Amendment No. 1 Effective Date:

1.1 pursuant to Section 4.7(c) of the Agreement, the [***], which, prior to the Amendment No. 1 Effective Date, had been a [***], shall be a [***];

1.2 pursuant to Section 4.7(e) of the Agreement, the [***], which, prior to the Amendment No. 1 Effective Date, had been a [***], shall be a [***]; and

1.3 pursuant to Section 4.7(d) of the Agreement, [***], which, prior to the Amendment No. 1 Effective Date, had been a [***], shall be a [***].

2. Exhibit A-1 and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 1.

3. This Amendment No. 1 does not amend any terms of the Agreement except as explicitly set forth herein. Capitalized terms used in this Amendment No. 1 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 1 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

D. E. Shaw Research, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

Relay Therapeutics, Inc.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-1: Category 1 Targets
(on and after the Amendment No. 1 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 1 Effective Date)

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 2 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 2 to Collaboration and License Agreement (the "Amendment No. 2), effective as of September 29, 2018 (the "Amendment No. 2 Effective Date"), is by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 215 First Street, Cambridge, MA 02142 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018 (the "Agreement");

WHEREAS, the Parties desire to extend the Initial Research Term (as defined in the Agreement) and amend certain related provisions, as set forth below.

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. Amendments.

1.1 Section 1.70 of the Agreement is hereby amended to read as follows:

"Research Term" means the period commencing on the Effective Date and continuing through the day immediately preceding the sixth anniversary of the Effective Date (the "Initial Research Term"), plus up to two one-year extensions, each such extension (if any) only upon mutual agreement of both Parties, with all terms applicable to such extension to be agreed upon by the Parties as part of such agreement; provided, however, that if this Agreement is terminated in accordance with ARTICLE 15, each of the Initial Research Term and the Research Term, in each case if it has not already ended, shall end as of the effective date of such termination."

1.2 Section 4.6(a) of the Agreement is hereby amended to read as follows:

"Category 1 Targets. The list of Category 1 Targets is set forth on Exhibit A-1. At no time will the number of Category 1 Targets exceed (i) four, with respect to the [***] Contract Year of the Research Term, (ii) [***], with respect to the [***] Contract Year of the Research Term, (iii) [***], with respect to the [***] Contract Year of the Research Term, or (iv) with respect to any Contract Year thereafter until the end of the Initial Research Term, the number equal to four more than the highest number of Targets that concurrently were Category 1 Targets in the immediately preceding Contract Year. If the Parties agree to extend the Research Term to include any additional Contract Year after the Initial Research Term, the Parties will, as part of such agreement, agree upon a maximum number of Category 1 Targets for such additional Contract Year."

1.3 The first sentence of Section 5.1 of the Agreement is hereby amended to read as follows:

"Company will pay to DESRES U.S. $1,000,000.00 on each of the first six anniversaries of the Effective Date."

2. Capitalized terms used in this Amendment No. 2 and not defined herein shall have the respective meanings given to such terms in the Agreement.

3. This Amendment No. 2 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 2 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1 and this Amendment No. 2.

4. Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 2 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives.

D. E. Shaw Research, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

Relay Therapeutics, Inc.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 3 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 3 to Collaboration and License Agreement (the "Amendment No. 3"), effective as of February 22, 2019 (the "Amendment No. 3 Effective Date"), is by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018 and by Amendment No. 2 effective as of September 29, 2018 (the "Agreement");

WHEREAS, the Parties desire to re-categorize certain Targets by mutual agreement, as set forth below.

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 3 Effective Date, by mutual agreement of the Parties:

1.1 pursuant to Section 4.7(e) of the Agreement, each of the following Targets, which, prior to the Amendment No. 3 Effective Date, had been a [***], shall be a [***]:

(a) [***]
(b) [***]

1.2 pursuant to Section 4.7(e) of the Agreement, each of the following Targets, which, prior to the Amendment No. 3 Effective Date, had been a [***], shall be a [***]:

[***]

1.3 pursuant to Section 4.7(d) of the Agreement, each of the following Targets, which, prior to the Amendment No. 3 Effective Date, had been a [***], shall be a [***]:

[***]

2. Exhibit A-1 and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 3.

3. Capitalized terms used in this Amendment No. 3 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. This Amendment No. 3 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 3 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3.

5. Counterparts. This Amendment No. 3 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 3 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by their duly authorized representatives.

D. E. Shaw Research, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

Relay Therapeutics, Inc.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-1: Category 1 Targets
(on and after the Amendment No. 3 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 3 Effective Date)

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 4 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 4 to Collaboration and License Agreement (the "Amendment No. 4"), effective as of April 9, 2019 (the "Amendment No. 4 Effective Date"), is by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018, by Amendment No. 2 effective as of September 29, 2018 and by Amendment No. 3 effective as of February 22, 2019 (the "Agreement");

WHEREAS, [***], as set forth in a letter dated April 8, 2019 (the "[***]"), a copy of which is attached hereto as Attachment A; and

WHEREAS, [***] desires to re-categorize the [***] by mutual agreement of the Parties, as set forth below, and [***], in reliance on the [***], agrees to such re-categorization.

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 4 Effective Date, by mutual agreement of the Parties pursuant to Section 4.7(e) of the Agreement, the following Target, which, prior to the Amendment No. 4 Effective Date, had been a [***], shall be a [***]:

[***]

2. Exhibit A-1 is hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 4.

3. For completeness and the Parties' convenience, the current version of Exhibit A-2, which was last amended on the Amendment No. 3 Effective Date and is not amended by this Amendment No. 4, is attached hereto.

4. Capitalized terms used in this Amendment No. 4 and not defined herein shall have the respective meanings given to such terms in the Agreement.

5. This Amendment No. 4 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 4 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4.

6. Counterparts. This Amendment No. 4 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 4 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 to be executed by their duly authorized representatives.

D. E. Shaw Research, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

Relay Therapeutics, Inc.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-1: Category 1 Targets
(on and after the Amendment No. 4 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 3 Effective Date)

[***]

ATTACHMENT A
[***]
[attached]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 5 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 5 to Collaboration and License Agreement (the "Amendment No. 5"), effective as of July 15, 2019 (the "Amendment No. 5 Effective Date"), is by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018, by Amendment No. 2 effective as of September 29, 2018, by Amendment No. 3 effective as of February 22, 2019, and by Amendment No. 4 effective as of April 9, 2019 (including the [***] attached thereto) (collectively, the "Agreement");

WHEREAS, the Parties desire to re-categorize certain Targets by mutual agreement, as set forth below;

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 5 Effective Date, by mutual agreement of the Parties:

1.1 pursuant to Section 4.7(e) of the Agreement, each of the following Targets, which, prior to the Amendment No. 5 Effective Date, had been a [***], shall be a [***]:

[***]

1.2 pursuant to Section 4.7(b) of the Agreement, the following Target, which, prior to the Amendment No. 5 Effective Date, had been a [***], shall be a [***]:

[***]

1.3 pursuant to Section 4.7(a) of the Agreement, the following Target, which, prior to the Amendment No. 5 Effective Date, had been a [***], shall be a [***]:

[***]

1.4 pursuant to Section 4.7(e) of the Agreement, each of the following Targets, which, prior to the Amendment No. 5 Effective Date, had been a [***], shall be a [***]:

[***]

1.5 pursuant to Section 4.7(d) of the Agreement, each of the following Targets, which, prior to the Amendment No. 5 Effective Date, had been a [***], shall be a [***]:

[***]

2. Exhibit A-1 and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 5.

3. Capitalized terms used in this Amendment No. 5 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. This Amendment No. 5 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 5 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5. For clarity, the [***] remains in effect after the Amendment No. 5 Effective Date.

5. Counterparts. This Amendment No. 5 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 5 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 5 to be executed by their duly authorized representatives.

D. E. SHAW RESEARCH, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

RELAY THERAPEUTICS, INC.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-1: Category 1 Targets
(on and after the Amendment No. 5 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 5 Effective Date)

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 6 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 6 to Collaboration and License Agreement (the "Amendment No. 6"), effective as of September 23, 2019 (the "Amendment No. 6 Effective Date"), is by and between **D. E. Shaw Research, LLC,** a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.,** a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018, by Amendment No. 2 effective as of September 29, 2018, by Amendment No. 3 effective as of February 22, 2019, by Amendment No. 4 effective as of April 9, 2019 (including the [***] attached thereto), and by Amendment No. 5 effective as of July 15, 2019 (collectively, the "Agreement");

WHEREAS, the Parties desire to re-categorize certain Targets by mutual agreement, as set forth below;

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 6 Effective Date, by mutual agreement of the Parties:

1.1 pursuant to Section 4.7(e) of the Agreement, the following Target, which, prior to the Amendment No. 6 Effective Date, had been a [***], shall be a [***]:

[***]

1.2 pursuant to Section 4.7(d) of the Agreement, the following Target, which, prior to the Amendment No. 6 Effective Date, had been a [***], shall be a [***]:

[***]

2. Exhibit A-l and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 6.

3. Capitalized terms used in this Amendment No. 6 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. This Amendment No. 6 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 6 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6. For clarity, the [***] remains in effect.

5. Counterparts. This Amendment No. 6 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 6 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 6 to be executed by their duly authorized representatives.

D. E. SHAW RESEARCH, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

RELAY THERAPEUTICS, INC.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-l: Category 1 Targets
(on and after the Amendment No. 6 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 6 Effective Date)

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 7 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 7 to Collaboration and License Agreement (the "Amendment No. 7"), effective as of November 7, 2019 (the "Amendment No. 7 Effective Date"), is by and between **D. E. Shaw Research, LLC,** a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.,** a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018, by Amendment No. 2 effective as of September 29, 2018, by Amendment No. 3 effective as of February 22, 2019, by Amendment No. 4 effective as of April 9, 2019 (including the [***] attached thereto), by Amendment No. 5 effective as of July 15, 2019, and by Amendment No. 6 effective as of September 23, 2019 (collectively, the "Agreement");

WHEREAS, the Parties desire to re-categorize a certain Target by mutual agreement, as set forth below;

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 7 Effective Date, by mutual agreement of the Parties pursuant to Section 4.7(c) of the Agreement, the following Target, which, prior to the Amendment No. 7 Effective Date, had been a [***], shall be a [***]:

[***]

2. Exhibit A-l and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 7.

3. Capitalized terms used in this Amendment No. 7 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. This Amendment No. 7 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 7 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and this Amendment No. 7. For clarity, the [***] remains in effect.

5. **Counterparts**. This Amendment No. 7 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 7 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 7 to be executed by their duly authorized representatives.

D. E. SHAW RESEARCH, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

RELAY THERAPEUTICS, INC

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-l: Category 1 Targets
(on and after the Amendment No. 7 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 7 Effective Date)

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 8 TO
COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 8 to Collaboration and License Agreement (the "Amendment No. 8"), effective as of December 20, 2019 (the "Amendment No. 8 Effective Date"), is by and between **D. E. Shaw Research, LLC,** a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.,** a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018, by Amendment No. 2 effective as of September 29, 2018, by Amendment No. 3 effective as of February 22, 2019, by Amendment No. 4 effective as of April 9, 2019 (including the [***] attached thereto), by Amendment No. 5 effective as of July 15, 2019, by Amendment No. 6 effective as of September 23, 2019, and by Amendment No. 7 effective as of November 7, 2019 (collectively, the "Agreement");

WHEREAS, the Parties desire to re-categorize certain Targets by mutual agreement, as set forth below;

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 8 Effective Date, by mutual agreement of the Parties:

1.1 pursuant to Section 4.7(e) of the Agreement, the following Targets, which, prior to the Amendment No. 8 Effective Date, had been [***], shall be [***]:

[***]

1.2 pursuant to Section 4.7(a) of the Agreement, the following Target, which, prior to the Amendment No. 8 Effective Date, had been a [***], shall be a [***]:

[***]

1.3 pursuant to Section 4.7(d) of the Agreement, the following Targets, which, prior to the Amendment No. 8 Effective Date, had been [***], shall be [***]:

[***]

2. Exhibit A-l and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 8.

3. Capitalized terms used in this Amendment No. 8 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. This Amendment No. 8 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 8 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and this Amendment No. 8. For clarity, the [***] remains in effect.

5. Counterparts. This Amendment No. 8 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 8 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed by their duly authorized representatives.

D. E. SHAW RESEARCH, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

RELAY THERAPEUTICS, INC.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-l: Category 1 Targets
(on and after the Amendment No. 8 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 8 Effective Date)

[***]

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

AMENDMENT NO. 9 TO

COLLABORATION AND LICENSE AGREEMENT

This Amendment No. 9 to Collaboration and License Agreement (the "Amendment No. 9"), effective as of March 12, 2020 (the "Amendment No. 9 Effective Date"), is by and between **D. E. Shaw Research, LLC**, a Delaware limited liability company located at 120 West 45th Street, 39th Floor, New York, NY 10036 ("DESRES"), and **Relay Therapeutics, Inc.**, a Delaware corporation located at 399 Binney Street, Cambridge, MA 02139 ("Company"). DESRES and Company are each sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, DESRES and Company are parties to the Collaboration and License Agreement, effective as of August 17, 2016, as amended by Amendment No. 1 effective as of June 11, 2018, by Amendment No. 2 effective as of September 29, 2018, by Amendment No. 3 effective as of February 22, 2019, by Amendment No. 4 effective as of April 9, 2019 (including the [***] attached thereto), by Amendment No. 5 effective as of July 15, 2019, by Amendment No. 6 effective as of September 23, 2019, by Amendment No. 7 effective as of November 7, 2019, and by Amendment No. 8 effective as of December 20, 2019 (collectively, the "Agreement");

WHEREAS, the Parties desire to re-categorize a certain Target by mutual agreement, as set forth below;

NOW THEREFORE, the Parties agree, in accordance with Section 17.4 of the Agreement, as follows:

1. On and after the Amendment No. 9 Effective Date, by mutual agreement of the Parties pursuant to Section 4.7(c) of the Agreement, the following Target, which, prior to the Amendment No. 9 Effective Date had been a [***], shall be a [***]:

[***]

2. Exhibit A-1 and Exhibit A-2 are each hereby amended, in the form attached hereto, to reflect the provisions of Section 1 of this Amendment No. 9.

3. Capitalized terms used in this Amendment No. 9 and not defined herein shall have the respective meanings given to such terms in the Agreement.

4. This Amendment No. 9 does not amend any terms of the Agreement except as explicitly set forth herein. After the Amendment No. 9 Effective Date, references to the "Agreement" shall mean the Collaboration and License Agreement by and between the Parties effective as of August 17, 2016, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, and this Amendment No. 9. For clarity, the [***] remains in effect.

5. Counterparts. This Amendment No. 9 may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. This Amendment No. 9 may be executed by the exchange of signature pages in electronic format (including PDF) or digital signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed by their duly authorized representatives.

D. E. SHAW RESEARCH, LLC

By: /s/ Jennifer McGrady
Name: Jennifer McGrady
Title: Authorized Signatory

RELAY THERAPEUTICS, INC.

By: /s/ Brian Adams
Name: Brian Adams
Title: General Counsel

Exhibit A-1: Category 1 Targets
(on and after the Amendment No. 9 Effective Date)

[***]

Exhibit A-2: Category 2 Targets
(on and after the Amendment No. 9 Effective Date)

[***]

Exhibit 21.1

SUBSIDIARIES

Subsidiary	**Jurisdiction of Incorporation**
Relay Securities Corporation	Massachusetts